

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657393

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY at R/F 6160/0562

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		06/29/2021	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	Traeger Pellet Grills LLC
Street Address:	1215 Wilmington Avenue
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84106
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	73579654	TRAEGER
Serial Number:	78929918	TRAEGER
Serial Number:	85178217	TRAEGER
Serial Number:	85843395	TRAEGER
Serial Number:	86103558	TRAEGER
Serial Number:	77048169	TASTE THE DIFFERENCE
Serial Number:	85180514	TASTE THE DIFFERENCE
Serial Number:	77062706	TRAEGER PELLETT GRILLS
Serial Number:	77005463	TRAEGER WOOD PELLETT GRILLS
Serial Number:	85178243	TRAEGER WOOD PELLETT GRILLS
Serial Number:	85856059	TRAEGER WOOD PELLETT GRILLS
Serial Number:	86494007	TRAEGER
Serial Number:	86262237	TRAEGER GRILLS
Serial Number:	86684539	TRAEGER WOOD FIRED GRILLS
Serial Number:	86808239	WIFIRE
Serial Number:	86808411	TRU CONVECTION
Serial Number:	86808518	TRAEGER DOWNDRAFT EXHAUST

OP \$490.00 73579654

Property Type	Number	Word Mark
Serial Number:	86893564	TIMBERLINE
Serial Number:	86893575	ADVANCED GRILLING LOGIC

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: 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	030786-0835
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	07/01/2021

Total Attachments: 8

- source=Traeger - Second Lien IP Release [Executed]#page1.tif
- source=Traeger - Second Lien IP Release [Executed]#page2.tif
- source=Traeger - Second Lien IP Release [Executed]#page3.tif
- source=Traeger - Second Lien IP Release [Executed]#page4.tif
- source=Traeger - Second Lien IP Release [Executed]#page5.tif
- source=Traeger - Second Lien IP Release [Executed]#page6.tif
- source=Traeger - Second Lien IP Release [Executed]#page7.tif
- source=Traeger - Second Lien IP Release [Executed]#page8.tif

RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “**Release**”), dated as of June 29, 2021 (the “**Effective Date**”), is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the ratable benefit of the Secured Parties (the “**Collateral Agent**”) in favor of TRAEGER PELLET GRILLS LLC (the “**Grantor**”). All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed to them in the IP Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of September 25, 2017, among the Grantor, the Collateral Agent, and the other parties thereto (as may have been amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), the Grantor executed and delivered that certain Second Lien Intellectual Property Security Agreement, dated as of September 25, 2017 (the “**IP Security Agreement**”), which was recorded in the United States Patent and Trademark Office (“**USPTO**”) on September 25, 2017 at Reel/Frame 043999/0422 (with respect to the Patents) and at Reel/Frame 6160/0562 (with respect to the Trademarks);

WHEREAS, pursuant to the Security Agreement and the IP Security Agreement, the Grantor granted a security interest in (the “**Security Interest**”) all of the Grantor’s right, title and interest in and to the following, but excluding certain intent-to-use Trademark applications and certain leases, licenses, or other agreements to the extent set forth therein (collectively, 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 (the “**Patents**”);

(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 (the “**Trademarks**”);

(iii) all copyrights, including, without limitation, copyrights in Computer Software, internet web sites and the content thereof, whether registered or unregistered;

(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, then or thereafter, is a party or a beneficiary;

(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 then or thereafter 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; and

WHEREAS, the Collateral Agent and the Grantor acknowledge that the requirements for releasing the Security Interest in the Collateral have been met.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, hereby (a) terminates and cancels the IP Security Agreement, (b) releases, discharges, terminates and cancels the Security Interest in the Collateral, and (c) re-assigns to the Grantor any right, title or interest it may have in the Collateral, in each case without recourse to the Collateral Agent and without representation or warranty of any kind.

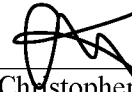
The Grantor, or any successor to the Grantor (including any person or entity hereafter having any right, title or interest in or to the Collateral), is hereby authorized to record this Release in the USPTO.

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized representative as of the Effective Date.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: 
Name: William O'Daly
Title: Authorized Signatory

By: 
Name: Christopher Zybrick
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 PELLET GRILLS	Dec. 12, 2006	77/062,706	3,296,618	Registered
Traeger Pellet Grills LLC	TRAEGER WOOD PELLET GRILLS	Sep. 22, 2006	77/095,463	3,241,169	Registered
Traeger Pellet Grills LLC	TRAEGER WOOD PELLET GRILLS	Nov. 16, 2010	85/178,243	4,082,238	Registered
Traeger Pellet Grills LLC	TRAEGER WOOD PELLET 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	86/898,518	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