

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4610138

|                                   |  |                       |
|-----------------------------------|--|-----------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT   |                       |
| <b>NATURE OF CONVEYANCE:</b>      | FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT          |                       |
| <b>CONVEYING PARTY DATA</b>       |  |                       |
|                                   | <b>Name</b>  | <b>Execution Date</b> |
|                                   | TRAEGER PELLETT GRILLS LLC                                   | 09/25/2017            |
| <b>RECEIVING PARTY DATA</b>       |  |                       |
| <b>Name:</b>                      | CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT |                       |
| <b>Street Address:</b>            | 11 MADISON AVENUE  |                       |
| <b>Internal Address:</b>          | 9TH FLOOR  |                       |
| <b>City:</b>                      | NEW YORK   |                       |
| <b>State/Country:</b>             | NEW YORK   |                       |
| <b>Postal Code:</b>               | 10010  |                       |
| <b>PROPERTY NUMBERS Total: 34</b> |  |                       |
| <b>Property Type</b>              | <b>Number</b>  |                       |
| Patent Number:                    | 7517371  |                       |
| Patent Number:                    | 7959692  |                       |
| Patent Number:                    | 8328884  |                       |
| Patent Number:                    | D370823  |                       |
| Patent Number:                    | D577945  |                       |
| Patent Number:                    | D724714  |                       |
| Patent Number:                    | D760539  |                       |
| Application Number:               | 62245535   |                       |
| Application Number:               | 15510996   |                       |
| Application Number:               | 62245549   |                       |
| Application Number:               | 15511319   |                       |
| Application Number:               | 62138217   |                       |
| Application Number:               | 14906526   |                       |
| Application Number:               | 62216132   |                       |
| Application Number:               | 15070225   |                       |
| Application Number:               | 62216136   |                       |
| Application Number:               | 15070220   |                       |
| Application Number:               | 62245530   |                       |
| Application Number:               | 15114744   |                       |

PATENT

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 62216142 |
| Application Number: | 15316118 |
| Application Number: | 62216151 |
| Application Number: | 15316121 |
| Application Number: | 62439215 |
| Application Number: | 29558106 |
| Application Number: | 29539822 |
| Application Number: | 29539825 |
| Application Number: | 29539828 |
| Application Number: | 29539831 |
| Application Number: | 29539832 |
| Application Number: | 29539834 |
| Application Number: | 29538003 |
| Application Number: | 29583235 |
| Application Number: | 29583239 |

#### CORRESPONDENCE DATA

**Fax Number:** (212)751-4864

*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

|                                |                     |
|--------------------------------|---------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 030786-0835         |
| <b>NAME OF SUBMITTER:</b>      | ANGELA M. AMARU     |
| <b>SIGNATURE:</b>              | /S/ Angela M. Amaru |
| <b>DATE SIGNED:</b>            | 09/25/2017          |

#### Total Attachments: 11

source=Traeger - First Lien Intellectual Property Security Agreement#page1.tif  
source=Traeger - First Lien Intellectual Property Security Agreement#page2.tif  
source=Traeger - First Lien Intellectual Property Security Agreement#page3.tif  
source=Traeger - First Lien Intellectual Property Security Agreement#page4.tif  
source=Traeger - First Lien Intellectual Property Security Agreement#page5.tif  
source=Traeger - First Lien Intellectual Property Security Agreement#page6.tif  
source=Traeger - First Lien Intellectual Property Security Agreement#page7.tif  
source=Traeger - First Lien Intellectual Property Security Agreement#page8.tif  
source=Traeger - First Lien Intellectual Property Security Agreement#page9.tif  
source=Traeger - First Lien Intellectual Property Security Agreement#page10.tif



## FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST 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 First 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, the other Loan Parties from time to time party thereto 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 and the making of L/C Credit Extensions by the Lenders and the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain First 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-tranched, 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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:

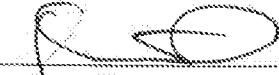
TRAEGER PELLET GRILLS LLC

By: 

Name: Mark Watkins

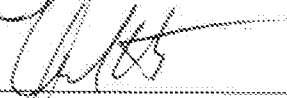
Title: Chief Financial Officer

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

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

**SCHEDULE B****TRADEMARKS**

| <b>Grantor</b>            | <b>Mark</b>   | <b>Filing Date</b> | <b>Application Number</b> | <b>Registration Number</b> | <b>Status</b> |
|---------------------------|---|--------------------|---------------------------|----------------------------|---------------|
| 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      | 77/005,463                | 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<br>DOWNDRAFT<br>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<br>FORGET IT               | May. 03, 2016 | 87/023,748         |                     | Pending ITU    |
| Traeger Pellet Grills LLC | TASTE THE<br>WOOD FIRED<br>DIFFERENCE | Sep. 06, 2016 | 87/162,009         |                     | Pending<br>ITU |
| Traeger Pellet Grills LLC | IRONWOOD                              | June 24, 2017 | 87/504,029         |                     | Pending<br>ITU |
| Traeger Pellet Grills LLC | ADVANCED<br>GRILLING<br>LOGIC         | Feb. 01, 2016 | 86/893,575         | 5,282,018           | Registered     |

**SCHEDULE C**

**COPYRIGHTS**

None