

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489518

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|---|---|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Chemtrade Electrochem Inc. | | 06/25/2018 | Corporation: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Computershare Trust Company of Canada, as trustee | | |
| Street Address: | 100 University Avenue, 11th Floor | | |
| City: | Toronto, Ontario | | |
| State/Country: | CANADA | | |
| Postal Code: | M5J 2Y1 | | |
| Entity Type: | Trust Company: CANADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78772967 | CANEXUS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3146673633 | | |
| <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: | 314-552-6000 | | |
| Email: | ipdocket@thompsoncoburn.com | | |
| Correspondent Name: | Shoko Naruo | | |
| Address Line 1: | Thompson Coburn LLP | | |
| Address Line 2: | One US Bank Plaza | | |
| Address Line 4: | St. Louis, MISSOURI 63101 | | |
| ATTORNEY DOCKET NUMBER: | 63807-160101 | | |
| NAME OF SUBMITTER: | Shoko Naruo | | |
| SIGNATURE: | /Shoko Naruo/ | | |
| DATE SIGNED: | 09/11/2018 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, this “Agreement”), dated as of June 25, 2018, by CHEMTRADE ELECTROCHEM INC., a corporation amalgamated under the laws of the Province of Alberta (the “Grantor”), in favor of COMPUTERSHARE TRUST COMPANY OF CANADA, a subsisting trust company under the laws of Canada, in its capacity as Trustee under the hereinafter defined Debenture and Trust Deed (the “Trustee”).

WITNESSETH:

A. Reference is made to that certain Debenture, dated as of June 25, 2018, executed by the Grantor in favor of the Trustee (as the same has been or may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “Debenture”), pursuant to which, the Grantor granted a security interest, as to and by way of a fixed and specific security, to and in favour of the Trustee, its successors and assigns, all the right of the Grantor in, to, under or in respect of its Intellectual Property.

B. The Debenture was issued to the Trustee as collateral security for the due performance of all of the obligations of Chemtrade Logistics Inc., Chemtrade Luxembourg Holding Inc. and Chemtrade Pulp Chemicals Limited Partnership (each, a “Trust Deed Grantor” and together, the “Trust Deed Grantors”) and punctual payment by each of the Trust Deed Grantors of, inter alia, the principal of, interest on, and all other amounts owing under, pursuant to or otherwise in respect of the Senior Secured Bonds issued by each Trust Deed Grantor under a deed of trust and mortgage made as of August 2, 2005, as amended by an amending agreement dated January 23, 2014 and further amended from time to time, among the Trust Deed Grantors and the Trustee, which together with all deeds and instruments supplemental or ancillary thereto is herein called the “Trust Deed.” Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Trust Deed.

C. This Agreement is given pursuant to the Debenture and the Trust Deed, and each and every term and provision of the Debenture and the Trust Deed, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Agreement.

D. Pursuant to Section 3(1)(c) of the Debenture, this Agreement is made to secure the due payment and performance of all of the obligations of the Grantor under (i) the Trust Deed, and (ii) the Debenture (collectively, the “Secured Obligations”).

NOW, THEREFORE, in consideration of the making of the financial accommodations described in the Trust Deed and the Debenture and the covenants, agreements, representations and warranties set forth in this Agreement:

SECTION 1. Grant of Security Interest. As security for the prompt and complete payment and performance in full when due (whether at stated maturity, acceleration or otherwise) of all the Secured Obligations, Grantor hereby grants to the Trustee, its successor and assigns, a security interest in and continuing lien, on its respective right, title and interest (but not its obligations) in, to and under all of the following, in each case, whether now held, owned or existing or hereafter acquired or arising, and wherever located: all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, all renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including license royalties, income, payments, claims, damages, and proceeds of suit (“Trademarks”), including but not limited to those U.S. registered trademarks listed on Exhibit A attached hereto and incorporated herein by this reference.

SECTION 2. Governing Document. This security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Trustee, its successors and assigns pursuant to the Trust Deed and the Debenture. This Agreement is governed by the Trust Deed and the Debenture, to which reference should be made for a full description of the rights and remedies of the Trustee with respect to the Trademarks. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Trust Deed and the Debenture, the provisions of the Trust Deed and the Debenture shall control and govern.


SECTION 3. CHOICE OF LAW; CONSENT TO JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, EXCEPT TO THE EXTENT THAT THE PERFECTION OR PRIORITY OF THE ENCUMBRANCE AND SECURITY INTERESTS CREATED HEREUNDER IN RESPECT OF ANY PARTICULAR COLLATERAL ARE MANDATORILY GOVERNED BY THE LAWS OF A JURISDICTION OTHER THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA. THE PARTIES HEREBY ATTORN TO THE COURTS OF THE PROVINCE OF ONTARIO AND AGREES THAT THOSE COURTS SHALL HAVE NON-EXCLUSIVE JURISDICTION TO DETERMINE ALL DISPUTES RELATING TO THIS AGREEMENT.

SECTION 4. Counterparts. This agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this agreement by signing any such counterpart.

[Signatures appear on the next page.]

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

CHEMTRADE ELETROCHEM INC.,
a corporation amalgamated under the laws of the
Province of Alberta, as Grantor

By: 
Name: R. Bhandwaj
Title: C. F. O.

Accepted and Agreed:

COMPUTERSHARE TRUST COMPANY OF CANADA,
as Trustee

By: _____
Name: _____
Title: _____


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

CHEMTRADE ELETROCHEM INC.,
a corporation amalgamated under the laws of the
Province of Alberta, as Grantor

By: _____
Name: _____
Title: _____

Accepted and Agreed:

COMPUTERSHARE TRUST COMPANY OF CANADA,
as Trustee

By:  _____
Name: **Lisa M. Kudo** _____
Title: **Corporate Trust Officer** _____

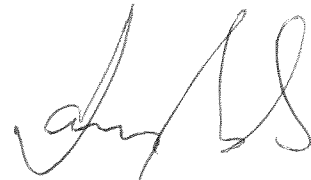

Danny Snider
Corporate Trust Officer

EXHIBIT A

U.S. TRADEMARK REGISTRATIONS

| TRADEMARK | SERIAL NUMBER / REGISTRATION NO. | APPLICATION DATE / REGISTRATION DATE | STATUS |
|-----------|-------------------------------------|---|------------|
| CANEXUS | 78/772,967 3,255,082 | December 14, 2005 June 26, 2007 | Registered |