

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311062

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TA Midco 1, LLC		07/17/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3971482	SKINNYPOP	
Registration Number:	4142288	SKINNYPACK	
Registration Number:	4265552	THE BIG SKINNY	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	40767-133		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
SIGNATURE:	/Jenifer deWolf Paine/		
DATE SIGNED:	07/17/2014		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of July 17, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and among TA Midco 1, LLC (the "Grantor") and Jefferies Finance LLC, as administrative agent and collateral agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of July 17, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among TA MIDCO 1, LLC, a Delaware limited liability company (the "Borrower"), TA HOLDINGS 1, INC., a Delaware corporation ("Holdings"), the Lenders and the Issuing Banks party thereto and JEFFERIES FINANCE LLC, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") and (b) the Collateral Agreement dated as of July 17, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, Holdings, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under Filing Collateral consisting of any Trademarks now owned or at any time hereafter acquired by such Grantor, including those registered or applied for Trademarks listed on Schedule I; provided that no security interest is granted on any intent-to-use trademark applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Requirements of Law (the "Trademark Collateral"). The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile

Ex. 1

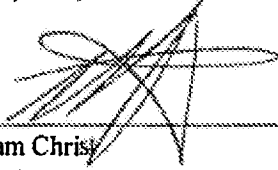
or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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Ex. 2

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

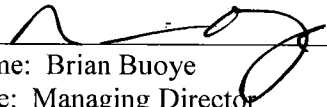
TA MIDCO I, LLC,
as Grantor

By 
Name: William Christy
Title: President

[Signature Page To Trademark Security Agreement]

TRADEMARK
REEL: 005324 FRAME: 0643

JEFFERIES FINANCE LLC,
as Administrative Agent,

By: 
Name: Brian Buoye
Title: Managing Director

[Signature Page To Trademark Security Agreement]

TRADEMARK
REEL: 005324 FRAME: 0644

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
SKINNYPOP	77936795	February 16, 2010	3,971,482	May 31, 2011
SKINNYPACK	85426279	September 19, 2011	4,142,288	May 15, 2012
THE BIG SKINNY	85453680	October 21, 2011	4,265,552	December 25, 2012