

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KPMG inc.		08/11/2010	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	7020040 Canada inc.		
Street Address:	74 rue Felix Leclerc		
City:	Gatineau		
State/Country:	CANADA		
Postal Code:	J9H 6Y2		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75664159	STOREIMAGE PROGRAMS	
Serial Number:	75563843	STOREIMAGE	
CORRESPONDENCE DATA			
Fax Number:	(819)771-5397		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	1-819-771-7393		
Email:	aa.lebreux@noelassocies.com		
Correspondent Name:	Andree Ann Lebreux		
Address Line 1:	111 rue Champlain		
Address Line 4:	Gatineau, CANADA J8X3R1		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

OP \$65.00 75664159

Address Line 4:

NAME OF SUBMITTER:

Andree Ann Lebreux

Signature:

/Andree Ann Lebreux/

Date:

12/09/2010

Total Attachments: 19

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AGREEMENT OF PURCHASE AND SALE

This agreement (the "Agreement") dated November 8th, 2010 between 7020040 Canada Inc (the "Purchaser"), KPMG Inc., the court-appointed Receiver and Manager (the "Vendor") of all the assets, undertakings and properties of StoreImage Programs Inc. ("StoreImage") and Danbury Solutions (the "Liquidator"), in its capacity as agent for the Vendor, provides for the purchase of the Purchased Assets (as defined herein). For good and valuable consideration, the receipt and adequacy of which are acknowledged, the Purchaser and Vendor agree as follows:

1. Definitions. For the purposes of this Agreement:

"Business Day" means and includes Monday to Friday, and excludes Saturdays, Sundays, and statutory holidays in the Province of Ontario;

"Liens" means and includes any mortgage, charge, pledge, hypothec, security interest, assignment, lien (statutory or otherwise), easement, right of way, agreement, title retention agreement or arrangement, conditional sale, deemed or statutory trust, restrictive covenant or other encumbrance of any nature or any other arrangement or condition which, in substance, secures payment or performance of an obligation.

"Purchased Assets" means the Vendor's and StoreImage's right, title and interest, if any for the trademarks, trade names, websites, logos, internet domain names and addresses, customer list which are more specifically, but without limiting the generally the foregoing referred to in Schedule "A" annexed hereto but excludes the sunglasses patent and moulds.

The Court Appointed Receiver will not object to the purchaser taking over the company's former phone numbers and the fax number if they are available

The Court Appointed Receiver will make its best efforts to provide information related to customers such as work orders, drawings, customer profiles, customer history, etc if available on the company server but it is at the sole discretion of the Court Appointed Receiver what information will be provided. The cost in providing the information to the purchaser is to be born by the purchaser.

"Liquidator" means Danbury Solutions, the agent for the Court-appointed Receiver and Manager of the assets, property and undertaking of StoreImage and not in its personal capacity and without personal or corporate liability.

2. Purchase, Purchase Price and Closing Date.

Subject to the terms of this Agreement, the Purchaser agrees to purchase and the Vendor agrees to sell, transfer, convey and assign to the Purchaser all of the Vendor's and StoreImage's right, title and interest, if any, in and to the Purchased Assets on the terms and conditions set out in this Agreement and for the purchase price (the "Purchase Price") of \$21,000 including Buyer's Premium payable by bank draft to be delivered to the Vendor, by the Purchaser within 72 hours after the execution of this Agreement by the Vendor and delivery of an originally executed copy of this Agreement to the Purchaser. This transaction will be completed on the date (the "Closing Date") which is 3 Business Days after the date of execution of this agreement.

3. Purchaser's Conditions. The Purchaser's obligation to carry out the transactions contemplated by this Agreement is subject to the satisfaction or waiver by the Purchaser of each of the following conditions by the date specified, which conditions are for the sole benefit of the Purchaser and which may be waived by the Purchaser in its sole discretion:

- (a) Closing Date. As of the Closing Date, the representations and warranties of the Vendor set out in this Agreement will be true and accurate and of the same effect as if made on and as of the Closing Date, and all the terms, covenants and conditions of this Agreement to be complied with or performed by the Vendor on or prior to the Closing Date will have been complied with or performed in all material respects.

(b) Title to Purchased Assets. On the Closing, all of the Vendor's and StoreImage's right, title and interest, if any, in the Purchased Assets shall be transferred and conveyed, as the case may be, to the Purchaser.

