

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529204

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Heartland Co-op		06/25/2019	a cooperative association: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CoBank, ACB		
<b>Street Address:</b>	6340 S. Fiddlers Green Circle		
<b>City:</b>	Greenwood Village		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80111		
<b>Entity Type:</b>	a federally chartered instrumentality: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4124952	HEARTLAND CO-OP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6127661600		
<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>			
<b>Phone:</b>	612-766-6911		
<b>Email:</b>	susan.carlson@faegrebd.com		
<b>Correspondent Name:</b>	Susan Carlson, Faegre Baker Daniels LLP		
<b>Address Line 1:</b>	90 South 7th Street Ste 2200		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Susan Carlson		
<b>SIGNATURE:</b>	/e/ Susan Carlson		
<b>DATE SIGNED:</b>	06/25/2019		
<b>Total Attachments: 4</b>			
source=Heartland - Trademark Security Agreement (2019) Executed#page1.tif			
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the “**Agreement**”) is entered into as of June 25, 2019, by and between Heartland Co-op, a cooperative association formed under the laws of the State of Iowa (“**Borrower**”), and CoBank, ACB, a federally chartered instrumentality of the United States, in its capacity as administrative agent for the Lenders under the Credit Agreement described below (in such capacity, “**Agent**”).

### RECITALS

A. Borrower and Agent are parties to a Credit Agreement of even date herewith by and among Borrower, the lenders from time to time party thereto and Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), setting forth the terms on which Agent and the lenders party thereto may now or hereafter extend credit to or for the account of Borrower.

B. As a condition to extending credit to or for the account of Borrower, Agent has required the execution and delivery of this Agreement by Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined in the Credit Agreement and not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

“**Trademarks**” means all of Borrower’s right, title and interest in and to any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including without limitation (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on *Exhibit A* attached hereto, (b) all renewals of any of the foregoing, (c) all income, royalties, damages and payments now and hereafter due or payable under any of the foregoing or with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (d) the right to sue for past, present and future infringements and dilutions of any of the foregoing, (e) the goodwill of Borrower’s business symbolized by any of the foregoing or connected therewith, and (f) all of Borrower’s rights corresponding thereto throughout the world.


2. **Security Interest.** Borrower hereby irrevocably pledges and assigns to, and grants Agent a security interest (the “**Security Interest**”) with power of sale to the extent permitted by law, in the Trademarks to secure the Obligations. As set forth in the Credit Agreement and certain other Loan Documents, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. **General Rights and Obligations.** Except as expressly set forth herein, the rights and obligations of Borrower and Agent with respect to the Trademarks shall in all respects be governed by the Credit Agreement and the other Loan Documents, the terms of which are incorporated as fully as if set forth at length herein.

*Signature Page Follows.*

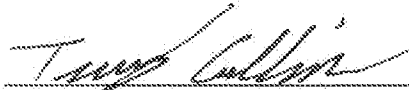
IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date first written above.

HEARTLAND CO-OP

By:   
Name: Brian Bailey  
Its: CEO

Address:  
Heartland Co-op  
2829 Westown Pky Suite 350  
West Des Moines, IA 50266

COBANK, ACB, as Agent

By: 

Name: Troy Collins

Its: Vice President

Address:

CoBank, ACB

6340 S. Fiddlers Green Circle

Greenwood Village, CO 80111

Attn: Credit Information Services

Fax: (303) 224-6101

Email: CIServices@cobank.com

**EXHIBIT A**

TRADEMARKS

**Domestic Trademark Registrations and Applications**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Current Owner</b>
<b>Heartland Co-op</b>	85373819	7/18/2011	4124952	4/10/2012	Heartland Co-op