

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463884

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTES TRADEMARK SECURITY AGREEMENT		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Salt Plains Storage LLC		02/14/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon, as U.S. Collateral Agent		
Street Address:	101 Barclay Street, 7 East		
Internal Address:	Attn: Corporate Trust		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2642964	SALT PLAINS	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	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		
SIGNATURE:	/atk/		
DATE SIGNED:	03/01/2018		
Total Attachments: 5			
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NOTES TRADEMARK SECURITY AGREEMENT

Dated: February 14, 2018

(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, Rockpoint Gas Storage Canada Ltd., an Alberta corporation, The Bank of New York Mellon, as Trustee and U.S. Collateral Agent (in such capacity, “Collateral Agent” or “Grantee”) and the Guarantors parties thereto have entered into an Indenture dated as of February 14, 2018 (as from time to time amended, supplemented, restated, increased, extended or otherwise modified, the “Indenture”); and

WHEREAS, pursuant to the terms of the Notes Security Agreement (U.S.), dated as of February 14, 2018, among the Grantors, certain affiliates of the Grantors and the Grantee (herein, as from time to time amended, supplemented, or restated, called the “Security Agreement”). Each 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 such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure such Grantor’s Obligations (as such term is defined in the Indenture);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each 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 such 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 such Grantor’s Obligations, whether now existing or hereafter incurred or arising:

- (a) each Trademark in which such 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 such 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 such 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 1 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.


Each 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 such 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 Indenture) has occurred and is continuing, subject to the terms of the Intercreditor Agreement, to take with respect to the Trademark Collateral any and all appropriate action which such 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. Each 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.


This Notes Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each Grantor has caused this Notes Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

SALT PLAINS STORAGE, LLC, as a grantor

By: 
Name: Simon Dupéré
Title: President and Chief Executive Officer

WILD GOOSE STORAGE, LLC, as a grantor

By: 
Name: Simon Dupéré
Title: President and Chief Executive Officer

Acknowledged:

THE BANK OF NEW YORK MELLON, as U.S. Collateral Agent

By: 

Name: Elizabeth Stern

Title: Vice President

[Signature Page to Notes Trademark Security Agreement]

**TRADEMARK
REEL: 006281 FRAME: 0891**

Schedule 1

Trademarks

Grantor	Jurisdiction	Mark	Serial Number	Filing Date	Registration Number	Registration Date
Salt Plains Storage LLC	United States	SALT PLAINS	78070844	June 25, 2001	2642964	October 29, 2002
Wild Goose Storage, LLC	Canada	WILD GOOSE STORAGE INC. & DESIGN	0830360	November 29, 1996	TMA487,492	December 12, 1997