4. Vendor's Conditions. The Vendor's obligation to carry out the transactions contemplated by this Agreement is subject to the satisfaction or waiver by the Vendor of each of the following conditions by the date specified, which conditions are for the sole benefit of the Vendor and which may be waived by the Vendor in its sole discretion:

(a) Closing Date. As of the Closing Date, the representations and warranties of the Purchaser set out in this Agreement will be true and accurate and of the same effect as if made on and as of the Closing Date, and all the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser on or prior to the Closing Date will have been complied with or performed in all material respects.

5. Liability of the Vendor and Danbury Solutions. The Purchaser acknowledges that, notwithstanding any provision to the contrary herein, Danbury Solutions ("DS") has entered into this Agreement solely in its capacity as agent of the Vendor and not in its personal or corporate capacity and that DS shall in no circumstances incur any personal liability whatsoever in connection with this Agreement. The Purchaser also acknowledges and agrees that the Vendor acts solely in its capacity as Court-appointed Receiver and Manager of StoreImage and that the Vendor and its agents, officers and employees shall have no personal or corporate liability under or as a result of this Agreement, or otherwise in connection herewith.

6. As Is, Where Is. The Purchaser acknowledges and agrees that:

(a) in entering into this Agreement, the Purchaser has relied and will continue to rely entirely and solely upon its own inspections and investigations with respect to the Purchased Assets, and the Purchaser acknowledges that it is not relying on any information furnished by the Vendor or any other person or entities on behalf of or at the direction of the Vendor in connection therewith; and

(b) the Vendor is selling the Purchased Assets on an "as is, where is" basis as they shall exist on the Closing Date and no adjustments shall be made for any changes in the condition of any Purchased Assets. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not warrant, covenant or guarantee title to the Purchased Assets and that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets, and the nature and quantum of the claims against the Purchased Assets, in each case as it deemed appropriate and has satisfied itself with regard to these matters; no representation, warranty or condition is expressed or can be implied as to title, description, fitness for purpose, merchantability, condition, assignability, collectability, quantity, outstanding amount, value or quality of, or in respect of any Purchased Assets or any other matter or thing whatsoever concerning the Purchased Assets or the right of the Vendor to sell same, save and except as expressly represented or warranted herein; and without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the Sale of Goods Act (Ontario) do not apply hereto and are hereby waived by the Purchaser. The risk of loss of the Purchased Assets shall remain with the Vendor until the Closing Date and any property, liability and other insurance shall remain the responsibility of the Vendor until the transfer/vesting of the Purchased Assets on the Closing Date.

The Vendor is operating under an Auction Service Agreement which only includes patents and trademarks referenced in the ASA agreement; all other items are being sold on an "as is where is basis with no representations or warranties what so ever". We are attaching as Schedule "B" the ASA agreement as evidence of our right to sell the patents and trademarks.

The Vendor shall have no obligations or responsibility to the Purchaser after the Closing Date with respect to any matter relating to the Purchased Assets or the condition thereof save as otherwise expressly provided in this Agreement. The provisions of this Section 6 shall not merge on, but shall survive, closing on the Closing Date.

