

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM775555

<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>
JUST ENERGY GROUP INC.		12/16/2022	Corporation: ONTARIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Bank of Canada, as Agent		
<b>Street Address:</b>	1155 Metcalfe Street		
<b>Internal Address:</b>	23rd Floor		
<b>City:</b>	Montreal		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H3B 4S9		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97299123	LUVIUM	
<b>Registration Number:</b>	3001649	TARA ENERGY	
<b>Registration Number:</b>	4022479	SMART PREPAID ELECTRIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8888295819		
<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>Phone:</b>	3122883549		
<b>Email:</b>	susan.jacoby@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	208 South LaSalle St.		
<b>Address Line 2:</b>	Suite 814		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604		
<b>NAME OF SUBMITTER:</b>	Gregory T. Pealer		
<b>SIGNATURE:</b>	/Gregory T. Pealer/		
<b>DATE SIGNED:</b>	12/20/2022		
<b>Total Attachments: 5</b>			
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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

JUST ENERGY GROUP INC.

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: Ontario, Canada  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) December 16, 2022

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: National Bank of Canada, as Agent

Street Address: 1155 Metcalfe Street, 23rd Floor

City: Montreal

State: Quebec

Country: Canada Zip: H3B 4S9

- Individual(s) \_\_\_\_\_  
 Association \_\_\_\_\_  
 Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Bank Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

See Schedule A.

B. Trademark Registration No.(s)

See Schedule A.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 320 South Canal Street

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-845-2955

Docket Number: 4349973

Email Address: pealer@chapman.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Gregory T. Pealer  
Signature

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

December 16, 2022

Date

Total number of pages including cover sheet, attachments, and document: 5

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is dated as of December 16, 2022 between JUST ENERGY GROUP INC., an Ontario corporation (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, mortgages 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 third amended and restated general security agreement dated as of December 16, 2022 (as further 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 Province of Ontario and the federal laws of Canada 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.

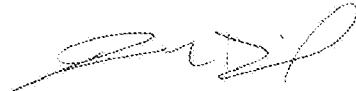
JUST ENERGY GROUP INC.



By \_\_\_\_\_

Name: Michael Carter

Title: President, CEO and CFO



By \_\_\_\_\_

Name: Jonah Davids

Title: EVP, General Counsel and  
Corporate Secretary

**SCHEDULE A  
To  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK APPLICATIONS  
AND REGISTERED TRADEMARKS**

*Trademarks Applications*

<u>TRADEMARK</u>	<u>FILING DATE</u>	<u>APPLICATION NUMBER</u>
LUVIUM	03-07-2022	97299123

*Registered Trademarks*

<u>TRADEMARK</u>	<u>REGISTRATION DATE</u>	<u>REGISTRATION NUMBER</u>
TARA ENERGY and design	09-07-2005	3001649
SMART PREPAID ELECTRIC and design	09-06-2011	4022479