

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614803

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900577608

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Just Energy Advanced Solutions LLC		09/28/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	National Bank of Canada
Street Address:	500 Place d'Armes
Internal Address:	26th Floor
City:	Montreal
State/Country:	CANADA
Postal Code:	H2Y 2W3
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5323332	TERRAPASS
Registration Number:	5323333	

CORRESPONDENCE DATA

Fax Number: 3026551476

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: (312)288-3582

Email: alyssa.howard@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 2929 Allen Pkwy

Address Line 2: Suite 3300

Address Line 4: Houston, TEXAS 77019

NAME OF SUBMITTER:	Magdalena Lazarz
SIGNATURE:	/Magdalena Lazarz/
DATE SIGNED:	12/16/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is dated as of September 28, 2020 between JUST ENERGY ADVANCED SOLUTIONS LLC, a Delaware limited liability company (the “**Debtor**”), and NATIONAL BANK OF CANADA, as collateral agent hereunder for certain Senior Creditors (together with its successors and assigns in such capacity, the “**Collateral Agent**”).

The Debtor hereby acknowledges, assigns by way of security and pledges to the Collateral Agent, and grants to the Collateral Agent for the benefit of the Senior Creditors a continuing security interest in and to all of the right, title and interest of the Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademark Office**”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill associated with each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by the Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

(collectively, the “**Trademark Security**”) to secure the payment and performance of all Obligations of the Debtor as set out in that certain second amended and restated general security agreement dated as of September 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between, inter alios, the Debtor and the Collateral Agent. Each capitalized term not otherwise defined herein, is used in this Trademark Security Agreement with the respective defined or extended meaning assigned to it in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Security Agreement shall not operate as a sale, transfer, conveyance or other assignment to Collateral Agent of any applications by the Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “Intent-to-Use Applications”), but rather,

if and so long as the Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Security Agreement shall operate only to create a security interest for collateral purposes in favor of Collateral Agent on such Intent-to-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

The Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Collateral Agent.

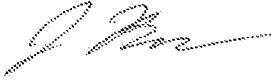
The Debtor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the assignment by way of security, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Collateral Agent with respect to the Trademark Security are as provided by the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

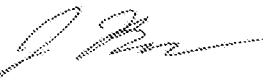
This Trademark Security Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Security Agreement shall be construed and determined in accordance with the laws of the State of New York applicable therein without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Security Agreement will be binding on and shall enure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the date and year last above written.

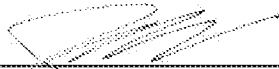
JUST ENERGY ADVANCED SOLUTIONS LLC

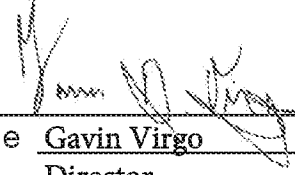
By 
Name James Brown
Title CFO

By 
Name James Brown
Title CFO

Accepted and agreed to as of the date and year last above written.

NATIONAL BANK OF CANADA, AS COLLATERAL
AGENT

By 
Name Jonathan Campbell
Title Director

By 
Name Gavin Virgo
Title Director

**SCHEDULE A
To
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK APPLICATIONS
AND REGISTERED TRADEMARKS**

Trademarks Applications

<u>TRADEMARK</u>	<u>FILING DATE</u>	<u>SERIAL NUMBER</u>
None.		

Registered Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION DATE</u>	<u>REGISTRATION NUMBER</u>
TERRAPASS	October 31, 2017	5323332
TERRAPASS design	October 31, 2017	5323333