

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835030

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rockpoint Gas Storage Canada Ltd.		08/17/2023	Corporation: ALBERTA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	3900 Bankers Hall West, 888 3rd St. S.W.		
City:	Calgary		
State/Country:	CANADA		
Postal Code:	T2P 5C5		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97372188	AECO HYDROGEN INDEX	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Matthew T. Callahan		
SIGNATURE:	/Matthew T. Callahan/		
DATE SIGNED:	08/28/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "**Agreement**") is dated as of August 17, 2023 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 3900 Bankers Hall West, 888 – 3rd Street S.W., Calgary, Alberta T2P 5C5;

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 a term loan credit agreement with Rockpoint Gas Storage Partners LP, Rockpoint and the other persons party thereto from time to time, as borrowers, and Swan Equity Sub-Aggregator LP and Swan GP LLC, as Parent Affiliates (as defined therein), made as of August 17, 2023 (as 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 the date hereof 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 (as defined in the Credit 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: _____

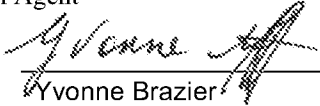
Name: Jason Dubehak
Title: Vice President, General Counsel and
Corporate Secretary

Signature Page to the Intellectual Property Security Agreement of Rockpoint (Term Loan)

TRADEMARK
REEL: 008179 FRAME: 0903

Accepted and Agreed:

ROYAL BANK OF CANADA
as Collateral Agent

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

**SCHEDULE A
TRADEMARKS**

Trademark	Application Number	Registration Number	Registration Date	Registrant	Registered or Application for Registration In
AECO C HUB	1469366	TMA808256	2011-10-04	Rockpoint Gas Storage Canada Ltd.	Canada
AECO HUB	1469365	TMA822585	2012-04-19	Rockpoint Gas Storage Canada Ltd.	Canada
AECO HYDROGEN INDEX	2175347	N/A	N/A	Rockpoint Gas Storage Canada Ltd.	Canada
AECO HYDROGEN INDEX	97372188	N/A	N/A	Rockpoint Gas Storage Canada Ltd.	US