

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501254

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HEARTLAND CONSUMER PRODUCTS LLC		12/07/2018	Limited Liability Company: DELAWARE
TC HEARTLAND LLC		12/07/2018	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	COOPERATIEVE RABOBANK U.A., NEW YORK BRANCH, as Administrative Agent
Street Address:	245 Park Avenue
City:	NEW YORK
State/Country:	NEW MEXICO
Postal Code:	10167
Entity Type:	A New York State Licensed Branch of a Dutch Banking Cooperative: NETHERLANDS

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Serial Number:	86160993	CUANDO PIENSES EN AZUCAR, USA SPLENDA
Serial Number:	86284605	DIABETES FRIENDLY
Serial Number:	76671602	IMAGINE LIFE SWEETER
Serial Number:	86643928	JAVA HOUSE
Serial Number:	87772350	JAVA HOUSE
Serial Number:	88038996	JAVA HOUSE
Serial Number:	88039022	JAVA HOUSE AUTHENTIC COLD BREW COFFEE
Serial Number:	88039041	MADE WITH JAVA HOUSE AUTHENTIC COLD BREW
Serial Number:	85452917	NECTRESSE
Serial Number:	87085253	S
Serial Number:	73753952	SPLENDA
Serial Number:	77056503	SPLENDA
Serial Number:	87353969	SPLENDA
Serial Number:	87558056	SPLENDA
Serial Number:	87400502	SPLENDA
Serial Number:	87010504	SPLENDA ZERO

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85000370	IDEAL FOR THE WHOLE FAMILY SPLENDA SWEET
Serial Number:	85004058	
Serial Number:	85000369	IDEAL FOR THE WHOLE FAMILY SPLENDA NO CA
Serial Number:	85004051	
Serial Number:	85000368	IDEAL FOR THE WHOLE FAMILY SPLENDA NO CA
Serial Number:	85004049	
Serial Number:	85000363	IDEAL FOR THE WHOLE FAMILY SPLENDA NO CA
Serial Number:	85004824	IDEAL FOR THE WHOLE FAMILY SPLENDA NO CA
Registration Number:	4218270	
Registration Number:	4218269	
Serial Number:	85004017	IDEAL FOR THE WHOLE FAMILY SPLENDA NO CA
Serial Number:	85004823	IDEAL FOR THE WHOLE FAMILY SPLENDA NO CA
Serial Number:	85004003	
Serial Number:	85004825	
Registration Number:	4664653	SPLENDA LIVING
Registration Number:	4122308	IDEAL FOR THE WHOLE FAMILY SPLENDA NO CA
Serial Number:	85004826	IDEAL FOR THE WHOLE FAMILY SPLENDA NO CA
Serial Number:	85004043	
Serial Number:	85004023	
Serial Number:	85004008	IDEAL FOR THE WHOLE FAMILY SPLENDA NO CA
Serial Number:	85004827	SPLENDA IDEAL FOR THE WHOLE FAMILY NO CA
Serial Number:	85004001	IDEAL FOR THE WHOLE FAMILY SPLENDA NO CA
Serial Number:	85004828	
Serial Number:	86560125	S YUMMY LOVE DELIGHT SHARE FAMILY YUM DE
Serial Number:	85000365	IDEAL FOR THE WHOLE FAMILY SPLENDA SWEET
Serial Number:	85004028	
Serial Number:	76676529	SPLENDIDLIFE.COM
Serial Number:	87917087	SUGAR 50
Serial Number:	86630667	SWEET SWAPS
Serial Number:	86630668	SWEET SWAPS
Serial Number:	87012521	SWEET SWAPS SPLENDA
Serial Number:	76674819	THE SWEET DISH
Serial Number:	86366610	THE SWEET SCOOP
Serial Number:	87930606	THE TASTE OF AUTHENTICITY
Serial Number:	85741527	GO SPLASH
Serial Number:	77564769	IDEAL
Serial Number:	77676377	IDEAL
Serial Number:	86263084	INTRUST

