

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449416

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dominion Diamond Corporation		11/01/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Agent		
Street Address:	50 south Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4953221	INTEGRITY AND HERITAGE ASSURED	
Serial Number:	86004485	JAY PIPE	
Registration Number:	4797939	CANADAMARK	
Serial Number:	86221684	THE ORIGINAL DIAMOND HALLMARK	
Registration Number:	5057005	D	
Serial Number:	85864763	DDC	
Registration Number:	4774976	DOMINION DIAMOND	
Registration Number:	3492580		
Registration Number:	3479107	CANADAMARK	
Registration Number:	2517996	EKATI	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		

OP \$265.00 4953221

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 11/02/2017

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT is entered into as of November 1, 2017 (this “Agreement”), between Dominion Diamond Corporation (the “Grantor”) and Wilmington Trust, National Association, in its capacity as Agent (as defined in the Security Agreement referred to below).

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Debtors party thereto and the Agent. Consistent with the requirements set forth in the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As collateral security for the due payment and performance of its Secured Liabilities, the Grantor hereby grants to the Agent for its own benefit and for the benefit of the other Secured Parties, a security interest in all of the Grantor’s right, title and interest in and to the following (collectively, the “Trademark Collateral”):

- A. all Trademarks, including those Trademark registrations and applications in the United States Patent and Trademark Office listed on Schedule I hereto; and
- B. to the extent not covered by (A), all Proceeds of any of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) or (B) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” trademark application prior to the filing and acceptance by the United States Patent and Trademark Office of a statement of use.

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Term. The term of this Agreement shall be coterminous with the term of the Security Agreement.

SECTION 5. Governing Law. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING HEREUNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the priority of the Security Interests granted to the Agent, for the benefit of the Secured Parties,

pursuant to this Agreement and the exercise of any right or remedy by the Agent are subject to the provisions of the Intercreditor Agreement and any other acceptable intercreditor agreement. In the event of any conflict between the provisions with respect to the priority of any liens and security interests and the exercise of rights and remedies of the Intercreditor Agreement or any other acceptable intercreditor agreement, on the one hand, and this Agreement, on the other hand, the provisions of such Intercreditor Agreement or other acceptable intercreditor agreement, as applicable, shall govern and control.

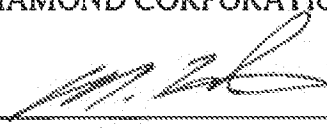
SECTION 7. Electronic Signature and Counterparts. Delivery of an executed signature page to this Agreement by the Grantor by facsimile or other electronic form of transmission shall be as effective as delivery by the Grantor of a manually executed copy of this Agreement by the Grantor. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

SECTION 8. Concerning the Agent. Wilmington Trust, National Association is entering this Agreement in its capacity as Notes Collateral Agent as defined in and under the Indenture and not in its individual capacity. In acting hereunder, the Agent shall be entitled to all of the rights, privileges and immunities of the Notes Collateral Agent set forth in the Indenture, including without limitation, those set forth in Section 11.8 thereof, as if such rights, privileges and immunities were set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DOMINION DIAMOND CORPORATION,
as Grantor

By: _____ 

Name: Matthew Quinlan
Title: Chief Financial Officer

Wilmington Trust, National Association,
as Agent

By: Hallie E. Field

Name:

Title: **Hallie E. Field**
Assistant Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I

TRADEMARKS

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
1.	Dominion Diamond Corporation	INTEGRITY AND HERITAGE ASSURED	86221696 03/14/2014	4953221 05/03/2016
2.	Dominion Diamond Corporation	JAY PIPE	86004485 07/08/2013	Pending ITU
3.	Dominion Diamond Corporation	CANADAMARK	86309170 06/13/2014	4797939 08/25/2015
4.	Dominion Diamond Corporation	THE ORIGINAL DIAMOND HALLMARK	86221684 03/14/2014	Pending
5.	Dominion Diamond Corporation	D	85912253 04/23/2013	5057005 10/11/2016
6.	Dominion Diamond Corporation	DDC	85864763 03/01/2013	Pending
7.	Dominion Diamond Corporation	DOMINION DIAMOND	85853915 02/19/2013	4774976 07/21/2015
8.	Dominion Diamond Corporation	DESIGN ONLY	78331632 11/21/2003	3492580 08/26/2008
9.	Dominion Diamond Corporation	CANADAMARK	77213664 06/22/2007	3479107 08/05/2008
10.	Dominion Diamond Corporation	EKATI	75635156 02/05/1999	2517996 12/11/2001

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
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Schedule I