

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624795

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arctic Canadian Diamond Company Ltd.		02/03/2021	Corporation: BRITISH COLUMBIA
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:	4774976	DOMINION DIAMOND	
Registration Number:	2517996	EKATI	
Registration Number:	3492580		
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, ECarrera@cahill.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:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		

OP \$165.00 4797939

DATE SIGNED:	02/05/2021
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Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT is entered into as of February 3, 2021 (this "Agreement"), by the entity listed on the signature pages hereto (the "Grantor") and Alter Domus (US) LLC, in its capacity as collateral agent for the Secured Parties under the Credit Agreement (as hereinafter defined) (in such capacity, the "Collateral Agent").

Reference is made to that certain Second Lien Canadian 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 Collateral Agent. The Lenders (as defined below) 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 the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Credit Agreement"), 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 Collateral Agent as administrative agent and collateral agent. 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 Collateral Agent for its own benefit and for the benefit of the other 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 Canadian Intellectual Property Office and 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 Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 PROVINCE OF BRITISH COLUMBIA AND THE FEDERAL LAWS OF CANADA APPLICABLE IN THAT PROVINCE.

SECTION 7. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the priority of the Security Interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Collateral 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.

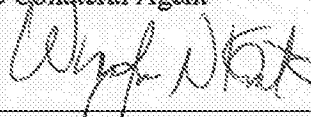
[Signature Pages Follow]

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: *Patrick Evans*
Name: *Patrick Evans*
Title: *DIRECTOR*

ALTER DOMUS (US) LLC,
as the Collateral Agent

By: 
Name: Winnalynn N. Kantaris
Title: Associate General Counsel

SCHEDULE I

TRADEMARKS

	Trademark	Serial No./App No. Filing Date	Reg. No. Reg. Date	Country
1.	4X4	Serial No. 1976212 Filed: 14-Jun-2019	-	Canada
2.	ABER	Serial No. 1285633 Filed: 10-Jan-2006	Registration No. TMA 688484 Registered: 29-May-2007	Canada
3.	CANADA MARK & Design	Serial No. 1179322 Filed: 26-May-2003	Registration No. TMA 689626 Registered: 12-Jun-2007	Canada
4.	CANADAMARK	Serial No. 1679010 Filed: 29-May-2014	Registration No. TMA 915208 Registered: 25-Sep-2015	Canada
5.	CANADAMARK	Serial No. 1159101 Filed: 12-Nov-2002	Registration No. TMA 654545 Registered: 07-Dec-2005	Canada
6.	CANADAMARK CERTIFICATE OF ORIGIN	Serial No. 1185786 Filed: 23-Jul-2003	Registration No. TMA 722713 Registered: 28-Aug-2008	Canada
7.	DOMINION DIAMOND	Serial No. 1613885 Filed: 12-Feb-2013	Registration No. TMA 898371 Registered: 10-Mar-2015	Canada
8.	DOMINION DIAMOND MINES	Serial No. 1871555 Filed: 06-Dec-2017	Registration No. TMA 1021930 Registered: 17-May-2019	Canada
9.	DOMINION DIAMOND MINES	Serial No. 1884198 Filed: 21-Feb-2018	-	Canada
10.	EKATI	Serial No. 1101835 Filed: 04-May-2001	Registration No. TMA 583710 Registered: 13-Jun-2003	Canada
11.	EKATI	Serial No. 896464 Filed: 13-Nov-1998	Registration No. TMA 521456 Registered: 13-Jan-2000	Canada
12.	EKATI DIAMOND MINE & DESIGN	Serial No. 1010291 Filed: 30-Mar-1999	Registration No. TMA 539131 Registered: 04-Jan-2001	Canada
13.	EKATI DIAMONDS & DESIGN	Serial No 1102515 Filed: 09-May-2001	Registration No. TMA 598004 Registered: 18-Dec-2003	Canada
14.	EKATI DIAMONDS & Maple Leaf Design	Serial No. 1022653 Filed: 16-Jul-1999	Registration No. TMA 541389 Registered: 20-Feb-2001	Canada
15.	INTEGRITY AND HERITAGE ASSURED	Application No. 1666641 Filed: 06-Mar-2014	Registration No. TMA 964056 Registered: 01-Dec-2015	Canada
16.	Stylized C & Diamond Design	Serial No. 1188975 Filed: 27-Aug-2003	Registration No. TMA 693308 Registered: 02-Aug-2007	Canada

	Trademark	Serial No./App No. Filing Date	Reg. No. Reg. Date	Country
17.	DDC	Serial No. 1751229 Filed: 20-Oct-2015	Registration No. TMA 971149 Registered: 17-May-2017	Canada
18.	DDC	Application No. 1614278 Filed: 14-Feb-2013	Registration No. TMA 926525 Registered: 20-Jan-2016	Canada
19.	DOMINION DIAMOND LOGO	Application No. 1619023 Filed: 20-Mar-2013	Registration No. TMA 933199 Registered: 01-Apr-2016	Canada
20.	JAY PIPE	Serial No. 1632642 Filed: 25-Jun-2013	Registration No. TMA 976191 Registered: 19-Jul-2017	Canada
21.	LOOK FOR THE MARK	Application No. 1183289 Filed: 27-Jun-2003	Registration No. TMA 690926 Registered: 27-Jun-2007	Canada
22.	THE DEFINING SYMBOL OF CANADIAN DIAMONDS	Application No. 1179486 Filed: 26-May-2003	Registration No. TMA 689625 Registered: 12-Jun-2007	Canada
23.	CANADAMARK	Serial No. 86/309170 Filed: 13-Jun-2014	Registration No. 4797939 Registered: 25-Aug-2015	United States
24.	CANADAMARK	Serial No. 76/464985 Filed: 29-Oct-2002	Registration No. 3328185 Registered: 06-Nov-2007	United States
25.	CANADAMARK & STYLIZED C DESIGN	Serial No. 77/213664 Filed: 22-Jun-2007	Registration No. 3479107 Registered: 05-Aug-2008	United States
26.	DOMINION DIAMOND	Serial No. 85/853915 Filed: 19-Feb-2013	Registration No. 4774976 Registered: 21-Jul-2015	United States
27.	EKATI	Serial No. 75/635156 Filed: 05-Feb-1999	Registration No. 2517996 Registered: 11-Dec-2001	United States
28.	STYLIZED C & DIAMOND DESIGN	Serial No. 78/331632 Filed: 21-Nov-2003	Registration No. 3492580 Registered: 26-Aug-2008	United States