Property Type	Number	Word Mark
Serial Number:	77460459	KEEP THE TASTE, NOT THE CALORIES
Serial Number:	85619069	MONKFRUIT TO GO
Serial Number:	76648577	NEVELLA
Serial Number:	85619024	STEVIA TO GO
Serial Number:	85630240	STEVIA EXTRACT TO GO
Serial Number:	85619070	SUCRALOSE TO GO

CORRESPONDENCE DATA

Fax Number: 6785532602

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: 67855323601

Email: jimmarl@gtlaw.com

Correspondent Name: LaShana C. Jimmar, Paralegal

Address Line 1: GREENBERG TRAUIG, LLP

Address Line 2: 3333 PIEDMONT ROAD, NE, SUITE 2500

Address Line 4: ATLANTA, GEORGIA 30305

ATTORNEY DOCKET NUMBER: 123235.015100

NAME OF SUBMITTER: LaShana C. Jimmar

SIGNATURE: /LaShana C. Jimmar/

DATE SIGNED: 12/07/2018

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of December 7, 2018, among Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH (“*Rabobank*”), in its capacity as administrative agent (together with its permitted successors and assigns, “*Administrative Agent*”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of December 7, 2018 as amended, restated, supplemented, extended or otherwise modified from time to time, the “*Credit Agreement*”), by and among Heartland Consumer Products Intermediate Holdings LLC, a Delaware limited liability company, Heartland Consumer Products Holdings LLC, a Delaware limited liability company, as borrower (“*Borrower*”), the various financial institutions party thereto as a lender (each a “*Lender*”, and collectively, the “*Lenders*”), and Administrative Agent, Lenders are willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof.

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrower and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Amended and Restated Pledge and Security Agreement dated as of December 7, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”).

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for its benefit and for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants and pledges to Administrative 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 property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

- (a) all of such Grantor’s Trademarks, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by,

each Trademark; and

(d) all proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any Security Interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Security Interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any new trademark rights registered or applied for trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing Security Interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission

or other electronic transmission shall be deemed an original signature hereto.

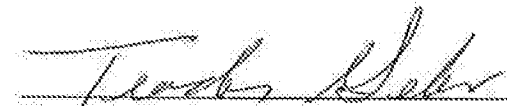
7. GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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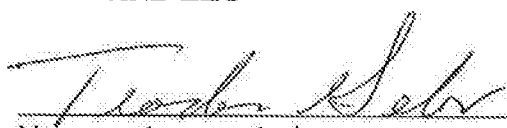
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTORS:

HEARTLAND CONSUMER PRODUCTS LLC

By: 
Name: Teodor Gelov
Title: CEO

TC HEARTLAND LLC

By: 
Name: Teodor Gelov
Title: CEO

**ACKNOWLEDGED AND
AGREED:**

**COÖPERATIEVE RABOBANK U.A., NEW
YORK BRANCH,** as Administrative Agent

By: 
Name: Naoko Kojima
Title: Executive Director

By: 
Name: Anthony Fianza
Title: Vice President

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration	Jurisdiction
Heartland Consumer Products LLC	CUANDO PIENSES EN AZUCAR, USA SPLENDA	86/160993	4744600	1/9/2014	05/26/2015	U.S.
Heartland Consumer Products LLC	DIABETES FRIENDLY LOGO	86/284605	—	5/19/2014	—	U.S.
Heartland Consumer Products LLC	IMAGINE LIFE SWEETER	76/671602	3561483	1/22/2007	1/13/2009	U.S.
Heartland Consumer Products LLC	JAVA HOUSE	86/643928	5223734	5/28/2015	6/3/2017	U.S.
Heartland Consumer Products LLC	JAVA HOUSE	87/772350	—	1/26/2018	—	U.S.
Heartland Consumer Products LLC	JAVA HOUSE	88/038996	—	7/16/2018	—	U.S.
Heartland Consumer Products LLC	JAVA HOUSE AUTHENTIC COLD BREW	88/039022	—	7/16/2018	—	U.S.
Heartland Consumer Products LLC	MADE WITH JAVA HOUSE AUTHENTIC COLD BREW COFFEE	88/039041	—	7/16/2018	—	U.S.
Heartland Consumer Products LLC	NECTRESSE	85/452917	4388747	10/21/2011	8/20/2013	U.S.

