

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Traeger Pellet Grills LLC		06/18/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Prospect Capital Corporation, as Collateral Agent
Street Address:	10 East 40th Street, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3306054	TRAEGER COMMERCIAL SMOKER GRILLS
Registration Number:	3310010	TRAEGER TEXAS WOOD PELLET GRILLS
Registration Number:	3244719	TRAEGER
Registration Number:	3241169	TRAEGER WOOD PELLET GRILLS
Registration Number:	3296618	TRAEGER PELLET GRILLS
Registration Number:	4082238	TRAEGER WOOD PELLET GRILLS
Registration Number:	1425662	TRAEGER
Registration Number:	4082237	TRAEGER
Registration Number:	3289659	TASTE THE DIFFERENCE
Registration Number:	4195309	TASTE THE DIFFERENCE
Registration Number:	3244718	TRAEGER
Serial Number:	85841645	TRAEGER STORE
Serial Number:	85856059	TRAEGER WOOD PELLET GRILLS
Serial Number:	85856061	TRAEGER WOOD PELLET GRILLS TASTE THE DIF

TRADEMARK

Serial Number:

85843395

TRAEGER

CORRESPONDENCE DATA

Fax Number: 6175269899

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:

59297/026

NAME OF SUBMITTER:

Christine Slattery

Signature:

/Christine Slattery/

Date:

06/27/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of June 18, 2013, by Traeger Pellet Grills LLC, a Delaware limited liability company (the "Pledgor"), in favor of Prospect Capital Corporation, in its capacity as Collateral Agent pursuant to the Credit Agreement dated the date hereof (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of the Pledgor listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

For the avoidance of doubt, the Trademark Collateral shall not include, and nothing in this Trademark Security Agreement shall be deemed to grant a lien on or security interest in, any intent-to-use trademark application until such time, if any, as a Statement of Use or an Amendment to Allege Use has been filed and accepted by the U.S. Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations, upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. ABL Intercreditor Agreement. The priority of the Lien granted to the Collateral Agent under this Trademark Security Agreement and the exercise of the rights and remedies of the Collateral Agent hereunder are subject to the provisions of the ABL Intercreditor Agreement. In the

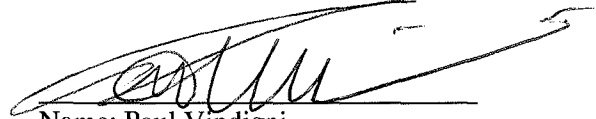
event of any conflict between the terms of the ABL Intercreditor Agreement and this Trademark Security Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

[Signature Page Follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TRAEGER PELLET GRILLS LLC

By:



Name: Paul Vindigni

Title: Chief Financial Officer

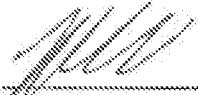
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005057 FRAME: 0813

Accepted and Agreed:

PROSPECT CAPITAL CORPORATION,
as Collateral Agent

By:



Name: M. Grier Eliasek
Title: President & Chief Operating Officer

[Signature Page to Trademark Security Agreement]



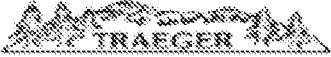
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SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT



TRADEMARK REGISTRATIONS AND APPLICATIONS

UNITED STATES TRADEMARKS:

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Traeger Pellet Grills LLC	3,306,054	
Traeger Pellet Grills LLC	3,310,010	
Traeger Pellet Grills LLC	3,244,719	
Traeger Pellet Grills LLC	3,241,169	TRAEGER WOOD PELLET GRILLS
Traeger Pellet Grills LLC	3,296,618	TRAEGER PELLET GRILLS
Traeger Pellet Grills LLC	4,082,238	TRAEGER WOOD PELLET GRILLS
Traeger Pellet Grills LLC	1,425,662	TRAEGER
Traeger Pellet Grills LLC	4,082,237	TRAEGER
Traeger Pellet Grills LLC	3,289,659	TASTE THE DIFFERENCE
Traeger Pellet Grills LLC	4,195,309	TASTE THE DIFFERENCE
Traeger Pellet Grills LLC	3,244,718	TRAEGER

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Traeger Pellet Grills LLC	85/841,645 (Serial number)	TRAEGER STORE
Traeger Pellet Grills LLC	85/856,059 (Serial number)	
Traeger Pellet Grills LLC	85/856,061 (Serial number)	

Traeger Pellet Grills LLC

85/843,395 (Serial number)

TRAEGER

OTHER TRADEMARKS:

<u>APPLICATION NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>	<u>STATUS</u>	<u>OWNER</u>
	716555	Canada	TRAEGER	Registered	Traeger Pellet Grills LLC
	5610589	CTM	TRAEGER	Registered	Traeger Pellet Grills LLC