7. **Vendor's Representations.** The Vendor covenants, represents and warrants to and in favor of the Purchaser (which representations shall survive the completion of the transaction herein and shall not merge on the completion of the transaction herein) that:
- (a) **Section 116.** The Vendor is not now, and will on the Closing Date not be, a non-resident of Canada within the meaning of Section 116 of the Income Tax Act (Canada).
 - (b) **Authority of the Liquidator as agent of the Vendor.** (i) the Vendor and the Liquidator have all necessary power and authority to enter into this Agreement, to perform their obligations under this Agreement and all other documents contemplated hereby and thereby and to convey all right, title and interest, if any, of the Vendor, Liquidator and Storeimage in and to the Purchased Assets to the Purchaser as contemplated hereby; (ii) the Vendor and the Liquidator have done no act to license or otherwise deal with or alienate their interest, if any, in the Purchased Assets, save and except as provided in this Agreement, and (iii) this Agreement will constitute a legal, valid and binding obligation of the Vendor and the Liquidator, enforceable against them in accordance with the terms hereof.
 - (c) **No Notice of Claims.** To the date hereof, the Vendor has not received a notice of any claim by any person in respect of the Purchased Assets.
8. **Purchaser's Representations.** The Purchaser covenants, represents and warrants to and in favor of the Vendor that the Purchaser has all necessary power and authority to perform its obligations under this Agreement and all other documents contemplated hereby and thereby and this Agreement constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with the terms hereof.
9. **Taxes.** Goods and services tax or harmonized sales tax will be paid by the Purchaser to the Vendor with respect to the purchase by the Purchaser of the Purchased Assets unless the Purchaser provides to the Vendor on or prior to the Closing Date a certificate and indemnity of the Purchaser (a) indicating the Purchaser's registration number for the purposes of the Goods and Services Tax or Harmonized Sales Tax imposed under the Excise Tax Act (Canada) and (b) indemnifying the Vendor for failure of the Purchaser to pay such applicable taxes in connection with the purchase of the Purchased Assets (whether arising from a reassessment or otherwise) and failure to file any returns or other documents required to be filed by the Purchaser with the relevant taxing authorities in connection with the purchase of the Purchased Assets.
10. **Closing Arrangements and Vendor's Deliveries.** Subject to the terms and conditions of this Agreement, this Agreement will be completed at 10:00 a.m. (Toronto time) on the Closing Date at the offices of Danbury Solutions in Toronto, Ontario. On the Closing Date, the Vendor will deliver to the Purchaser the following documents:
- (i) **General Conveyance.** A general conveyance of the Purchased Assets
11. **General.** Time will in all respects be of the essence of this Agreement. Any tender of documents or money may be made upon the Vendor or the Purchaser or upon their respective solicitors and money may be tendered by certified cheque or bank draft. This Agreement will be binding upon and enure to the benefit of the Vendor and the Purchaser and their respective successors and assigns. The Purchaser shall not have the right to assign this Agreement to any corporation or person without the consent of the Vendor which consent may be unreasonably withheld, provided the Purchaser shall be entitled to assign this Agreement to an Affiliate (as defined in the Business Corporations Act (Ontario)) of the Purchaser, if such assignment is consented to by the Vendor or is made to an Affiliate of the Purchaser, such assignee shall agree in writing with the Vendor to be bound by the Purchaser's obligations under this Agreement, provided that upon such assignment, the Purchaser will not be released from its obligations under this Agreement. This Agreement shall merge on Closing except for Sections 2, 5, 6, 7, 8, 9, 10, and 13. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same agreement. Counterparts may be executed either in an original, email or fax form and the parties agree to adopt any signature received by facsimile as original signature, provided however that any party providing its signature

in such manner promptly forwards to the other party an original of the signed copy of this Agreement which was so emailed or faxed. This Agreement will be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and will be treated in all respects as an Ontario contract. The use of headings in this Agreement is for convenience of reference only and will not affect the meaning or construction of this Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, warranties or representations, discussions and negotiations with respect to this Agreement, whether oral or written. If the time limited for the performance or completion of any matter in this Agreement does not fall on a day that the public offices for registering documents to be delivered pursuant to this Agreement are open for business (a "Business Day"), the time so limited will extend to the next following Business Day. The parties will promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things to carry out the true intent of this Agreement. The parties hereto have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumptions or burdens of proof shall arise favoring any party hereto by virtue of the authorship of any of the provisions of this Agreement. As used in this Agreement, the word "including" means without limitation. The headings and captions used in this Agreement or in any Schedule or Exhibit hereto are for convenience of reference only. Except as expressly set forth herein, all amounts payable hereunder and set forth in this Agreement are expressed in Canadian dollars. No waiver of or amendment to any provision of this Agreement, or any rights or obligations of any party hereto, will be effective except pursuant to a written instrument signed by all of the parties hereto. Any waiver will be effective only for the specific purpose stated in such writing. If any provision of this Agreement is held to be unenforceable, in whole or in part, the remainder of the provision shall be amended to achieve as closely as possible the economic effect of the original term and all other provisions shall continue in full force and effect.

12. **Notice.** Any notice, certificate, consent, waiver, amendment or other written communication required or permitted to be given under the Agreement will be in writing made by the parties or their respective solicitors and will be effectively given and made if delivered personally or by facsimile communication:

(i) In the case of the Vendor and Liquidator, addressed to it at:

Danbury Solutions
1200 Sheppard Ave East Suite 302
Toronto, ON M2K 2S6

Attention: David Ordon
Facsimile No. (416) 630 5241

and at:

ii) and in the case of the Purchaser, addressed to it at:

7020040 Canada Inc
141, Jean Proulx bureau 6
Gatineau QC
J8Z 1T4

Attention: Patrick Molla
Facsimile No. (819) 778-0229

Any communication given or made will be deemed to have been given or made on the day it was received unless (i) it was received after 5 p.m., or (ii) if such day is not a Business Day, in each of which cases it will be deemed to have been given and made and to have been received on the next following Business Day.

