

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM531896

<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>
PureField Ingredients LLC	FORMERLY Marble Arch LLC	07/12/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CoBank, ACB, as Administrative Agent		
<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: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5251304	HEARTLAND 75	
<b>Serial Number:</b>	87317862	HEARTLAND PURE	
<b>Registration Number:</b>	5633490	HEARTLAND STRONG	
<b>Serial Number:</b>	88219683	HEARTLAND BRAND	
<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 St 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>	07/15/2019		
<b>Total Attachments: 5</b>			
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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (the “**Agreement**”) is entered into as of July 12, 2019, by and between PureField Ingredients LLC (formerly known as Marble Arch LLC), a Delaware limited liability company (“**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 dated as of April 1, 2019 by and among Borrower, the guarantors from time to time party thereto, 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. On or about May 22, 2019, Borrower underwent a name change, modifying its name from “Marble Arch LLC” to “PureField Ingredients LLC” (the “Name Change”); following the Name Change, PureField Ingredients LLC remains subject to all of the obligations and liabilities of Borrower under the Loan Documents (as defined in the Credit Agreement).

C. As a condition to the Omnibus Amendment to Loan Documents of even date herewith among Borrower, Agent and the other parties thereto, 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 Secured 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.

4. **Amendment and Restatement.** This Agreement constitutes an amendment to, and a complete restatement of, that certain Trademark Security Agreement dated as of April 1, 2019 made by Borrower in favor of Agent, recorded with the United States Patent and Trademark Office on April 1, 2019 at Reel 6605, Frame 0816.

*Signature Page Follows.*

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

PUREFIELD INGREDIENTS LLC

By: 

Name: Gareth Jones

Title: Chief Financial Officer

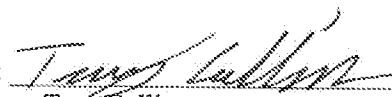
Address:

100 West Putnam Avenue

Greenwich, Connecticut 06830

*Signature Page to Amended and Restated Trademark Security Agreement*

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

*Signature Page to Amended and Restated Trademark Security Agreement*

**TRADEMARK**  
**REEL: 006694 FRAME: 0046**

**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 75</b>	87317847	1/30/2017	5251304	7/25/2017	PureField Ingredients LLC
<b>Heartland Pure</b>	87317862	1/30/2017	N/A	Pending	PureField Ingredients LLC
<b>Heartland Strong</b>	87317887	1/30/2017	5633490	12/18/2018	PureField Ingredients LLC
<b>Heartland Brand</b>	88219683	12/6/2018	N/A	Pending	PureField Ingredients LLC