

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444361

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Traeger Pellet Grills LLC		09/25/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	11 Madison Avenue		
Internal Address:	9th Floor		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Banking corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	1425662	TRAEGER	
Registration Number:	3244718	TRAEGER	
Registration Number:	4082237	TRAEGER	
Registration Number:	4569153	TRAEGER	
Registration Number:	4559448	TRAEGER	
Registration Number:	3289659	TASTE THE DIFFERENCE	
Registration Number:	4195309	TASTE THE DIFFERENCE	
Registration Number:	3296618	TRAEGER PELLETT GRILLS	
Registration Number:	3241169	TRAEGER WOOD PELLETT GRILLS	
Registration Number:	4082238	TRAEGER WOOD PELLETT GRILLS	
Registration Number:	4472461	TRAEGER WOOD PELLETT GRILLS	
Registration Number:	4989530	TRAEGER	
Registration Number:	5055041	TRAEGER GRILLS	
Registration Number:	5276913	TRAEGER WOOD FIRED GRILLS	
Registration Number:	5237730	WIFIRE	
Registration Number:	5281848	TRU CONVECTION	
Registration Number:	5277065	TRAEGER DOWNDRAFT EXHAUST	
Registration Number:	5282018	ADVANCED GRILLING LOGIC	
TRADEMARK			

CH \$490.00 1425662

Property Type	Number	Word Mark
Serial Number:	86893564	TIMBERLINE

CORRESPONDENCE DATA

Fax Number: 2127514864
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.
Phone: 212-906-1216
Email: angela.amaru@lw.com
Correspondent Name: LATHAM & WATKINS LLP C/O ANGELA M. AMARU
Address Line 1: 885 THIRD AVENUE
Address Line 2: SUITE 1000
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	030786-0835
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	09/25/2017

Total Attachments: 11

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”) dated as of September 25, 2017 is among the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (the “*Collateral Agent*”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, TGP Holdings III LLC, a Delaware limited liability company (the “*Borrower*”), has entered into a Second Lien Credit Agreement, dated as of September 25, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with TGPX Holdings II LLC, a Delaware limited liability company, each Lender from time to time party thereto, and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and as Collateral Agent. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Second Lien Security Agreement dated as of September 25, 2017 among the Grantors from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

(i) all patents, patent applications and utility models, all inventions and improvements claimed therein and the right to claim any inventions disclosed but unclaimed therein, including, without limitation, the patents and patent applications set forth in Schedule A hereto;

(ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, together, in each case, with the goodwill of the business connected with the use thereof and symbolized thereby, including, without limitation, the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely 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 or any registrations that issue therefrom under applicable federal law);

(iii) all copyrights, including, without limitation, copyrights in Computer Software, internet web sites and the content thereof, whether registered or unregistered, including, without limitation, the copyright registrations set forth in Schedule C hereto;

(iv) all registrations and applications for registration for any of the foregoing;

(v) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary, including, without limitation, the agreements granting any exclusive right to the Grantor in or to any registered copyright set forth in Schedule D hereto;

(vi) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vii) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(viii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing.

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vii), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the Uniform Commercial Code or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement; provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the Uniform Commercial Code notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-

tranchéd, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or other electronic method shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Borrower at the Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

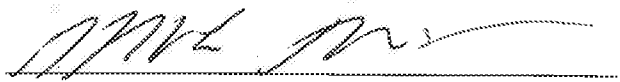
SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Second Priority Representative pursuant to this IP Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Closing Date Intercreditor Agreement), including liens and security interests granted to Credit Suisse AG, Cayman Islands Branch, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Second Priority Representative or any other secured party hereunder is subject to the limitations and provisions contained in the Closing Date Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this IP Security Agreement, the terms of the Intercreditor Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Grantor:

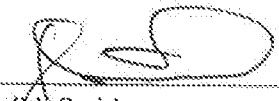
TRAEGER PELLET GRILLS LLC

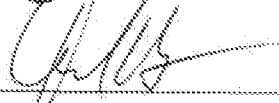
By: 

Name: Mark Watkins

Title: Chief Financial Officer

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: 
Name: Judith Smith
Title: Authorized Signatory