13.

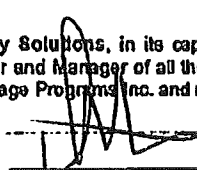
Acceptance of Offer. This Agreement has been executed by the Purchaser and presented to the Liquidator and Vendor as an offer for acceptance by delivery of an ~~original~~ ^{original} executed copy to the Purchaser on or prior to 5:00 p.m. on November 19, 2010 (the "Acceptance Date"), failing which this Agreement will be null and void and of no further force or effect.

IN WITNESS WHEREOF the parties have executed this Agreement.

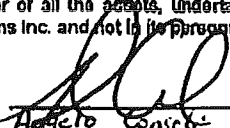
7020040 Canada Inc.

By: 
Name: Patrick Molla
Title: President

Danbury Solutions, in its capacity as agent for the Court-appointed Receiver and Manager of all the assets, undertakings and properties of Storeimage Programs Inc. and not in its personal or corporate capacity

By: 
Name: David Orso
Title: President

KPMG Inc., in its capacity as the Court-appointed Receiver and Manager of all the assets, undertakings and properties of Storeimage Programs Inc. and not in its personal or corporate capacity


By: 
Name: Roberto Conso
Title: Vice-President



SCHEDULE A

Purchased Assets

- 1 Storeimage Trademarks and Logo: See attached Schedule A1
- 2 Storeimage Website domain/address:
 - www.storeimage.com
- 3 Storeimage Telephone numbers:
 - Main Line 519-756-6185
 - Fax Line 519-756-6502
 - Toll free: 866-818-7219
- 4 Storeimage Customer List – See attached Schedule A2,



Schedule A1

Stromberg Program Inc.
Intangible Assets - Trademarks

Reg. Number	View Item X	Class	File Date
1 2564103	MARKET PROGRAMS	35	01/11/01
2 2564104	MARKET PROGRAMS	35	01/11/01
3 2564105	MARKET PROGRAMS	35	01/11/01

Canadian Trademarks

1. Trademark: STROMBERG PROGRAMS, registered class 35, MARKET
2. Trademark: STROMBERG, registered class 35, MARKET
3. Trademark: STROMBERG, registered class 35, MARKET

Logo 

Canadian Patent	Applicant	Filed Date	Class	Priority Date	Priority Claim	Priority Document	Priority Date	Priority Document
1 211221	STROMBERG PROGRAMS INC.	01/11/01	35	01/11/01	Yes	01/11/01	01/11/01	01/11/01
2 211222	STROMBERG PROGRAMS INC.	01/11/01	35	01/11/01	Yes	01/11/01	01/11/01	01/11/01
3 211223	STROMBERG PROGRAMS INC.	01/11/01	35	01/11/01	Yes	01/11/01	01/11/01	01/11/01
4 211224	STROMBERG PROGRAMS INC.	01/11/01	35	01/11/01	Yes	01/11/01	01/11/01	01/11/01
5 211225	STROMBERG PROGRAMS INC.	01/11/01	35	01/11/01	Yes	01/11/01	01/11/01	01/11/01
6 211226	STROMBERG PROGRAMS INC.	01/11/01	35	01/11/01	Yes	01/11/01	01/11/01	01/11/01
7 211227	STROMBERG PROGRAMS INC.	01/11/01	35	01/11/01	Yes	01/11/01	01/11/01	01/11/01

US Patents

Patent No.	Inventor	Filed Date	Class	Priority Date	Priority Claim	Priority Document	Priority Date	Priority Document
1 6659776	Howard J Greenwald, PC	01/11/01	35	01/11/01	Yes	01/11/01	01/11/01	01/11/01
2 7539950	Howard J Greenwald, PC	01/11/01	35	01/11/01	Yes	01/11/01	01/11/01	01/11/01
3 6564379	Howard J Greenwald, PC	01/11/01	35	01/11/01	Yes	01/11/01	01/11/01	01/11/01
4 6129462	Howard J Greenwald, PC	01/11/01	35	01/11/01	Yes	01/11/01	01/11/01	01/11/01
5 6565794	Howard J Greenwald, PC	01/11/01	35	01/11/01	Yes	01/11/01	01/11/01	01/11/01
6 6003697	Howard J Greenwald, PC	01/11/01	35	01/11/01	Yes	01/11/01	01/11/01	01/11/01
7 5782720	Howard J Greenwald, PC	01/11/01	35	01/11/01	Yes	01/11/01	01/11/01	01/11/01

Disclaimer: The information included herein was prepared based on the Company's books and records. KPMG Inc. does not warrant the accuracy or completeness.

