

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822408

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		06/30/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Arctic Canadian Diamond Company Ltd.		
Street Address:	900-606 4th Street SW		
City:	Calgary		
State/Country:	CANADA		
Postal Code:	T2P 1T1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86309170	CANADAMARK	
Serial Number:	76464985	CANADAMARK	
Serial Number:	77213664	CANADAMARK	
Serial Number:	85853915	DOMINION DIAMOND	
Serial Number:	75635156	EKATI	
Serial Number:	78331632		
CORRESPONDENCE DATA			
Fax Number:	4168632653		
<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:	4168632400		
Email:	epatent@blakes.com		
Correspondent Name:	Josie Fazzalari		
Address Line 1:	199 Bay Street, Suite 4000		
Address Line 2:	Commerce Court West		
Address Line 4:	Toronto, CANADA M5L 1A9		
NAME OF SUBMITTER:	JOSIE FAZZALARI		
SIGNATURE:	/Josie Fazzalari/		
DATE SIGNED:	07/06/2023		

CH \$165.00 86309170

Total Attachments: 4

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RELEASE OF SECURITY IN TRADEMARKS

This RELEASE OF SECURITY IN TRADEMARKS (this “Release”), dated as of June 30, 2023 (the “Effective Date”), is made by Credit Suisse AG, Cayman Islands Branch, in its capacity as collateral agent under the Security Agreement (as hereinafter defined) (in such capacity, the “Collateral Agent”), in favor of Arctic Canadian Diamond Company Ltd. (the “Grantor”).

WHEREAS, pursuant to that certain Third Lien Canadian Pledge and Security Agreement, dated as of February 3, 2021 by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Collateral Agent a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered that certain Third Lien Trademark Security Agreement, dated as of February 3, 2021 (the “Trademark Security Agreement”), pursuant to which the Grantor granted to the Collateral Agent for its own benefit and for the benefit of the Secured Parties 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;

except, notwithstanding anything to the contrary in (A) or (B) above, no grant of a security interest was made 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;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel/Frame 7182/0271; and

WHEREAS, the Secured Liabilities have been paid and performed in full, and as a result, the Collateral Agent has agreed to terminate and release security interest in and to the Trademark Collateral.

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Collateral Agent hereby fully releases, discharges, terminates and cancels its security interest in and to all of the Grantor’s right, title and interest in, to and under the Trademark Collateral, including the Trademarks set forth on Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Security Agreement or Trademark Security Agreement, the Collateral Agent hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Termination. The Collateral Agent terminates and cancels the Trademark Security Agreement.

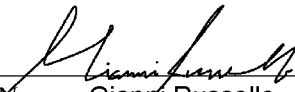
4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

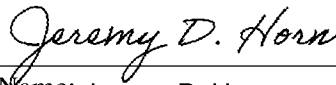
5. Governing Law. THIS RELEASE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING HEREUNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA AND THE FEDERAL LAWS OF CANADA APPLICABLE IN THAT PROVINCE.

6. Electronic Signature and Counterparts. Delivery of an executed signature page to this Release by the Collateral Agent by facsimile or other electronic form of transmission shall be as effective as delivery by the Collateral Agent of a manually executed copy of this Release by the Collateral Agent. This Release 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 page follows]

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as the Collateral Agent

By: 
Name: Gianni Russello
Title: Authorized Signatory

By: 
Name: Jeremy D. Horn
Title: Authorized Signatory

Schedule I

	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.	DOMINION DIAMOND	Serial No. 85/853915 Filed: 19-Feb-2013	Registration No. 4774976 Registered: 21-Jul-2015	United States
5.	EKATI	Serial No. 75/635156 Filed: 05-Feb-1999	Registration No. 2517996 Registered: 11-Dec-2001	United States
6.	STYLIZED C & DIAMOND DESIGN	Serial No. 78/331632 Filed: 21-Nov-2003	Registration No. 3492580 Registered: 26-Aug-2008	United States