By: 
Name: D. Andrew Maletta
Title: Authorized Signatory

SCHEDULE A

PATENTS


Grantor	Title	Filing or Deposit Date	Status	Patent No.	Serial No.
Traeger Pellet Grills, LLC	Flavored Wood Pellet with Wood Oil	Aug 23, 2004	Issued	7,517,371	10/924,430
Traeger Pellet Grills, LLC	Flavored Wood Pellet with Grape Vine	Mar 19, 2007	Issued	7,959,692	11,687,965
Traeger Pellet Grills, LLC	Flavored Wood Pellet	Jun 13, 2011	Issued	8,328,884	13/159,242
Traeger Pellet Grills, LLC	Mobile Grilling Control App	Oct. 23, 2015	Converted		62/245,535
Traeger Pellet Grills, LLC	Mobile Grilling Control App	Mar 13, 2017	Pending		15/510,996
Traeger Pellet Grills, LLC	Cloud System for Controlling Outdoor Grill with Mobile App	Oct. 23, 2015	Converted		62/245,549
Traeger Pellet Grills, LLC	Cloud System for Controlling Outdoor Grill with Mobile App	Mar 15, 2017	Pending		15/511,319
Traeger Pellet Grills, LLC	Grilling Device with Warming Cabinet	Mar 25, 2015	Converted		62/138,217
Traeger Pellet Grills, LLC	Grilling Device with Warming Cabinet	Jan 20, 2016	Pending		14/906,526
Traeger Pellet Grills, LLC	Oval Grill with Rear Mounted Hinge	Sep 09, 2015	Converted		62/216,132
Traeger Pellet Grills, LLC	Oval Grill with Rear Mounted Hinge	Mar 15, 2016	Pending		15/070,225

Grantor	Title	Filing or Deposit Date	Status	Patent No.	Serial No.
Traeger Pellet Grills, LLC	Three-Tiered Grill Rack System and Grill Mounts	Sep 09, 2015	Converted		62/216,136
Traeger Pellet Grills, LLC	Three-Tiered Grill Rack System and Grill Mounts	Mar 15, 2016	Pending		15/070,220
Traeger Pellet Grills, LLC	Super Smoke System and Methods	Oct 23, 2015	Converted		62/245,530
Traeger Pellet Grills, LLC	Super Smoke System and Methods	Jul 27, 2016	Pending		15/114,744
Traeger Pellet Grills, LLC	Smoke Trap apparatus and System	Sep 09, 2015	Converted		62/216,142
Traeger Pellet Grills, LLC	Smoke Trap apparatus and System	Dec 02, 2016	Pending		15/316,118
Traeger Pellet Grills, LLC	Internal Chimney System for Grills and Smokers	Sep 09, 2015	Converted		62/216,151
Traeger Pellet Grills, LLC	Internal Chimney System for Grills and Smokers	Dec 02, 2016	Pending		15/316,121
Traeger Pellet Grills, LLC	Leg Assembly Methods and Systems	Dec 27, 2016	Pending		62/439,215
Traeger Pellet Grills, LLC	Barbeque Grill	Aug 08, 1994	Issued	D370,823	26,912
Traeger Pellet Grills, LLC	Tractor Pellet Grill	Nov 16, 2007	Issued	D577,945	29/297,759
Traeger Pellet Grills, LLC	Outdoor Fireplace	Aug 14, 2013	Issued	D724,714	29/464,266

Grantor	Title	Filing or Deposit Date	Status	Patent No.	Serial No.
Traeger Pellet Grills, LLC	Grills Skirt (Memphis)	Mar 11, 2015	Issued	D760,539	29/474,954
Traeger Pellet Grills, LLC	Grill with Basket Front	Mar 15, 2016	Pending		29/558,106
Traeger Pellet Grills, LLC	Grill with Elongate, Oval Profile	Sep 17, 2015	Pending		29/539,822
Traeger Pellet Grills, LLC	Lid and Hinge on Oval Grill	Sep 17, 2015	Pending		29/539,825
Traeger Pellet Grills, LLC	Grill Towel Bar (Circle)	Sep 17, 2015	Pending		29/539,828
Traeger Pellet Grills, LLC	Grill Shelf with Modular Components for Drinks or Tools	Sep 17, 2015	Pending		29/539,831
Traeger Pellet Grills, LLC	Grill Internal Chimneys and Retrofit	Sep 17, 2015	Pending		29/539,832
Traeger Pellet Grills, LLC	3-Tiered Rack System	Sep 17, 2015	Pending		29/539,834
Traeger Pellet Grills, LLC	Grill Leg Connection and Leg Shape	Aug 31, 2015	Pending		29/538,003
Traeger Pellet Grills, LLC	Grill Lid with Squared Towel Bar	Nov 03, 2016	Pending		29/583,235
Traeger Pellet Grills, LLC	TT Lid with Squared Towel Bar	Nov 03, 2016	Pending		29/583,239