7

Schedule "B"

Auction Services Agreement



THIS AUCTION SERVICES AGREEMENT made as of this 26th day of August, 2010.

BETWEEN:

**KPMG INC., in its
capacity as court-appointed receiver and manager of Storeimage Programs Inc.,
and not in its personal or corporate capacity**

(hereinafter called the "Receiver")

OF THE FIRST PART

-and-

2184493 Ontario Ltd. carrying on business as Danbury Solutions

(hereinafter called the "Auctioneer")

OF THE SECOND PART

PREAMBLES:

- A. On June 17, 2010, KPMG Inc. was appointed Receiver pursuant to an Order of the Ontario Superior Court of Justice.**
- B. The Receiver wishes to sell the raw material inventory remaining at Storeimage as at September 3, 2010 and equipment as detailed in Lots 2 and 3 of the information memorandum and attached as Schedules "D", and "E", respectively, (collectively the "Assets") of Storeimage Programs Inc. ("Storeimage").**
- C. The Receiver and the Auctioneer, subject to Court approval, have agreed to enter into this Auction Services Agreement (the "Agreement") respecting the sale by auction of the Assets by the Auctioneer on behalf of the Receiver, upon the terms and conditions hereinafter set forth.**



NOW THEREFORE WITNESSETH THAT in consideration of the sum of Ten Dollars (\$10.00) of lawful money of Canada and other good and valuable consideration now paid by the Auctioneer to the Receiver and by the Receiver to the Auctioneer (the receipt and sufficiency thereof being hereby acknowledged), the Receiver and the Auctioneer hereby agree together as follows:

1. The Auctioneer agrees to:

- a) to auction the Assets of Storeimage on behalf of the Receiver and to guarantee a net minimum recovery to the Receiver for each specific lot (for greater clarity Lots 1, 2 and 3 (the "Lots")) as detailed in Schedule "A", annexed hereto, for a total guaranteed minimum of \$722,500 (the "Guaranteed Minimum");
- b) to provide to the Receiver a detailed listing of the allocated value for each asset in the Lots within two business days of execution of this agreement. Where any asset(s) are removed from the Lots for any reason out of the control of the Receiver or the Auctioneer, the Guaranteed Minimum will be reduced by 90% of the allocated value of the asset(s) removed. If more than 20% of the assets are removed from any one Lot the Net Guaranteed Minimum will have to be adjusted and agreed to by both parties
- c) at its own expense prepare, allot and assort the Assets and arrange the Assets in separate lots for the purpose of public auction, and shall provide lists of the Assets by lot number and location to the Receiver no later than 3 business days prior to the date of the auction;
- d) at its own expense, advertise and otherwise promote the auction of the Assets by all appropriate means, as approved by the Receiver, in order to give adequate exposure of the Assets to the maximum number of potential purchasers;
- e) at its own expense carry out a refurbishing program of the Assets, as may be required to enhance potential recoveries at the discretion of the Auctioneer;
- f) except as expressly provided below, indemnify and save harmless the Receiver in respect of any losses, costs or expenses incurred by the Receiver as a result of the negligence of the Auctioneer in the performance of its obligation hereunder or the breach of any provision hereof by the Auctioneer. The amount of the indemnity shall be limited to the Guaranteed Minimum;
- g) provided that the Auctioneer has received rent free unfettered and full access to the Storeimage premises located at 378 Elgin St., Brantford, Ontario ("378 Elgin") and the Assets, sell and remove in a competent and commercially reasonable manner, the Assets located at 378 Elgin by no later than September 30, 2010;



