

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624756

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DOMINION DIAMOND MINES ULC		02/03/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Arctic Canadian Diamond Company Ltd.		
Street Address:	900 - 606 4 Street SW		
City:	Calgary		
State/Country:	CANADA		
Postal Code:	T2P 1T1		
Entity Type:	Company: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4797939	CANADAMARK	
Registration Number:	3328185	CANADAMARK	
Registration Number:	3479107	CANADAMARK	
Registration Number:	4774976	DOMINION DIAMOND	
Serial Number:	87840082	DOMINION DIAMOND MINES	
Registration Number:	2517996	EKATI	
Registration Number:	3492580		
CORRESPONDENCE DATA			
Fax Number:	4168657380		
<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:	4168658244		
Email:	bhorvat@torys.com		
Correspondent Name:	Edward Fan		
Address Line 1:	79 Wellington St. W.		
Address Line 2:	30th Floor, Box 270 TD South Tower		
Address Line 4:	Toronto, CANADA M5K 1N2		
NAME OF SUBMITTER:	Edward Fan		
SIGNATURE:	/Edward Fan/		

OP \$190.00 4797939

DATE SIGNED:	02/05/2021
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Total Attachments: 13
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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is executed as of February 3, 2021 by and among Dominion Diamond Holdings, LLC, a Delaware limited liability company ("Dominion Holdings"), Dominion Diamond Mines ULC, a British Columbia unlimited liability company and a wholly owned subsidiary of Dominion Holdings ("DDM"), Dominion Diamond Delaware Company LLC, a Delaware limited liability company and a wholly owned subsidiary of DDM ("DDC"), Dominion Diamond Marketing Corporation, a wholly owned subsidiary of Dominion Holdings ("Dominion Marketing"), Dominion Diamond Canada ULC, a wholly owned subsidiary of DDC ("DDCU"), Dominion Finco Inc. ("Finco" and, together with Dominion Holdings, DDM, DDC, Dominion Marketing and DDCU, the "Assignors") and Arctic Canadian Diamond Company Ltd., a British Columbia company (the "Assignee"). Assignors and Assignee may be referred to herein, individually, as a "Party" and, collectively, as the "Parties." Capitalized terms used but not defined in this Agreement have the meanings given to such terms in the Asset Purchase Agreement.

WHEREAS, DDJ Capital Management, LLC, Brigade Capital Management, LP and the Assignors have entered into an asset purchase agreement dated as of December 6, 2020 (the "Asset Purchase Agreement"), which sets forth, among other things, the terms of the sale, conveyance, assignment, transfer and delivery of certain assets and liabilities of Assignors to Assignee in accordance with the terms thereof; and

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, Assignors have agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase and accept from Assignors, all of Assignors' right, title, and interest in and to all Intellectual Property owned or purported to be owned by any of the Assignors including, but not limited to, those items set forth on Schedule 1 attached hereto (the "**Acquired Intellectual Property**");

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein contained, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I

ASSIGNMENT AND ASSUMPTION

1.1. Conveyance. For the consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which Assignors and Assignee hereby acknowledge, Assignors do hereby sell, transfer, assign, convey and deliver to Assignee, effective as of the Closing, all of Assignors' rights, titles, benefits and interests in, to and under the Acquired Intellectual Property, free and clear of all Encumbrances other than Permitted Encumbrances, in accordance with Section 3.1 of the Asset Purchase Agreement.

1.2. Assumption. Assignee hereby accepts and assumes Assignors' right, title and interest in, to and under the Acquired Intellectual Property.

1.3. Recordation. The Parties agree to reasonably cooperate with each other with respect to preparing instruments to record Assignee as the owner of the Acquired Intellectual Property in the Canadian Intellectual Property Office and any other applicable foreign Governmental Body or registrar, in each case in form and substance reasonably acceptable to the Parties and in accordance with the applicable Laws of the jurisdiction to which such instrument pertains.

1.4. Excluded Assets. Assignors do not, and in no event shall Assignors be deemed to, sell, transfer, assign, convey or deliver to Assignee any right, title and interest to, in and under the Excluded Assets. For greater certainty, Assignors do hereby retain, all right, title and interest to, in and under the Excluded Assets, as provided in Section 3.2 of the Asset Purchase Agreement.

