

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861677

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		12/12/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Heartland, LLC		
Street Address:	1200 Main Street		
Internal Address:	42nd Floor		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6596487	SMARTREACH	
Registration Number:	6336143	HEARTLAND	
Registration Number:	6349289		
Registration Number:	5973573	H	
Registration Number:	5973569	HEARTLAND	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Phone:	2124464727		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	Attn Hayley Smith		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	43519-57		
NAME OF SUBMITTER:	Hayley Smith		
SIGNATURE:	/Hayley Smith/		

CH \$140.00 6596487

DATE SIGNED:	12/17/2023
Total Attachments: 4 source=Antares Heartland Release 7549-0163#page1.tif source=Antares Heartland Release 7549-0163#page2.tif source=Antares Heartland Release 7549-0163#page3.tif source=Antares Heartland Release 7549-0163#page4.tif	

TRADEMARK RELEASE

THIS TRADEMARK RELEASE, dated as of December 12, 2023 (this “Release”), is made by Antares Capital LP, as administrative agent for itself and the other Lender Parties (as defined in the Credit Agreement referred to below) (together with its successors in such capacity, “Administrative Agent”), in favor of Heartland, LLC, a Delaware limited liability company (“Grantor”).

W I T N E S S E T H:

WHEREAS, pursuant to the terms and conditions of that certain Credit Agreement, dated as of August 30, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”) by and among Grantor, the other Loan Parties from time to time party thereto, Administrative Agent and the Lenders from time to time party thereto, Grantor entered into a Pledge and Security Agreement, dated as of August 30, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor, the other “Grantors” party thereto and Administrative Agent, pursuant to which Grantor pledged its assets as security for the Secured Obligations (as defined in the Credit Agreement);

WHEREAS, Grantor entered into that certain Trademark Security Agreement dated as of September 24, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which Grantor granted to Administrative Agent, for the benefit of the Lender Parties, a continuing security interest in all right, title or interest in or to (the “Security Interest”) in the Trademarks set forth on Schedule A attached hereto (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on February 1, 2022 at Reel 7549, Frame 0163; and

WHEREAS, Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Administrative Agent hereby states as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Release of Security Interest in Trademark Collateral. Administrative Agent hereby terminates, releases, and discharges its Security Interest, and all of its right, title and interest in, to and under the Trademark Collateral, including, without limitation, the goodwill of the business connected with the use of, and symbolized by, such Trademark Collateral, and Administrative Agent hereby retransfers and reassigns any and all right, title, and interest it may have in the foregoing to Grantor.

Section 3. Further Assurances. Administrative Agent hereby agrees, at Grantor’s expense, to execute and deliver to Grantor such documents, instruments, notices and releases as Grantor shall reasonably request to evidence the release of the Security Interest contemplated hereby.

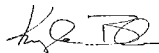
Section 4. Governing Law. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be executed as of the day and year first above written.

Very truly yours,

ANTARES CAPITAL LP, as Administrative Agent

By: 
Name: Kyle Blumer
Title: Duly Authorized Signatory

Trademark Release (Heartland)

TRADEMARK
REEL: 008290 FRAME: 0661

SCHEDULE A

Trademarks

Mark	Application No.	Application Date	Registration No.	Registration Date
SMARTREACH	90514468	2/5/21	6596487	12/21/21
HEARTLAND	88745174	1/2/20	6336143	4/27/21
DESIGN ONLY	88745177	1/2/20	6349289	5/11/21
H	87691760	11/20/17	5973573	1/28/20
HEARTLAND	87680081	11/10/17	5973569	1/28/20