

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501254

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------|----------|----------------|--|
| HEARTLAND CONSUMER PRODUCTS LLC | | 12/07/2018 | Limited Liability Company: DELAWARE |
| TC HEARTLAND LLC | | 12/07/2018 | Limited Liability Company: INDIANA |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | COOPERATIEVE RABOBANK U.A., NEW YORK BRANCH, as Administrative Agent |
| Street Address: | 245 Park Avenue |
| City: | NEW YORK |
| State/Country: | NEW MEXICO |
| Postal Code: | 10167 |
| Entity Type: | A New York State Licensed Branch of a Dutch Banking Cooperative: NETHERLANDS |

PROPERTY NUMBERS Total: 60

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 86160993 | CUANDO PIENSES EN AZUCAR, USA SPLENDA |
| Serial Number: | 86284605 | DIABETES FRIENDLY |
| Serial Number: | 76671602 | IMAGINE LIFE SWEETER |
| Serial Number: | 86643928 | JAVA HOUSE |
| Serial Number: | 87772350 | JAVA HOUSE |
| Serial Number: | 88038996 | JAVA HOUSE |
| Serial Number: | 88039022 | JAVA HOUSE AUTHENTIC COLD BREW COFFEE |
| Serial Number: | 88039041 | MADE WITH JAVA HOUSE AUTHENTIC COLD BREW |
| Serial Number: | 85452917 | NECTRESSE |
| Serial Number: | 87085253 | S |
| Serial Number: | 73753952 | SPLENDA |
| Serial Number: | 77056503 | SPLENDA |
| Serial Number: | 87353969 | SPLENDA |
| Serial Number: | 87558056 | SPLENDA |
| Serial Number: | 87400502 | SPLENDA |
| Serial Number: | 87010504 | SPLENDA ZERO |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Serial Number: | 85000370 | IDEAL FOR THE WHOLE FAMILY SPLENDA SWEET |
| Serial Number: | 85004058 | |
| Serial Number: | 85000369 | IDEAL FOR THE WHOLE FAMILY SPLENDA NO CA |
| Serial Number: | 85004051 | |
| Serial Number: | 85000368 | IDEAL FOR THE WHOLE FAMILY SPLENDA NO CA |
| Serial Number: | 85004049 | |
| Serial Number: | 85000363 | IDEAL FOR THE WHOLE FAMILY SPLENDA NO CA |
| Serial Number: | 85004824 | IDEAL FOR THE WHOLE FAMILY SPLENDA NO CA |
| Registration Number: | 4218270 | |
| Registration Number: | 4218269 | |
| Serial Number: | 85004017 | IDEAL FOR THE WHOLE FAMILY SPLENDA NO CA |
| Serial Number: | 85004823 | IDEAL FOR THE WHOLE FAMILY SPLENDA NO CA |
| Serial Number: | 85004003 | |
| Serial Number: | 85004825 | |
| Registration Number: | 4664653 | SPLENDA LIVING |
| Registration Number: | 4122308 | IDEAL FOR THE WHOLE FAMILY SPLENDA NO CA |
| Serial Number: | 85004826 | IDEAL FOR THE WHOLE FAMILY SPLENDA NO CA |
| Serial Number: | 85004043 | |
| Serial Number: | 85004023 | |
| Serial Number: | 85004008 | IDEAL FOR THE WHOLE FAMILY SPLENDA NO CA |
| Serial Number: | 85004827 | SPLENDA IDEAL FOR THE WHOLE FAMILY NO CA |
| Serial Number: | 85004001 | IDEAL FOR THE WHOLE FAMILY SPLENDA NO CA |
| Serial Number: | 85004828 | |
| Serial Number: | 86560125 | S YUMMY LOVE DELIGHT SHARE FAMILY YUM DE |
| Serial Number: | 85000365 | IDEAL FOR THE WHOLE FAMILY SPLENDA SWEET |
| Serial Number: | 85004028 | |
| Serial Number: | 76676529 | SPLENDIDLIFE.COM |
| Serial Number: | 87917087 | SUGAR 50 |
| Serial Number: | 86630667 | SWEET SWAPS |
| Serial Number: | 86630668 | SWEET SWAPS |
| Serial Number: | 87012521 | SWEET SWAPS SPLENDA |
| Serial Number: | 76674819 | THE SWEET DISH |
| Serial Number: | 86366610 | THE SWEET SCOOP |
| Serial Number: | 87930606 | THE TASTE OF AUTHENTICITY |
| Serial Number: | 85741527 | GO SPLASH |
| Serial Number: | 77564769 | IDEAL |
| Serial Number: | 77676377 | IDEAL |
| Serial Number: | 86263084 | INTRUST |