1.5. Asset Purchase Agreement. Except as specifically provided herein, each of the Parties acknowledge and agree that the Asset Purchase Agreement remains in full force and affect, unamended.

1.6. Incorporation By Reference. The terms set forth in Section 5.22 (No Other Representations or Warranties), Section 6.6 (“As Is, Where Is” Basis), Section 6.9 (No Other Representations or Warranties), Section 13.3 (Amendment; Waiver), Section 13.5 (Notices), Section 13.7 (Counterparts; Electronic Signatures), Section 13.8 (Headings), Section 13.9 (Applicable Law and Jurisdiction), Section 13.10 (Binding Nature; Assignment), Section 13.12 (No Third Party Beneficiaries) and Section 13.20 (Severability) of the Asset Purchase Agreement are incorporated by reference herein, except that, as applicable, any and all references to “this Agreement” shall mean and refer to this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignors and Assignee have executed this Intellectual Property Assignment and Assumption Agreement to be effective as of the Closing.

ASSIGNORS:

**DOMINION DIAMOND HOLDINGS,
LLC**

By: 
Name: Brendan Bell
Title: Director

DOMINION DIAMOND MINES ULC

By: _____
Name:
Title:

**DOMINION DIAMOND DELAWARE
COMPANY LLC**

By: _____
Name:
Title:

**DOMINION DIAMOND MARKETING
CORPORATION**

By: _____
Name:
Title:

{Signature Page to Assignment and Assumption Agreement}

#00103

**TRADEMARK
REEL: 007181 FRAME: 0932**

IN WITNESS WHEREOF, Assignors and Assignee have executed this Intellectual Property Assignment and Assumption Agreement to be effective as of the Closing.

ASSIGNORS:

DOMINION DIAMOND HOLDINGS,
LLC

By: _____
Name:
Title:

DOMINION DIAMOND MINES ULC

By: *Kristal Kaye*
Name: *Kristal Kaye*
Title: *Chief Financial Officer*

DOMINION DIAMOND DELAWARE
COMPANY LLC

By: *Kristal Kaye*
Name: *Kristal Kaye*
Title: *Director*

DOMINION DIAMOND MARKETING
CORPORATION

By: *Kristal Kaye*
Name: *Kristal Kaye*
Title: *Director*

[Signature Page to Assignment and Assumption Agreement]

#00142

TRADEMARK
REEL: 007181 FRAME: 0933

DOMINION DIAMOND CANADA
ULC

By: Kristal Kaye
Name: *Kristal Kaye*
Title: *Director*

DOMINION FINCO INC.

By: _____
Name:
Title:

#00143

**DOMINION DIAMOND CANADA
ULC**

By: _____
Name:
Title:

DOMINION FINCO INC.

By:  _____
Name: Brendan Bell
Title: Director

#00104

ASSIGNEE:

ARCTIC CANADIAN DIAMOND
COMPANY LTD.

By: 
Name: Patrick Evans
Title: Director

[Signature Page to Assignment and Assumption Agreement]

