

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM752752

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rockpoint Gas Storage Canada Ltd.		08/31/2022	Limited Partnership:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank Canada		
<b>Street Address:</b>	20 King Street West 4th FL, South Tower		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1C4		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97372188	AECO HYDROGEN INDEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	jade.tanks@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Gabriela Zapata		
<b>SIGNATURE:</b>	/Gabriela Zapata/		
<b>DATE SIGNED:</b>	09/01/2022		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (the "**Agreement**") is dated as of August 31, 2022 and executed by Rockpoint Gas Storage Canada Ltd. ("**Rockpoint**"), a corporation subsisting under the laws of the Province of Alberta, in favour of Royal Bank of Canada, in its capacity as collateral agent (the "**Collateral Agent**"), for the benefit of itself and the other Secured Parties, and having its business address at 20 King Street West, 4<sup>th</sup> Floor, South Tower, Toronto, Ontario, M5H 1C4;

**WHEREAS** Royal Bank of Canada and such other persons as may become lenders, Royal Bank of Canada, in its capacity as administrative agent on behalf of the Secured Parties, and the Collateral Agent have entered into an ABL credit agreement with, *inter alia*, Rockpoint Gas Storage Partners LP, as US borrower and AECO Gas Storage Partnership, as Canadian borrower, made as of December 22, 2016 as amended by Amendment No. 1 and Consent to ABL Credit Agreement, dated as of March 30, 2017, Amendment No. 2 to ABL Credit Agreement, dated as of February 14, 2018, Amendment No. 3 to ABL Credit Agreement, dated as of March 22, 2021, Amendment No. 4 to ABL Credit Agreement, dated as of October 27, 2021 and Amendment No. 5 to ABL Credit Agreement, dated as of July 29, 2022 (as so amended and as further amended, modified, supplemented or restated from time to time, the "**Credit Agreement**");

**AND WHEREAS** in connection with the Credit Agreement, Rockpoint has entered into a Canadian general security agreement made as of December 22, 2016 among, *inter alios*, Rockpoint and the Collateral Agent (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "**Security Agreement**") pursuant to which Rockpoint has granted to the Collateral Agent a security interest in and to, among other things, its personal property and undertaking, including the Intellectual Property Collateral (as defined below), and the Collateral Agent wishes to record this Agreement with the Canadian Intellectual Property Office;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Rockpoint, Rockpoint hereby agrees with the Collateral Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, capitalized terms used herein (including, without limitation, in the recitals hereto) have the meaning given to them in the Security Agreement.

**SECTION 2. Grant of Security Interest in Intellectual Property Collateral.** As collateral security for the payment and performance in full of all the Secured Liabilities, Rockpoint has granted and, for greater certainty, hereby grants to the Collateral Agent for the benefit of itself and the other Secured Parties, a fixed charge on and a security interest in all of its right, title and interest in, under and to all of its personal property and undertaking consisting of intellectual property, including the trade-marks and trade-mark registrations referred to in Schedule A attached hereto (collectively the "**Intellectual Property Collateral**").

**SECTION 3. The Intellectual Property Collateral.** The Intellectual Property Collateral shall not include any Intellectual Property rights to the extent that granting or perfecting a security interest would result in the invalidity, unenforceability, abandonment, cancellation or voiding thereof.

**SECTION 4. Termination.** This Agreement shall terminate contemporaneously with the termination of the Security Agreement, at which time the Collateral Agent shall execute and deliver to Rockpoint such documents as Rockpoint shall reasonably request to effect such termination including, without limitation, documents to release and/or discharge the security interest granted in the Intellectual Property Collateral, all at the sole cost and expense of Rockpoint.

**SECTION 5. Governing Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

**SECTION 6. Intercreditor Agreement.** Notwithstanding anything to the contrary contained herein, the provisions of this Agreement are subject to the provisions of the ABL Intercreditor Agreement.

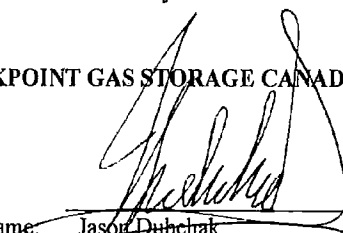
**SECTION 7. Counterparts.** This Agreement may be executed in any number of counterparts (including by way of facsimile or electronic transmission) and all or such counterparts taken together shall be deemed to constitute one and the same instrument.

- *Signatures on the next page* -

IN WITNESS WHEREOF, Rockpoint has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date set forth above.


ROCKPOINT GAS STORAGE CANADA LTD.

By:

  
Name: Jason Dubczak  
Title: Vice President, General Counsel &  
Corporate Secretary

**Accepted and Agreed:**

**ROYAL BANK OF CANADA**  
as Collateral Agent

By:   
Name: Yvonne Brazier  
Title: Manager, Agency Services

**SCHEDULE A  
TRADEMARKS**

<b>Trademark</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Registrant</b>	<b>Registered or Application for Registration In</b>
<b>AECO HYDROGEN INDEX</b>	<b>97372188</b>	<b>N/A</b>	<b>N/A</b>	<b>Rockpoint Gas Storage Canada Ltd.</b>	<b>US</b>

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