| Property Type | Number | Word Mark |
|----------------|----------|----------------------------------|
| Serial Number: | 77460459 | KEEP THE TASTE, NOT THE CALORIES |
| Serial Number: | 85619069 | MONKFRUIT TO GO |
| Serial Number: | 76648577 | NEVELLA |
| Serial Number: | 85619024 | STEVIA TO GO |
| Serial Number: | 85630240 | STEVIA EXTRACT TO GO |
| Serial Number: | 85619070 | SUCRALOSE TO GO |

CORRESPONDENCE DATA

Fax Number: 6785532602

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.

Phone: 67855323601

Email: jimmarl@gtlaw.com

Correspondent Name: LaShana C. Jimmar, Paralegal

Address Line 1: GREENBERG TRAUIG, LLP

Address Line 2: 3333 PIEDMONT ROAD, NE, SUITE 2500

Address Line 4: ATLANTA, GEORGIA 30305

ATTORNEY DOCKET NUMBER: 123235.015100

NAME OF SUBMITTER: LaShana C. Jimmar

SIGNATURE: /LaShana C. Jimmar/

DATE SIGNED: 12/07/2018

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of December 7, 2018, among Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH (“*Rabobank*”), in its capacity as administrative agent (together with its permitted successors and assigns, “*Administrative Agent*”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of December 7, 2018 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, as borrower (“*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 Amended and Restated Pledge and Security Agreement dated as of December 7, 2018 (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.

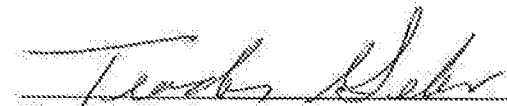
7. GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[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: Teodor Gelov
Title: CEO

TC HEARTLAND LLC

By: 
Name: Teodor Gelov
Title: CEO

**ACKNOWLEDGED AND
AGREED:**

**COÖPERATIEVE RABOBANK U.A., NEW
YORK BRANCH,** as Administrative Agent

By: 
Name: Naoko Kojima
Title: Executive Director

By: 
Name: Anthony Fianza
Title: Vice President

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

| Grantor | Trademark | Trademark Application Number | Trademark Registration Number | Date of Application | Date of Registration | Jurisdiction |
|---------------------------------|---|-------------------------------------|--------------------------------------|----------------------------|-----------------------------|---------------------|
| Heartland Consumer Products LLC | CUANDO PIENSES EN AZUCAR, USA SPLENDA | 86/160993 | 4744600 | 1/9/2014 | 05/26/2015 | U.S. |
| Heartland Consumer Products LLC | DIABETES FRIENDLY LOGO | 86/284605 | — | 5/19/2014 | — | U.S. |
| Heartland Consumer Products LLC | IMAGINE LIFE SWEETER | 76/671602 | 3561483 | 1/22/2007 | 1/13/2009 | U.S. |
| Heartland Consumer Products LLC | JAVA HOUSE | 86/643928 | 5223734 | 5/28/2015 | 6/3/2017 | U.S. |
| Heartland Consumer Products LLC | JAVA HOUSE | 87/772350 | — | 1/26/2018 | — | U.S. |
| Heartland Consumer Products LLC | JAVA HOUSE | 88/038996 | — | 7/16/2018 | — | U.S. |
| Heartland Consumer Products LLC | JAVA HOUSE AUTHENTIC COLD BREW | 88/039022 | — | 7/16/2018 | — | U.S. |
| Heartland Consumer Products LLC | MADE WITH JAVA HOUSE AUTHENTIC COLD BREW COFFEE | 88/039041 | — | 7/16/2018 | — | U.S. |
| Heartland Consumer Products LLC | NECTRESSE | 85/452917 | 4388747 | 10/21/2011 | 8/20/2013 | U.S. |