#00244

TRADEMARK
REEL: 007181 FRAME: 0936

Schedule J

Country	Trademark	Case	Filed	Serial Number	Reg Date	Reg No.	Renewal Due	
Australia	CANADA MARK & Stylized C Design	T26414	27-Nov-2002	935815	11-Aug-2003	935815	27-Nov-2022	
	CANADA MARK THE DEFINING SYMBOL OF CANADIAN DIAMONDS & DESIGN	T26514	09-Feb-2005	1040960	17-Oct-2005	1040960	09-Feb-2025	
	CANADAMARK	T26314	13-May-2002	912672	14-Jan-2004	912672	13-May-2022	
	DOMINION DIAMOND	T26513	10-Apr-2013	1550718	06-Mar-2014	1550718	10-Apr-2023	
	DOMINION DIAMOND MINES	T26318	21-Mar-2018	1914906	18-Jun-2019	1914906	21-Mar-2028	
	EKATI	T79613	23-Dec-1998	781688	22-Dec-1999	781688	23-Dec-2028	
	EKATI DIAMONDS LOGO	T79713	04-Aug-1999	802468	28-Nov-2000	802468	04-Aug-2029	
	STYLIZED C & DIAMOND DESIGN	T43014	24-Nov-2003	979466	06-Jun-2005	979466	24-Nov-2023	
	Benelux	CANADAMARK	T26614	31-Oct-2002	200601	31-Oct-2002	200601	31-Oct-2022
		Canada	4X4	T48619	14-Jun-2019	1976212		
Canada	ABER	T3606	10-Jan-2006	1285633	29-May-2007	TMA 688484	29-May-2022	
	CANADA MARK & Design	T83313	26-May-2003	1179322	12-Jun-2007	TMA 689626	12-Jun-2022	
	CANADAMARK	T52714	29-May-2014	1679010	25-Sep-2015	TMA 915208	25-Sep-2030	
	CANADAMARK	T92313	12-Nov-2002	1159101	07-Dec-2005	TMA 654545	07-Dec-2030	
	CANADAMARK CERTIFICATE OF ORIGIN	T83113	23-Jul-2003	1185786	28-Aug-2008	TMA 722713	28-Aug-2023	
	DOMINION DIAMOND	T9613	12-Feb-2013	1613885	10-Mar-2015	TMA 898371	10-Mar-2030	

[Signature Page to Assignment and Assumption Agreement]

Country	Trademark	Case	Filed	Serial Number	Reg Date	Reg No.	Renewal Due
	DOMINION DIAMOND MINES	T14018	06-Dec-2017	1871555	17-May-2019	TMA 1021930	17-May-2034
	DOMINION DIAMOND MINES	T16018	21-Feb-2018	1884198			
	EKATI	T60713	04-May-2001	1101835	13-Jun-2003	TMA 583710	13-Jun-2033
	EKATI	T60413	13-Nov-1998	896464	13-Jan-2000	TMA 521456	13-Jan-2030
	EKATI DIAMOND MINE & DESIGN	T60513	30-Mar-1999	1010291	04-Jan-2001	TMA 539131	04-Jan-2031
	EKATI DIAMONDS & DESIGN	T60613	09-May-2001	1102515	18-Dec-2003	TMA 598004	18-Dec-2033
	EKATI DIAMONDS & Maple Leaf Design	T60313	16-Jul-1999	1022653	20-Feb-2001	TMA 541389	20-Feb-2031
	INTEGRITY AND HERITAGE ASSURED	T13714	06-Mar-2014	1666641	01-Dec-2015	TMA 964056	01-Dec-2030
	Stylized C & Diamond Design	T92513	27-Aug-2003	1188975	02-Aug-2007	TMA 693308	02-Aug-2022
	DDC	T11413	14-Feb-2013	1614278	20-Jan-2016	TMA 926525	20-Jan-2031
	DDC	T76415	20-Oct-2015	1751229	17-May-2017	TMA 971149	17-May-2032
	DOMINION DIAMOND LOGO	T20613	20-Mar-2013	1619023	01-Apr-2016	TMA 933199	01-Apr-2031
	JAY PIPE	T49613	25-Jun-2013	1632642	19-Jul-2017	TMA 976191	19-Jul-2032
	LOOK FOR THE MARK	T92413	27-Jun-2003	1183289	27-Jun-2007	TMA 690926	27-Jun-2022
	THE DEFINING SYMBOL OF CANADIAN DIAMONDS	T83213	26-May-2003	1179486	12-Jun-2007	TMA 689625	12-Jun-2022
China	CANADAMARK & DESIGN (class 14)	T5515	10-Feb-2015	16347679	21-Oct-2016	16347679	20-Oct-2026
	CANADAMARK (class 14)	T5415	10-Feb-2015	16347673	28-Jan-2017	16347673	27-Jan-2027
	CANADAMARK (class 35)	T12315	10-Feb-2015	16347672	21-Oct-2016	16347672	20-Oct-2026
	CANADAMARK (class 40)	T12415	10-Feb-2015	16347671	21-Oct-2016	16347671	20-Oct-2026
	CANADAMARK (class 42)	T12515	10-Feb-2015	16347670	21-Oct-2016	16347670	20-Oct-2026
	DOMINION DIAMOND (class 14)	T58013	15-Aug-2013	13087761	21-Dec-2014	13087761	20-Dec-2024

