

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARCTIC CANADIAN DIAMOND COMPANY LTD.		06/30/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4797939	CANADAMARK	
Registration Number:	3328185	CANADAMARK	
Registration Number:	3479107	CANADAMARK	
Registration Number:	2517996	EKATI	
Registration Number:	3492580		
Registration Number:	5425712	DDC	
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:	14168657697		
Email:	jkkim@torys.com		
Correspondent Name:	TORYS LLP		
Address Line 1:	79 Wellington Street West		
Address Line 2:	30th Floor, Box 270, TD South Tower		
Address Line 4:	Toronto, CANADA M5K 1N2		
NAME OF SUBMITTER:	Julie Kim		
SIGNATURE:	/JULIE KIM/		
DATE SIGNED:	07/06/2023		

OP \$165.00 4797939

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT is entered into as of June 30, 2023 (this “Agreement”), by and among the entity listed on the signature pages hereto (the “Grantor”) and Alter Domus (US) LLC, in its capacities as administrative agent and collateral agent for the Secured Parties under the Credit Agreement (as hereinafter defined) (in such capacity, the “Agent”).

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of February 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Debtors (as defined therein) party thereto and the Agent and that certain Waiver and Amendment No. 2 to the Credit Agreement (as defined below), dated as of June 30, 2023, by and among the Borrower, Arctic Canadian Diamond Holding, LLC, a Delaware limited liability company, Arctic Canadian Diamond Marketing NV, a Belgian limited liability company, certain Lenders (as defined below) and the Agent, as administrative agent and collateral agent (the “Waiver and Amendment”). The Lenders have extended credit to Arctic Canadian Diamond Company Ltd., a British Columbia company (the “Borrower”) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of February 3, 2021, by and among the Borrower, Arctic Canadian Diamond Holding, LLC, a Delaware limited liability company, the lenders from time to time party thereto (collectively, the “Lenders”) and the Agent, as administrative agent and collateral agent (as amended by the Waiver and Amendment and as further amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”). Consistent with the requirements set forth in the Credit Agreement and the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As collateral security for the due payment and performance of its Secured Liabilities, the Grantor hereby grants to the Agent for its own benefit and for the benefit of the other Secured Parties (as defined in the Credit Agreement), a security interest in all of the Grantor’s right, title and interest in and to the following (collectively, the “Trademark Collateral”):

(a) all Trademarks, including those Trademark registrations and applications in the United States Patent and Trademark Office listed on Schedule I hereto; and

(b) to the extent not covered by (a), all Proceeds of any of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in clauses (a) or (b) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” trademark application prior to the filing and acceptance by the United States Patent and Trademark Office of a statement of use.

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

SECTION 5. Term. The term of this Agreement shall be coterminous with the term of the Security Agreement.

SECTION 6. Governing Law. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING HEREUNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the priority of the Security Interests granted to the Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement), pursuant to this Agreement and the exercise of any right or remedy by the Agent are subject to the provisions of the Intercreditor Agreement and any other acceptable intercreditor agreement. In the event of any conflict between the provisions with respect to the priority of any liens and security interests and the exercise of rights and remedies of the Intercreditor Agreement or any other acceptable intercreditor agreement, on the one hand, and this Agreement, on the other hand, the provisions of such intercreditor agreement or other acceptable intercreditor agreement, as applicable, shall govern and control.

SECTION 8. Electronic Signature and Counterparts. Delivery of an executed signature page to this Agreement by the Grantor by facsimile or other electronic form of transmission shall be as effective as delivery by the Grantor of a manually executed copy of this Agreement by the Grantor. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

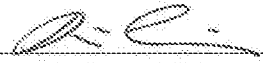
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**ARCTIC CANADIAN DIAMOND COMPANY
LTD.**, as Grantor

By: 
Name: **Kim Truter**
Title: **Director**

ALTER DOMUS (US) LLC, as the Agent

By: 

Name: Pinju Chiu

Title: Associate Counsel

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 008125 FRAME: 0253

SCHEDULE I

TRADEMARKS

	Trademark	Serial No./App No. Filing Date	Reg. No. Reg. Date	Country
1.	CANADAMARK	Serial No. 86/309170 Filed: 13-Jun-2014	Registration No. 4797939 Registered: 25-Aug-2015	United States
2.	CANADAMARK	Serial No. 76/464985 Filed: 29-Oct-2002	Registration No. 3328185 Registered: 06-Nov-2007	United States
3.	CANADAMARK & STYLIZED C DESIGN	Serial No. 77/213664 Filed: 22-Jun-2007	Registration No. 3479107 Registered: 05-Aug-2008	United States
4.	EKATI	Serial No. 75/635156 Filed: 05-Feb-1999	Registration No. 2517996 Registered: 11-Dec-2001	United States
5.	STYLIZED C & DIAMOND DESIGN	Serial No. 78/331632 Filed: 21-Nov-2003	Registration No. 3492580 Registered: 26-Aug-2008	United States
6.	DDC	Serial No. 85/864763 Filed: 01-Mar-2013	Registration No. 5425712 Registered: 20-Mar-2018	United States