

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516829

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marble Arch LLC		04/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CoBank, ACB, as Administrative Agent		
Street Address:	6340 S. Fiddlers Green Circle		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	a federally chartered instrumentality: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5251304	HEARTLAND 75	
Registration Number:	5633490	HEARTLAND STRONG	
Serial Number:	87317862	HEARTLAND PURE	
Serial Number:	88219683	HEARTLAND BRAND	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	612-766-6911		
Email:	susan.carlson@faegrebd.com		
Correspondent Name:	Susan Carlson, Faegre Baker Daniels LLP		
Address Line 1:	90 South 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
SIGNATURE:	/e/ Susan Carlson		
DATE SIGNED:	04/01/2019		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the “**Agreement**”) is entered into as of April 1, 2019, by and between 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 of even date herewith 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. 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 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.

Signature Page Follows.

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

MARBLE ARCH LLC

By: 

Name: David Charnin

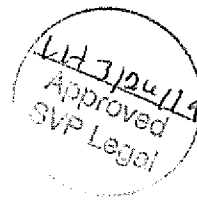
Its: Vice President, Treasurer and Secretary

Address:

Marble Arch LLC

100 West Putnam Avenue

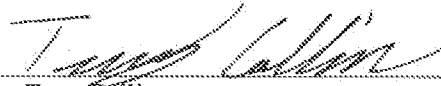
Greenwich, Connecticut 06830



Signature Page to Trademark Security Agreement

**TRADEMARK
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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 Trademark Security Agreement

TRADEMARK
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EXHIBIT A

TRADEMARKS

Domestic Trademark Registrations and Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Current Owner
Heartland 75	87317847	1/30/2017	5251304	7/25/2017	Marble Arch LLC
Heartland Pure	87317862	1/30/2017	N/A	Pending	Marble Arch LLC
Heartland Strong	87317887	1/30/2017	5633490	12/18/2018	Marble Arch LLC
Heartland Brand	88219683	12/6/2018	N/A	Pending	Marble Arch LLC