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| Heartland Consumer Products LLC | S | 87/085253 | 5178318 | 6/27/2016 | 4/4/2017 | U.S. |
| Heartland Consumer Products LLC | SPLENDA | 73/753952 | 1544079 | 9/26/1988 | 6/20/1989 | U.S. |
| Heartland Consumer Products LLC | SPLENDA | 77/056503 | 3346910 | 12/4/2006 | 12/4/2007 | U.S. |
| Heartland Consumer Products LLC | SPLENDA | 87/353969 | 5286183 | 3/1/2017 | 9/12/2017 | U.S. |
| Heartland Consumer Products LLC | SPLENDA | 87/558056 | — | 8/7/2017 | — | U.S. |
| Heartland Consumer Products LLC | SPLENDA | 87/400502 | 5434655 | 4/6/2017 | 3/27/2018 | U.S. |
| Heartland Consumer Products, LLC | SPLENDA ZERO | 87/010504 | 5224428 | 4/22/2016 | 6/13/2017 | U.S. |
| Heartland Consumer Products LLC | SPLENDA BROWN SUGAR PACKAGE 1 IN BLACK/WHITE | 85/000370 | 4165029 | 3/29/2010 | 6/26/2012 | U.S. |
| Heartland Consumer Products LLC | SPLENDA BROWN SUGAR PACKAGE 2 IN BLACK/WHITE | 85/004058 | 4280156 | 4/1/2010 | 1/22/2013 | U.S. |
| Heartland Consumer Products LLC | SPLENDA FIBER PACKAGE 1 IN BLACK/WHITE | 85/000369 | 4172136 | 4/1/2010 | 7/10/2012 | U.S. |

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| Heartland Consumer Products LLC | SPLENDA FIBER PACKAGE 2 IN BLACK/WHITE | 85/004051 | 4218272 | 4/1/2010 | 10/2/2012 | U.S. |
| Heartland Consumer Products LLC | SPLENDA FLAVOR PACKAGE 1 IN BLACK/WHITE | 85/000368 | 4301712 | 3/29/2010 | 3/12/2013 | U.S. |
| Heartland Consumer Products LLC | SPLENDA FLAVOR PACKAGE 2 IN BLACK/WHITE | 85/004049 | 4280155 | 4/1/2010 | 1/22/2013 | U.S. |
| Heartland Consumer Products LLC | SPLENDA GRANULATED PACKAGE 1 IN BLACK/WHITE | 85/000363 | 4172135 | 4/1/2010 | 7/10/2012 | U.S. |
| Heartland Consumer Products LLC | SPLENDA GRANULATED PACKAGE 1 IN COLOR | 85/004824 | 4230392 | 4/2/2010 | 10/23/2012 | U.S. |
| Heartland Consumer Products LLC | SPLENDA GRANULATED PACKAGE 2 IN BLACK/WHITE | 85/004039 | 4218270 | 4/1/2010 | 10/2/2012 | U.S. |
| Heartland Consumer Products LLC | SPLENDA GRANULATED PACKAGE 2 IN COLOR | 85/004033 | 4218269 | 4/1/2010 | 10/2/2012 | U.S. |

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|---------------------------------|---|-----------|---------|------------|------------|------|
| Heartland Consumer Products LLC | SPLENDA GRANULATED PACKAGE 3 IN BLACK/WHITE | 85/004017 | 4187229 | 4/1/2010 | 8/7/2012 | U.S. |
| Heartland Consumer Products LLC | SPLENDA GRANULATED PACKAGE 3 IN COLOR | 85/004823 | 4202774 | 4/2/2010 | 9/4/2012 | U.S. |
| Heartland Consumer Products LLC | SPLENDA GRANULATED PACKAGE 4 IN BLACK/WHITE | 85/004003 | 4172144 | 4/1/2010 | 7/10/2012 | U.S. |
| Heartland Consumer Products LLC | SPLENDA GRANULATED PACKAGE 4 IN COLOR | 85/004825 | 4222301 | 4/2/2010 | 10/9/2012 | U.S. |
| Heartland Consumer Products LLC | SPLENDA LIVING | 86/096464 | 4664653 | 10/16/2013 | 12/30/2014 | U.S. |
| Heartland Consumer Products LLC | SPLENDA PACKET PACKAGE 1 IN BLACK/WHITE | 85/000364 | 4122308 | 4/1/2010 | 4/3/2012 | U.S. |
| Heartland Consumer Products LLC | SPLENDA PACKET PACKAGE 1 IN COLOR | 85/004826 | 4238101 | 4/2/2010 | 11/6/2012 | U.S. |

