

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463864

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS (Releases R/F 5951/0926)
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of Montreal		02/14/2018	Bank: CANADA

RECEIVING PARTY DATA

Name:	Salt Plains Storage LLC
Street Address:	400 - 607 8TH AVE SW
City:	CALGARY
State/Country:	CANADA
Postal Code:	AB T2P 0A7
Entity Type:	Limited Liability Company: DELAWARE
Name:	Wild Goose Storage, LLC
Street Address:	400 - 607 8TH AVE SW
City:	CALGARY
State/Country:	CANADA
Postal Code:	AB T2P 0A7
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2642964	SALT PLAINS

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	059436-0001
NAME OF SUBMITTER:	Anna T Kwan

TRADEMARK

SIGNATURE:	/atk/
DATE SIGNED:	03/01/2018
Total Attachments: 4 source=Rockpoint - Term Loan Trademark Release (Executed 2.14.18)#page1.tif source=Rockpoint - Term Loan Trademark Release (Executed 2.14.18)#page2.tif source=Rockpoint - Term Loan Trademark Release (Executed 2.14.18)#page3.tif source=Rockpoint - Term Loan Trademark Release (Executed 2.14.18)#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is dated as of February 14, 2018 and delivered by Bank of Montreal, in its capacity as Collateral Agent (in such capacity, the "Collateral Agent"), in favor of Salt Plains Storage LLC and Wild Goose Storage, LLC (collectively, the "Grantors" and each a "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement (as defined below) and if not defined therein, then the meanings given in the Security Agreement (as defined below) or the Credit Agreement (as defined below), as the case may be.

WHEREAS, pursuant to that certain Term Loan Credit Agreement dated as of December 22, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), the Grantors, certain affiliates of the Grantors and the Collateral Agent entered into that certain Term Loan Security Agreement dated as of December 22, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") and that certain Trademark Security Agreement, dated as of December 22, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 27, 2016 at Reel/Frame 5951/0926;

WHEREAS, the Trademark Security Agreement was recorded with the Canadian Intellectual Property Office on January 18, 2017 at File No. 830360;

WHEREAS, pursuant to the Trademark Security Agreement, each Grantor pledged and granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in all right, title or interest in or to any and all of the following assets and properties then owned or at any time thereafter acquired by such Grantor or in which such Grantor then had or at any time thereafter may have acquired any right, title or interest (collectively, the "Trademark Collateral"): (a) (i) 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, (ii) the goodwill of the business symbolized thereby or associated with each of them, (iii) 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 1 hereto, (iv) all reissues, extensions and renewals thereof, (v) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (vi) 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 (clauses (i) through (vi) collectively, the "Trademarks") in which Grantor has any interest; (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;

WHEREAS, the Collateral Agent acknowledges the full payment and performance of the Obligations, and as a result desires to terminate and release the Security Interest in the Trademark Collateral.

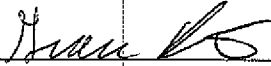
NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, hereby terminates, releases and forever discharges the Security Interest in the Trademark Collateral, and retransfers and reassigns to each Grantor, as applicable and without representation or warranty of any kind, express or implied, free and clear of any claims by the Collateral Agent, all right, title or interest of the Collateral Agent in, to or under the Trademark Collateral of such Grantor.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

BANK OF MONTREAL,
as Collateral Agent

By: 
Name:
Title:

Grace Potter
Director

[Signature Page to Trademark Release]

TRADEMARK
REEL: 006281 FRAME: 0770

SCHEDULE I

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

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 (Reg. No. 2642964)

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