

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Salt Plains Storage LLC		12/22/2016	Limited Liability Company: DELAWARE
Wild Goose Storage, LLC		12/22/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	20 King Street West		
Internal Address:	4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78070844	SALT PLAINS	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	200 Park Avenue		
Address Line 2:	28th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	78436.00018		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		
DATE SIGNED:	12/27/2016		
Total Attachments: 5			

CH \$40.00 78070844

source=Niska - ABL Trademark Security Agreement (Executed 12.22.16)#page1.tif
source=Niska - ABL Trademark Security Agreement (Executed 12.22.16)#page2.tif
source=Niska - ABL Trademark Security Agreement (Executed 12.22.16)#page3.tif
source=Niska - ABL Trademark Security Agreement (Executed 12.22.16)#page4.tif
source=Niska - ABL Trademark Security Agreement (Executed 12.22.16)#page5.tif

ABL TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK
APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Salt Plains Storage LLC and Wild Goose Storage, LLC (herein called the "Grantors") and, each individually, a "Grantor") own certain "Trademarks" (as defined below) and are party to certain "Trademark Licenses" (as defined below); and

WHEREAS, Niska Gas Storage Partners L.P., a Delaware limited partnership, AECO Gas Storage Partnership, an Alberta general partnership, Royal Bank of Canada, as Administrative Agent and Collateral Agent (in such capacity, "Collateral Agent" or "Grantee"), and the other Lenders parties thereto have entered into an ABL Credit Agreement dated as of December 22, 2016 (as from time to time amended, supplemented, restated, increased, extended or otherwise modified, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the ABL Security Agreement (U.S.), dated as December 22, 2016 among Grantor, certain affiliates of Grantor and Grantee (herein, as from time to time amended, supplemented, or restated, called the "Security Agreement"). Grantor has granted to Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure Grantor's Secured Obligations (as such term is defined in the Security Agreement)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee a continuing security interest, for the benefit of the Secured Parties (as such term is defined in the Security Agreement), in and to all of Grantor's right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Secured Obligations, whether now existing or hereafter incurred or arising:

- (a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- (b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
- (c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and benefits of Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

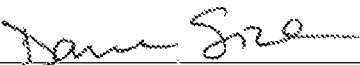
"Trademark License" means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on Schedule 1 hereto.

“Trademarks” means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and the rights in any of the foregoing which arise under applicable Law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule I hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee’s discretion, so long as any “Event of Default” (as such term is defined in the Credit Agreement) has occurred and is continuing, subject to the terms of the ABL Intercreditor Agreement, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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.

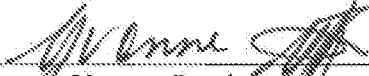
SALT PLAINS STORAGE LLC, as a grantor

By: 
Name: Darren Soice
Title: Chief Investment Officer

WILD GOOSE STORAGE, LLC, as a grantor

By: 
Name: Darren Soice
Title: Chief Investment Officer

ROYAL BANK OF CANADA, as Collateral Agent

By: 
Name: Yvonne Brazier
Title: Manager, Agency Services

[SIGNATURE PAGE TO US TRADEMARK SECURITY AGREEMENT - ABL]

TRADEMARK
REEL: 005951 FRAME: 0938

Schedule 1 to Exhibit C

Trademarks

Trademark: SALT PLAINS / Owner: Salt Plains Storage LLC / Expiry October 29, 2022 / Section 8 of Trademark Act, 15 U.S.C. 1058 and Section 9 of the Trademark Act, 15 U.S.C. § 1059 / Registration Number: 2642964 / Serial Number: 78070844

Trademark: WILD GOOSE STORAGE INC. & DESIGN / Owner: Wild Goose Storage, LLC / Expiry: December 29, 2027 / Registration Number: TMA487,492