Country	Trademark	Case	Filed	Serial Number	Reg Date	Reg No.	Renewal Due	
	DOMINION DIAMOND (class 37)	T76313	15-Aug-2013	13087770	07-Jan-2015	13087770	06-Jan-2025	
	DOMINION DIAMOND (class 40)	T101213	22-Aug-2013	13118148	21-Apr-2015	13118148	20-Apr-2025	
	DOMINION DIAMOND (class 45)	T101313	22-Aug-2013	13118147	28-Feb-2015	13118147	27-Feb-2025	
	DOMINION DIAMOND MINES (Class 014)	T27018	26-Apr-2018	30514823	21-Feb-2019	30514823	20-Feb-2029	
	DOMINION DIAMOND MINES (Class 035)	T27118	26-Apr-2018	30514822	21-Feb-2019	30514822	20-Feb-2029	
	DOMINION DIAMOND MINES (Class 040)	T27218	26-Apr-2018	30514821	21-Feb-2019	30514821	20-Feb-2029	
	DOMINION DIAMOND MINES (Class 045)	T27318	26-Apr-2018	30514820	14-Feb-2019	30514820	13-Feb-2029	
	EKATI (class 14)	T815					1765536	13-May-2022
	EKATI (class 35)	T915					1951368	13-Sep-2022
	Denmark							
	CANADAMARK	T26214	27-Oct-2005	VR 200504661	02-Jan-2006	VR 200600005	02-Jan-2026	
European Union								
	CANADAMARK	T55414	10-Jun-2014	12954145	31-Oct-2014	12954145	10-Jun-2024	
	DOMINION DIAMOND	T16213	26-Feb-2013	11604204	24-Jul-2013	11604204	26-Feb-2023	
	DOMINION DIAMOND MINES	T26218	23-Mar-2018	017879795	29-Nov-2018	017879795	23-Mar-2028	
	EKATI	T80513	19-Aug-1999	1282961	24-Oct-2000	1282961	19-Aug-2029	
	EKATI	T80813	04-Jan-1999	1033315	15-Mar-2000	1033315	04-Jan-2029	
	EKATI DIAMONDS LOGO	T80613	19-Aug-1999	1283092	16-Oct-2000	1283092	19-Aug-2029	
Hong Kong								
	DOMINION DIAMOND MINES	T26418	06-Apr-2018	304483701	21-Jun-2019	304483701	05-Apr-2028	
	EKATI	T81113	06-Aug-1999	200006538AA	08-May-2000	200006538AA	06-Aug-2026	
India								