Heartland Consumer Products LLC	S	87/085253	5178318	6/27/2016	4/4/2017	U.S.
Heartland Consumer Products LLC	SPLENDA	73/753952	1544079	9/26/1988	6/20/1989	U.S.
Heartland Consumer Products LLC	SPLENDA	77/056503	3346910	12/4/2006	12/4/2007	U.S.
Heartland Consumer Products LLC	SPLENDA	87/353969	5286183	3/1/2017	9/12/2017	U.S.
Heartland Consumer Products LLC	SPLENDA	87/558056	—	8/7/2017	—	U.S.
Heartland Consumer Products LLC	SPLENDA	87/400502	5434655	4/6/2017	3/27/2018	U.S.
Heartland Consumer Products, LLC	SPLENDA ZERO	87/010504	5224428	4/22/2016	6/13/2017	U.S.
Heartland Consumer Products LLC	SPLENDA BROWN SUGAR PACKAGE 1 IN BLACK/WHITE	85/000370	4165029	3/29/2010	6/26/2012	U.S.
Heartland Consumer Products LLC	SPLENDA BROWN SUGAR PACKAGE 2 IN BLACK/WHITE	85/004058	4280156	4/1/2010	1/22/2013	U.S.
Heartland Consumer Products LLC	SPLENDA FIBER PACKAGE 1 IN BLACK/WHITE	85/000369	4172136	4/1/2010	7/10/2012	U.S.

Heartland Consumer Products LLC	SPLENDA FIBER PACKAGE 2 IN BLACK/WHITE	85/004051	4218272	4/1/2010	10/2/2012	U.S.
Heartland Consumer Products LLC	SPLENDA FLAVOR PACKAGE 1 IN BLACK/WHITE	85/000368	4301712	3/29/2010	3/12/2013	U.S.
Heartland Consumer Products LLC	SPLENDA FLAVOR PACKAGE 2 IN BLACK/WHITE	85/004049	4280155	4/1/2010	1/22/2013	U.S.
Heartland Consumer Products LLC	SPLENDA GRANULATED PACKAGE 1 IN BLACK/WHITE	85/000363	4172135	4/1/2010	7/10/2012	U.S.
Heartland Consumer Products LLC	SPLENDA GRANULATED PACKAGE 1 IN COLOR	85/004824	4230392	4/2/2010	10/23/2012	U.S.
Heartland Consumer Products LLC	SPLENDA GRANULATED PACKAGE 2 IN BLACK/WHITE	85/004039	4218270	4/1/2010	10/2/2012	U.S.
Heartland Consumer Products LLC	SPLENDA GRANULATED PACKAGE 2 IN COLOR	85/004033	4218269	4/1/2010	10/2/2012	U.S.

Heartland Consumer Products LLC	SPLENDA GRANULATED PACKAGE 3 IN BLACK/WHITE	85/004017	4187229	4/1/2010	8/7/2012	U.S.
Heartland Consumer Products LLC	SPLENDA GRANULATED PACKAGE 3 IN COLOR	85/004823	4202774	4/2/2010	9/4/2012	U.S.
Heartland Consumer Products LLC	SPLENDA GRANULATED PACKAGE 4 IN BLACK/WHITE	85/004003	4172144	4/1/2010	7/10/2012	U.S.
Heartland Consumer Products LLC	SPLENDA GRANULATED PACKAGE 4 IN COLOR	85/004825	4222301	4/2/2010	10/9/2012	U.S.
Heartland Consumer Products LLC	SPLENDA LIVING	86/096464	4664653	10/16/2013	12/30/2014	U.S.
Heartland Consumer Products LLC	SPLENDA PACKET PACKAGE 1 IN BLACK/WHITE	85/000364	4122308	4/1/2010	4/3/2012	U.S.
Heartland Consumer Products LLC	SPLENDA PACKET PACKAGE 1 IN COLOR	85/004826	4238101	4/2/2010	11/6/2012	U.S.

