

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375270

| | | | |
|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SALT PLAINS STORAGE LLC | | 02/29/2016 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Swan Finance LP | | |
| Street Address: | c/o Brookfield Infrastructure Group | | |
| Internal Address: | 1200 Smith Street, Suite 1200 | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77002 | | |
| Entity Type: | LIMITED PARTNERSHIP: CANADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2642964 | SALT PLAINS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7136515246 | | |
| <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: | 713-651-5567 | | |
| Email: | annie.aymond@nortonrosefulbright.com | | |
| Correspondent Name: | ANNIE AYMOND-NORTON ROSE FULBRIGHT USLLP | | |
| Address Line 1: | 1301 MCKINNEY STREET | | |
| Address Line 4: | HOUSTON, TEXAS 77010 | | |
| ATTORNEY DOCKET NUMBER: | 11506869- TM: SALT PLAINS | | |
| NAME OF SUBMITTER: | Annie Aymond | | |
| SIGNATURE: | /Annie Aymond/ | | |
| DATE SIGNED: | 03/02/2016 | | |
| Total Attachments: 6 | | | |
| source=IP_Security_Agreement#page1.tif | | | |
| source=IP_Security_Agreement#page2.tif | | | |
| source=IP_Security_Agreement#page3.tif | | | |

OP \$40.00 2642964

source=IP_Security_Agreement#page4.tif
source=IP_Security_Agreement#page5.tif
source=IP_Security_Agreement#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

(CANADA AND THE USA)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is dated as of February 29, 2016 and executed by Niska Gas Storage Canada ULC (“**Niska Canada**”), Wild Goose Storage, LLC (“**Wild Goose**”) and Salt Plains Storage, LLC (“**Salt Plains**” and, together with Niska Canada and Wild Goose, collectively, the “**Grantors**” and each, a “**Grantor**”) in favour of Swan Finance LP, in its capacity as Collateral Agent (the “**Collateral Agent**”) for the benefit of itself and the other Secured Parties under the Credit Agreement (as defined below) and having its business address at 1200 Smith Street, Suite 1200, Houston, Texas 77002.

WHEREAS, Niska Gas Storage Partners LLC, a Delaware limited liability company (the “**Borrower**”), Swan Finance LP, as Administrative Agent and Collateral Agent, and the other Lenders parties thereto have entered into a Credit Agreement dated as of July 28, 2015 (as from time to time amended, supplemented, restated, increased, extended or otherwise modified, the “**Credit Agreement**”);

AND WHEREAS the Borrower is a member of an affiliated group of companies that includes the Grantors;

AND WHEREAS pursuant to a Guaranty dated as of July 28, 2015, inter alia, each of the Grantors guaranteed the Obligations of the Borrower under the Credit Agreement and the other Loan Documents;

AND WHEREAS pursuant to security agreements dated as of February 29, 2016 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the “**Security Agreements**”), each of the Grantors has granted to the Collateral Agent a security interest, inter alia, in and to its personal property and undertaking, including the Intellectual Property Collateral (as defined below), and the Collateral Agent wishes to record this Agreement with the Canadian Intellectual Property Office and the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantors, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein (including, without limitation, in the recitals hereto) have the meaning given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Intellectual Property Collateral. As collateral security for the payment and performance in full of all the Secured Obligations or Secured Liabilities (as defined in the Security Agreements), as applicable, of the Loan Parties, each of the Grantors has granted and, for greater certainty, hereby grants to the Collateral Agent

for the benefit of itself and the other Secured Parties, a fixed charge on and a security interest in all of its right, title and interest in, under and to all of its personal property and undertaking consisting of intellectual property, including:

- (a) the Canadian trademark applications and registrations referred to in Schedule A attached hereto; and
- (b) the U.S. trademark applications and registrations referred to in Schedule B attached hereto

(collectively the “**Intellectual Property Collateral**”).

SECTION 3. The Intellectual Property Collateral. The Intellectual Property Collateral shall not include any Intellectual Property or Intellectual Property Rights (as defined in the Security Agreements), as applicable, to the extent that granting or perfecting a security interest would result in the invalidity, unenforceability, abandonment, cancellation or voiding thereof.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall, upon notice from and at the Grantors’ expense, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to terminate this Agreement.

SECTION 5. Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.


SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts (including by way of facsimile or electronic transmission) and all or such counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Collateral Agent hereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any “Common Collateral” (as defined in the Intercreditor Agreement) are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.


- Signatures on the next page -

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date set forth above.


NISKA GAS STORAGE CANADA ULC

By: 
Name: Jason A. Dubchak
Title: Vice President, General Counsel and
Corporate Secretary

WILD GOOSE STORAGE, LLC

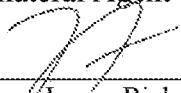
By: 
Name: Jason A. Dubchak
Title: Vice President, General Counsel and
Corporate Secretary

SALT PLAINS STORAGE, LLC

By: 
Name: Jason A. Dubchak
Title: Vice President, General Counsel and
Corporate Secretary

Accepted and Agreed:

SWAN FINANCE LP
as Collateral Agent

By:  _____
Name: James Rickert
Title: Vice President and Secretary
Swan Holdings GP (Canada) Inc.,
acting as general partner

SCHEDULE A

CANADIAN INTELLECTUAL PROPERTY

| Trademark | Application No. | Trademark No. |
|----------------------------------|----------------------------|--------------------------|
| AECO C HUB | 1469366 | |
| AECO HUB | 1469365 | |
| NISKA GAS STORAGE | 1298922 | TMA699988 |
| WILD GOOSE STORAGE INC. & Design | | TMA487492 |

**SCHEDULE B
U.S. INTELLECTUAL PROPERTY**

| Trademark | Serial No. | Trademark No. |
|-------------------|-------------------|----------------------|
| NISKA GAS STORAGE | 78867829 | 3370672 |
| SALT PLAINS | 78070844 | 2642964 |