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- h) provided that the Auctioneer has received rent free unfettered and full access to the Storeimage premises and the Assets located at 100 Elgin St. Brantford, Ontario ("100 Elgin"), 124 Bruce St. Brantford, Ontario ("124 Bruce") and 333 Murray St. Brantford, Ontario ("333 Murray"), sell and remove in a competent and commercially reasonable manner, the Assets, by no later than November 1, 2010. The auction shall be an unreserved public auction and shall be conducted in a manner consistent with the auctioning of assets of this nature and value and in accordance with the standard auction terms of sale used by the Auctioneer, a copy of which is annexed hereto as Schedule "B";
- i) The Receiver shall be entitled to add certain Storeimage assets which are not included in Lots 1, 2 or 3 to the auction sale at the premises of Storeimage if it is determined the assets are subject to the mandate of the Receiver (the "Receiver's Additional Assets"). The sale proceeds from the Receiver's Additional Assets, shall not form part of the Guaranteed Minimum and the Auctioneer shall auction same on a 5% commission basis for tangible assets and a 0% basis for intangible assets, if any, and shall be entitled to retain the Buyer's Premium charged;
- j) furnish, at its own expense, competent personnel to prepare for, conduct and otherwise perform all tasks relating to the proposed auction;
- k) perform the following sale setup activities as applicable at its own expense in connection with the auction:
- i. gathering all specifications, photographs and the like for the sale brochure and detailed lot-by-lot catalogue, if there is to be one;
 - ii. moving small tools, parts inventory and the like to controlled areas in order to provide special security;
 - iii. placing directional arrows and signs throughout the sale site as well as on roadways, where permitted, to the sale site in order to assist potential buyers to easily locate the Assets; and,
 - iv. providing support staff and accounting personnel at the sale site.
- l) leave the 378 Elgin Storeimage premises in a clean broom swept condition (and arrange for dumping and disposal bins in furtherance of such purposes) by no later than September 30, 2010 which includes having all electrical wires and air/water/other lines removed and/or capped to the buss bar/nearest wall, all bolts "blown off", all oil and other lubricants and fluids being removed from the machines and their pits and subsequently disposed of, and all pits created by the removal of machines filled in with gravel. However, and for greater certainty, the Receiver hereby acknowledges, confirms, covenants and agrees that the Auctioneer shall not be responsible for costs of disposition of any oil, or any other

environmentally hazardous chemicals, solvents or substances, garbage removal or the cost of gravel if necessary;

m) leave the 100 Elgin, 124 Bruce and 333 Murray Storeimage premises in a clean broom swept condition (and arrange for dumping and disposal bins in furtherance of such purposes) by no later than November 1, 2010 which includes having all electrical wires and air/water/other lines removed and/or capped to the buss bar/nearest wall, all bolts "blown off", all oil and other lubricants and fluids being removed from the machines and their pits and subsequently disposed of, and all pits created by the removal of machines filled in with gravel. However, and for greater certainty, the Receiver hereby acknowledges, confirms, covenants and agrees that the Auctioneer shall not be responsible for costs of disposition of any oil, or any other environmentally hazardous chemicals, solvents or substances, garbage removal or the cost of gravel if necessary;

~~n) accept responsibility for any damage to the real property and building caused during the setup for the auction, during the auction and upon the removal of any assets sold at the auction excepting pre-existing conditions and building penetrations. For greater clarity, the Auctioneer agrees that it cannot sell and will not remove any assets which would normally form a part of the building and real property, such as, airconditioning, mezzanine and furnace equipment attached to the building. The Receiver and the Auctioneer together will inspect the premises prior to the Auctioneer taking possession to identify and agree upon pre-existing conditions. The Auctioneer will not be responsible for any damage that is out of its control including vandalism or acts of God;~~

o) maintain public liability insurance with a recognized Canadian insurance company in the amount of no less than \$5 million for the Storeimage premises for the duration of this Agreement and will provide evidence of same to the Receiver within 10 business days of the execution of this Agreement;

p) execute and deliver on behalf of the Receiver, to each purchaser of an item of Assets, an instrument of transfer substantially in the form of Schedule "C" hereto;

q) the Assets are provided to the Auctioneer, for sale at the auction, on an "as is, where is" basis. Unless specifically stated in this Agreement, no representation, warranty, covenant or condition, whether statutory (including under the Sale of Goods Act (Ontario)), express or implied, oral or written, legal, equitable, conventional, collateral or otherwise is being given by the Receiver in this Agreement or in any instrument furnished in connection with this Agreement as to description, fitness for purpose, merchantability, quantity, condition, quality, value, suitability, durability, compliance or non-compliance with environmental rules, regulations or legislative provisions, or marketability thereof or in respect of any other matter or thing whatsoever. The Auctioneer and the purchasers of the Assets at the auction shall be deemed to have relied entirely on their own

inspection and investigation in proceeding with the transactions contemplated hereunder;