Heartland Consumer Products LLC	SPLENDA PACKET PACKAGE 2 IN BLACK/WHITE	85/004043	4218271	4/1/2010	10/2/2012	U.S.
Heartland Consumer Products LLC	SPLENDA PACKET PACKAGE 2 IN COLOR	85/004023	4218267	4/1/2010	10/2/2012	U.S.
Heartland Consumer Products LLC	SPLENDA PACKET PACKAGE 3 IN BLACK/WHITE	85/004008	4183703	4/1/2010	7/31/2012	U.S.
Heartland Consumer Products LLC	SPLENDA PACKET PACKAGE 3 IN COLOR	85/004827	4106164	4/1/2010	2/28/2012	U.S.
Heartland Consumer Products LLC	SPLENDA PACKET PACKAGE 4 IN BLACK/WHITE	85/004001	4122311	4/1/2010	4/3/2012	U.S.
Heartland Consumer Products LLC	SPLENDA PACKET PACKAGE 4 IN COLOR	85/004828	4222302	4/2/2010	10/9/2012	U.S.
Heartland Consumer Products LLC	SPLENDA S	86/560125	—	3/11/2015	—	U.S.

Heartland Consumer Products LLC	SPLENDA SUGAR BLEND PACKAGE 1 IN BLACK/WHITE	85/000365	4165028	3/29/2010	6/26/2012	U.S.
Heartland Consumer Products LLC	SPLENDA SUGAR BLEND PACKAGE 2 IN BLACK/WHITE	85/004028	4218268	4/1/2010	10/2/2012	U.S.
Heartland Consumer Products LLC	SPLENDIDLIFE.COM	76/676529	3640000	5/7/2007	6/16/2009	U.S.
Heartland Consumer Products LLC	SUGAR 50	87/917087	—	7/16/2018	—	U.S.
Heartland Consumer Products LLC	SWEET SWAPS	86/630667	4841523	5/15/2015	10/27/2015	U.S.
Heartland Consumer Products LLC	SWEET SWAPS	86/630668	4952956	5/15/2015	5/3/2016	U.S.
Heartland Consumer Products LLC	SWEET SWAPS SPLENDA	87/012521	5104211	4/25/2016	12/20/2016	U.S.

Heartland Consumer Products LLC	THE SWEET DISH	76/674819	3550582	3/29/2007	12/23/2008	U.S.
Heartland Consumer Products LLC	THE SWEET SCOOP LOGO	86/366610	4753380	8/14/2014	6/9/2015	U.S.
Heartland Consumer Products LLC	THE TASTE OF AUTHENTICITY	87/930606	—	5/21/2018	—	U.S.
TC Heartland LLC	GO SPLASH	85741527	4413397	9/28/2012	10/8/2013	U.S.
TC Heartland LLC	IDEAL	77564769	3655825	4/8/2008	7/14/2009	U.S.
TC Heartland LLC	IDEAL & Design	77676377	3682707	2/23/2009	9/15/2009	U.S.
TC Heartland LLC	INTRUST	86263084	4773973	4/25/2014	7/14/2015	U.S.

TC Heartland LLC	KEEP THE TASTE, NOT THE CALORIES	77460459	3543497	4/29/2008	12/9/2008	U.S.
TC Heartland LLC	MONKFRUIT TO GO	85619069	4293482	5/8/2012	2/19/2013	U.S.
TC Heartland LLC	NEVELLA	76648577	3436589	10/17/2005	5/27/2008	U.S.
TC Heartland LLC	STEVIA EXTRACT TO GO	85630240	4293493	5/21/2012	2/19/2013	U.S.
TC Heartland LLC	STEVIA TO GO	85619024	4293480	5/7/2012	2/19/2013	U.S.
TC Heartland LLC	SUCRALOSE TO GO	85619070	4293483	5/8/2012	2/19/2013	U.S.