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|---------------------------------|---|-----------|---------|-----------|-----------|------|
| Heartland Consumer Products LLC | SPLENDA PACKET PACKAGE 2 IN BLACK/WHITE | 85/004043 | 4218271 | 4/1/2010 | 10/2/2012 | U.S. |
| Heartland Consumer Products LLC | SPLENDA PACKET PACKAGE 2 IN COLOR | 85/004023 | 4218267 | 4/1/2010 | 10/2/2012 | U.S. |
| Heartland Consumer Products LLC | SPLENDA PACKET PACKAGE 3 IN BLACK/WHITE | 85/004008 | 4183703 | 4/1/2010 | 7/31/2012 | U.S. |
| Heartland Consumer Products LLC | SPLENDA PACKET PACKAGE 3 IN COLOR | 85/004827 | 4106164 | 4/1/2010 | 2/28/2012 | U.S. |
| Heartland Consumer Products LLC | SPLENDA PACKET PACKAGE 4 IN BLACK/WHITE | 85/004001 | 4122311 | 4/1/2010 | 4/3/2012 | U.S. |
| Heartland Consumer Products LLC | SPLENDA PACKET PACKAGE 4 IN COLOR | 85/004828 | 4222302 | 4/2/2010 | 10/9/2012 | U.S. |
| Heartland Consumer Products LLC | SPLENDA S | 86/560125 | — | 3/11/2015 | — | U.S. |

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|---------------------------------|--|-----------|---------|-----------|------------|------|
| Heartland Consumer Products LLC | SPLENDA SUGAR BLEND PACKAGE 1 IN BLACK/WHITE | 85/000365 | 4165028 | 3/29/2010 | 6/26/2012 | U.S. |
| Heartland Consumer Products LLC | SPLENDA SUGAR BLEND PACKAGE 2 IN BLACK/WHITE | 85/004028 | 4218268 | 4/1/2010 | 10/2/2012 | U.S. |
| Heartland Consumer Products LLC | SPLENDIDLIFE.COM | 76/676529 | 3640000 | 5/7/2007 | 6/16/2009 | U.S. |
| Heartland Consumer Products LLC | SUGAR 50 | 87/917087 | — | 7/16/2018 | — | U.S. |
| Heartland Consumer Products LLC | SWEET SWAPS | 86/630667 | 4841523 | 5/15/2015 | 10/27/2015 | U.S. |
| Heartland Consumer Products LLC | SWEET SWAPS | 86/630668 | 4952956 | 5/15/2015 | 5/3/2016 | U.S. |
| Heartland Consumer Products LLC | SWEET SWAPS SPLENDA | 87/012521 | 5104211 | 4/25/2016 | 12/20/2016 | U.S. |

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|---------------------------------|---------------------------|-----------|---------|-----------|------------|------|
| Heartland Consumer Products LLC | THE SWEET DISH | 76/674819 | 3550582 | 3/29/2007 | 12/23/2008 | U.S. |
| Heartland Consumer Products LLC | THE SWEET SCOOP LOGO | 86/366610 | 4753380 | 8/14/2014 | 6/9/2015 | U.S. |
| Heartland Consumer Products LLC | THE TASTE OF AUTHENTICITY | 87/930606 | — | 5/21/2018 | — | U.S. |
| TC Heartland LLC | GO SPLASH | 85741527 | 4413397 | 9/28/2012 | 10/8/2013 | U.S. |
| TC Heartland LLC | IDEAL | 77564769 | 3655825 | 4/8/2008 | 7/14/2009 | U.S. |
| TC Heartland LLC | IDEAL & Design | 77676377 | 3682707 | 2/23/2009 | 9/15/2009 | U.S. |
| TC Heartland LLC | INTRUST | 86263084 | 4773973 | 4/25/2014 | 7/14/2015 | U.S. |

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| TC Heartland LLC | KEEP THE TASTE, NOT THE CALORIES | 77460459 | 3543497 | 4/29/2008 | 12/9/2008 | U.S. |
| TC Heartland LLC | MONKFRUIT TO GO | 85619069 | 4293482 | 5/8/2012 | 2/19/2013 | U.S. |
| TC Heartland LLC | NEVELLA | 76648577 | 3436589 | 10/17/2005 | 5/27/2008 | U.S. |
| TC Heartland LLC | STEVIA EXTRACT TO GO | 85630240 | 4293493 | 5/21/2012 | 2/19/2013 | U.S. |
| TC Heartland LLC | STEVIA TO GO | 85619024 | 4293480 | 5/7/2012 | 2/19/2013 | U.S. |
| TC Heartland LLC | SUCRALOSE TO GO | 85619070 | 4293483 | 5/8/2012 | 2/19/2013 | U.S. |