

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TC Heartland LLC		04/16/2021	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	City National Bank, as Administrative Agent		
Street Address:	555 South Flower Street, 21st Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4413397	GO SPLASH	
Registration Number:	3655825	IDEAL	
Registration Number:	3682707	IDEAL	
Registration Number:	4773973	INTRUST	
Registration Number:	3436589	NEVELLA	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	061700-0040		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	09/21/2021		
Total Attachments: 7			

OP \$140.00 4413397

source=Heartland - Trademark Security Agreement FE#page1.tif
source=Heartland - Trademark Security Agreement FE#page2.tif
source=Heartland - Trademark Security Agreement FE#page3.tif
source=Heartland - Trademark Security Agreement FE#page4.tif
source=Heartland - Trademark Security Agreement FE#page5.tif
source=Heartland - Trademark Security Agreement FE#page6.tif
source=Heartland - Trademark Security Agreement FE#page7.tif

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) dated as of April 16, 2021, among Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**,” and each individually, “**Grantor**”), and **CITY NATIONAL BANK (“CNB”)**, in its capacity as administrative agent for the Secured Parties (in such capacity, together with its permitted successors and assigns, “**Administrative Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 16, 2021 (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 (“**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 Pledge and Security Agreement dated as of April 16, 2021 (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.

[Remainder of Page Intentionally Left Blank]

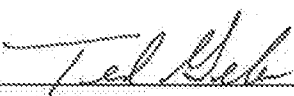
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTORS:

HEARTLAND CONSUMER PRODUCTS LLC

By: 
Name: Ted Gelov
Title: Chief Executive Officer

TC HEARTLAND LLC

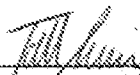
By: 
Name: Ted Gelov
Title: Chief Executive Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007427 FRAME: 0308

ACKNOWLEDGED AND
AGREED:

CITY NATIONAL BANK,
as Administrative Agent

By: 
Name: Todd Shrier
Title: Senior Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007427 FRAME: 0309

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademarks

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
HEARTLAND CONSUMER PRODUCTS LLC	BEST DAMN TEA	88/325,617	6,081,204	3/5/2019	6/16/2020
HEARTLAND CONSUMER PRODUCTS LLC	CUANDO PIENSES EN AZUCAR, USA SPLENDA	86/160,993	4,744,600	1/9/2014	5/26/2015
HEARTLAND CONSUMER PRODUCTS LLC	DIABETES FRIENDLY LOGO	86/284,605	4,983,832	5/19/2014	6/21/2016
HEARTLAND CONSUMER PRODUCTS LLC	JAVA HOUSE	86/643,928	5,223,734	5/28/2015	6/13/2017
HEARTLAND CONSUMER PRODUCTS LLC	JAVA HOUSE	87/772,350	5,620,671	1/26/2018	12/4/2018
HEARTLAND CONSUMER PRODUCTS LLC	PROMISE COLD BREW TEA	88/572,795	6,137,764	8/9/2019	8/25/2020
HEARTLAND CONSUMER PRODUCTS LLC	S YUMMY LOVE DELIGHT SHARE FAMILY YUM DELICIOUS SWEET YUM ENJOY TASTE (Stylized)	86/560,125	4,970,084	3/11/2015	5/31/2016
HEARTLAND CONSUMER PRODUCTS LLC	SPLENDA	73/753,952	1,544,079	9/26/1988	6/20/1989
HEARTLAND CONSUMER PRODUCTS LLC	SPLENDA	77/056,503	3346910	12/4/2006	12/4/2007
HEARTLAND CONSUMER PRODUCTS LLC	SPLENDA	87/353,969	5,286,183	3/1/2017	9/12/2017
HEARTLAND CONSUMER PRODUCTS LLC	SPLENDA (Tea Concentrates)	87/400,502	5,434,655	4/6/2017	3/27/2018

TRADEMARK SECURITY AGREEMENT

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
HEARTLAND CONSUMER PRODUCTS LLC	SPLENDA (Tea/Flavored Tea)	87/558,056	6,169,703	8/7/2017	10/6/2020
HEARTLAND CONSUMER PRODUCTS LLC	SPLENDA LIVING	86/092,464	4664653	10/16/2013	12/30/2014
HEARTLAND CONSUMER PRODUCTS LLC	SPLENDA S Leaf Design	87/085,253	5,178,318	6/27/2016	4/4/2017
HEARTLAND CONSUMER PRODUCTS LLC	SPLENDA ZERO	87/010,504	5,224,428	4/22/2016	6/13/2017
HEARTLAND CONSUMER PRODUCTS LLC	SWEET SWAPS	86/630,667	4,841,523	5/15/2015	10/27/2015
HEARTLAND CONSUMER PRODUCTS LLC	SWEET SWAPS	86/630,668	4,952,956	5/15/2015	5/3/2016
HEARTLAND CONSUMER PRODUCTS LLC	SWEET SWAPS SPLENDA & Design	87/012,521	5,104,211	4/25/2016	12/20/2016
HEARTLAND CONSUMER PRODUCTS LLC	THE SWEET DISH	76/674,819	3550582	3/29/2007	12/23/2008
HEARTLAND CONSUMER PRODUCTS LLC	THE SWEET SCOOP LOGO	86/366,610	4,753,380	8/14/2014	6/9/2015
HEARTLAND CONSUMER PRODUCTS LLC	THE TASTE OF AUTHENTICITY	87/930,606	6,064,812	5/21/2018	5/26/2020
TC HEARTLAND LLC	GO SPLASH	85/741,527	4,413,397	9/28/2012	10/8/2013
TC HEARTLAND LLC	IDEAL	77/564,769	3,655,825	9/8/2008	7/14/2009
TC HEARTLAND LLC	IDEAL & Design	77/676,377	3,682,707	2/23/2009	9/15/2009
TC HEARTLAND LLC	INTRUST	86/263,084	4,773,973	4/25/2014	7/14/2015
TC HEARTLAND LLC	NEVELLA	76/648,577	3,436,589	10/17/2005	5/27/2008

TRADEMARK SECURITY AGREEMENT

S-4

RECORDED: 09/21/2021

TRADEMARK
REEL: 007427 FRAME: 0311