

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM676626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEARTLAND, LLC		09/24/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, AS ADMINISTRATIVE AGENT		
Street Address:	720 E. Wisconsin Avenue		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	Non-Stock Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90514468	SMARTREACH	
Registration Number:	6336143	HEARTLAND	
Registration Number:	6349289		
Registration Number:	5973573	H	
Registration Number:	5973569	HEARTLAND	
CORRESPONDENCE DATA			
Fax Number:			
<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:	jbleskin@schiffhardin.com		
Correspondent Name:	Jennifer Bleskin		
Address Line 1:	233 S. Wacker Drive, Suite 7100		
Address Line 2:	Schiff Hardin LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Jennifer Bleskin		
SIGNATURE:	/s/ Jennifer Bleskin		
DATE SIGNED:	09/24/2021		

OP \$140.00 90514468

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of September 24, 2021, by HEARTLAND, LLC, a Delaware limited liability company (“Grantor”), in favor of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors in such capacity, “Grantee”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, the Grantor is the record owner of the Trademarks listed on the attached Schedule A;

WHEREAS, the Grantor has entered into a Second Lien Pledge and Security Agreement, dated August 30, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, for the benefit of the Lender Parties, a continuing security interest in the Trademarks to secure the prompt payment, performance and observance of the Secured Obligations.


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

HEARTLAND, LLC

By: 
Name: PETER WELCH
Title: CFO

SCHEDULE A TO GRANT OF A SECURITY INTEREST

TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date
SMARTREACH	90514468	2/5/21	N/A	N/A
HEARTLAND	88745174	1/2/20	6336143	4/27/21
DESIGN ONLY	88745177	1/2/20	6349289	5/11/21
H	87691760	11/20/17	59735733	1/28/20
HEARTLAND	87680081	11/10/17	5973569	1/28/20