Country	Trademark	Case	Filed	Serial Number	Reg Date	Reg No.	Renewal Due
Canada	CANADAMARK	T88614	25-Jul-2014	2780986	19-Nov-2018	2780986	25-Jul-2024
	CANADAMARK	T93713				1148575	28-Oct-2022
	CANADAMARK LOGO	T93813				1201901	27-May-2023
	DOMINION DIAMOND	T20513	14-Mar-2013	2495950	28-Feb-2019	2495950	14-Mar-2023
	DOMINION DIAMOND (Class 035)	T42018		3820129			
	DOMINION DIAMOND MINES (Class 014)	T26518	23-Apr-2018	3814187			
	DOMINION DIAMOND MINES (Class 045)	T26818	23-Apr-2018	3814189			
	DOMINION DIAMOND MINES (Class 040)	T26718	23-Apr-2018	3814188			
	DOMINION DIAMOND MINES (Class 035)	T26618	28-Apr-2018	3819317			
	EKATI	T78013	23-Dec-1998	833738	23-Dec-1998	833738	23-Dec-2028
	EKATI Maple Leaf Logo	T78113	05-Aug-1999	869867	05-Aug-1999	869867	05-Aug-2026
	STYLIZED C DESIGN	T93613				1263248	27-Jan-2024
	Israel	DOMINION DIAMOND	T58213	11-Aug-2013	258159	02-Dec-2015	258159
DOMINION DIAMOND MINES		T26918	20-Mar-2018	303897	05-Feb-2019	303897	20-Mar-2028
EKATI		T78213	05-Dec-2000	144580	04-Aug-2002	144580	05-Dec-2021
EKATI		T78313	05-Dec-2000	144581	04-Aug-2002	144581	05-Dec-2021
CANADA MARK & DESIGN		T84313	27-May-2003	2003-043173	28-May-2004	4774655	28-May-2024
Japan	DOMINION DIAMOND MINES	T27418	23-Mar-2018	2018-034191	26-Apr-2019	6140539	26-Apr-2029
	EKATI	T93013	29-Dec-1998	H10-112105	05-Nov-1999	4332902	05-Nov-2029
	EKATI	T7014	30-Jan-2014	2014-006348	23-Jan-2015	5735643	23-Jan-2025
	EKATI DIAMONDS Maple Leaf Logo	T93113	10-Aug-1999	H11-072113	19-Oct-2001	4514536	19-Oct-2021

TRADEMARK

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Country	Trademark	Case	Filed	Serial Number	Reg Date	Reg No.	Renewal Due	
	EKATI DIAMONDS Maple Leaf Logo	T7114	30-Jan-2014	2014-006377	23-Jan-2015	5735644	23-Jan-2025	
	STYLIZED C & DIAMOND DESIGN	T93413	21-Nov-2003	2003-103927	08-Oct-2004	4808531	08-Oct-2024	
	South Africa							
	EKATI+	T81513	23-Dec-1998	98/23314	23-Dec-1998	98/23314	23-Dec-2028	
	EKATI	T81813	05-Aug-1999	99/14281	05-Aug-1999	99/14281	05-Aug-2029	
	EKATI & DEVICE	T81713	05-Aug-1999	99/14282	05-Aug-1999	99/14282	05-Aug-2029	
	EKATI DIAMONDS & DEVICE	T81613	03-Aug-1999	99/13975	03-Aug-1999	99/13975	03-Aug-2029	
Thailand								
	EKATI (class 14)*	T45714		443076	11-Jan-2001	KOR155077	10-Jan-2021	
	EKATI (class 35)*	T45814		443077	11-Jan-2001	BOR14848	10-Jan-2021	
	EKATI (class 42)*	T45914		443078	11-Jan-2001	BOR16661	10-Jan-2021	
U.S.A.								
	CANADAMARK	T55314	13-Jun-2014	86/309170	25-Aug-2015	4797939	25-Feb-2021	Dominion Diamond Mines LLC
	CANADAMARK	T17514	29-Oct-2002	76/464985	06-Nov-2007	3328185	06-Nov-2027	Dominion Diamond Mines LLC
	CANADAMARK & STYLIZED C DESIGN	T17614	22-Jun-2007	77/213664	05-Aug-2008	3479107	05-Aug-2028	Dominion Diamond Mines LLC
	DOMINION DIAMOND	T9813	19-Feb-2013	85/853915	21-Jul-2015	4774976	21-Jan-2021	Dominion Diamond Mines LLC
	DOMINION DIAMOND MINES	T26118	19-Mar-2018	87/840082	(Pending ITU)			Dominion Diamond Mines LLC
	EKATI	T61113	05-Feb-1999	75/635156	11-Dec-2001	2517996	11-Dec-2021	Dominion Diamond Mines LLC
	STYLIZED C & DIAMOND DESIGN	T17814	21-Nov-2003	78/331632	26-Aug-2008	3492580	26-Aug-2028	Dominion Diamond Mines LLC

Country	Trademark	Case	Filed	Serial Number	Reg Date	Reg No.	Renewal Due
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*Currently in the name of BHP Bilton Canada Inc. Maintenance of registration to be confirmed at next renewal.

TRADEMARK

REEL: 007181 FRAME: 0942

RECORDED: 02/05/2021