SCHEDULE B

TRADEMARKS

Grantor	Mark	Filing Date	Application Number	Registration Number	Status
Traeger Pellet Grills LLC	TRAEGER	Jan. 27, 1986	73/579,654	1,425,662	Registered
Traeger Pellet Grills LLC	TRAEGER	Jul. 14, 2006	78,929,918	3,244,718	Registered
Traeger Pellet Grills LLC	TRAEGER	Nov. 16, 2010	85/178,217	4,082,237	Registered
Traeger Pellet Grills LLC	TRAEGER	Feb. 07, 2013	85/843,395	4,569,153	Registered
Traeger Pellet Grills LLC	TRAEGER	Oct. 28, 2013	86/103,558	4,559,448	Registered
Traeger Pellet Grills LLC	TASTE THE DIFFERENCE	Nov. 20, 2006	77/048,169	3,289,659	Registered
Traeger Pellet Grills LLC	TASTE THE DIFFERENCE	Nov. 18, 2010	85/180,514	4,195,309	Registered
Traeger Pellet Grills LLC	TRAEGER PELLETT GRILLS	Dec. 12, 2006	77/062,706	3,296,618	Registered
Traeger Pellet Grills LLC	TRAEGER WOOD PELLETT GRILLS	Sep. 22, 2006	77/005,463	3,241,169	Registered
Traeger Pellet Grills LLC	TRAEGER WOOD PELLETT GRILLS	Nov. 16, 2010	85/178,243	4,082,238	Registered
Traeger Pellet Grills LLC	TRAEGER WOOD PELLETT GRILLS AND MTN DESIGN	Feb. 21, 2013	85/856,059	4,472,461	Registered
Traeger Pellet Grills LLC					
Traeger Pellet Grills LLC	TRAEGER MTN DESIGN	Jan. 01, 2015	86/494,007	4,989,530	Registered
Traeger Pellet Grills LLC	TRAEGER GRILLS	Apr. 24, 2014	86/262,237	5,055,041	Registered
Traeger Pellet Grills LLC	TRAEGER WOOD FIRED GRILLS	Jul. 06, 2015	86/684,539	5,276,913	Registered
Traeger Pellet Grills LLC	TRAEGER WIFIRE	Aug. 17, 2015	86/726,613		Pending ITU
Traeger Pellet Grills LLC	WIFIRE	Nov. 03, 2015	86/808, 239	5,237,730	Registered
Traeger Pellet Grills LLC	WIFIRE	Sep. 06, 2016	87/162,004		Pending ITU
Traeger Pellet Grills LLC	TRU CONVECTION	Nov. 03, 2015	86/808,411	5,281,848	Registered

Grantor	Mark	Filing Date	Application Number	Registration Number	Status
Traeger Pellet Grills LLC	TRAEGER DOWNDRAFT EXHAUST	Nov. 03, 2015	86/808,518	5,277,065	Registered
Traeger Pellet Grills LLC	TIMBERLINE	Feb. 01, 2016	86/893,564		Allowed
Traeger Pellet Grills LLC	SET IT AND FORGET IT	May. 03, 2016	87/023,748		Pending ITU
Traeger Pellet Grills LLC	TASTE THE WOOD FIRED DIFFERENCE	Sep. 06, 2016	87/162,009		Pending ITU
Traeger Pellet Grills LLC	IRONWOOD	June 24, 2017	87/504,029		Pending ITU
Traeger Pellet Grills LLC	ADVANCED GRILLING LOGIC	Feb. 01, 2016	86/893,575	5,282,018	Registered

SCHEDULE C
COPYRIGHTS

None