- r) at its own expense, prepare lists and detailed invoices of all Assets sold in the auction, or other sale, organized by lot number which reflect the sale prices of such Assets, and prepare a complete accounting of the proceeds received, and deliver to the Receiver copies of such lists, invoices and accounting on or before the date the Auctioneer is required to remit the proceeds of the auction to the Receiver pursuant to the terms of this Agreement;
- s) collect and remit to the proper governmental authorities, within the prescribed statutory time periods, all applicable federal and provincial taxes exigible in connection with the sale of the Assets, and will provide to the Receiver with a letter confirming the remittance of applicable government taxes, and will indemnify and hold the Receiver harmless for any and all liability resulting from ~~the Auctioneer's failure to collect and remit any such applicable governmental taxes as described above;~~ and,
- t) at its own expense, make contact with interested parties and professionals in the industry to explore the possibility of selling some or all at a premium recovery factor on a private sale basis, and will seek the approval of the Receiver prior to conducting any such sale.

2. The Receiver agrees:

- a) the Auctioneer shall not be responsible for the payment of realty taxes, insurance and utilities relating to the premises;
 - b) that except as otherwise set out in this Agreement, the Auctioneer does not accept any risk in connection with the Assets and is not required to maintain insurance on all items constituting the Assets;
 - c) to indemnify and save harmless the Auctioneer in respect of any losses, costs or expenses arising out of the sale of any item of the Assets and incurred by the Auctioneer as a result of any valid claim by any holder of a security interest, lien or other encumbrance upon such item of assets, provided that:
 - i. such indemnity shall be limited to the amount of the proceeds from the sale of such item; and
 - ii. such indemnity shall apply only if the Auctioneer gives written notice to the Receiver of any such claim pursuant to this provision within 3 months after the date of the auction or sale with respect to such claim.
3. The Auctioneer shall be entitled to add complementary assets to the sale at the premises of Storage in order to enhance the overall success of the auction. In

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disposing of such additional equipment (the "Additional Equipment"), the Auctioneer shall not act, nor shall it represent to any third party that it is acting, as agent of the Receiver. With respect thereto, it shall be the Auctioneer's responsibility, at its own expense, to convey whatever interest it has in Additional Equipment to any purchaser thereof. The Auctioneer shall indemnify the Receiver in respect of any losses, costs or expenses arising out of the sale of the Additional Equipment.

4. The following provisions shall govern the proceeds to be received from the sale of the Assets pursuant to the provisions hereof:

a) Payment for the Assets sold by the Auctioneer on behalf of the Receiver pursuant to the provisions of this Agreement shall be in cash or by certified cheque. The Auctioneer shall be responsible for the collection of all the proceeds of sale and shall deposit such proceeds in a joint bank account in the name of the Receiver and the Auctioneer immediately as they are collected (the "Joint Account"). The monies in the Joint Account shall be the property of the Receiver, subject to the Auctioneer's rights to a portion of the proceeds, as herein provided. The authorized signatories on the Joint Account will be Kevin J. Treacy or Angelo Consoli for the Receiver and Insert Name(s) for the Auctioneer. The proceeds in such account shall be distributed in Canadian funds no more than 15 business days after the date of auction, as follows:

- (i) all applicable federal and provincial taxes exigible in connection with the sale of the Assets (the "Taxes") shall be remitted by the Auctioneer to the proper governmental authorities when due;
- (ii) the Guaranteed Minimum on the Assets of \$722,500 less the deposit of \$144,500;
- (iii) the next \$60,000 on the sale of the Assets shall be paid to the Auctioneer;
- (iv) the buyer's premium is to be paid to the Auctioneer; and
- (v) the remaining proceeds on the sale of the Assets shall be allocated 85% to the Receiver and 15% to the Auctioneer.

The sale of equipment expressly excludes assets which form part of the building and real property, including but not limited to; all electrical fixtures and panels specific to the property and any transformers on the property;

b) If the Auctioneer fails to comply with any of the provisions of this Agreement, the Receiver shall be entitled at its option to terminate this Agreement, but only if the Receiver provides the Auctioneer with 4 business days, or a reasonable amount of time in the circumstances as agreed upon between the parties, to remedy such failure and the Auctioneer has not done so, without prejudice to the Receiver's right under the guarantee referred to in subparagraph 3(e) hereof. In such event, any of the Assets not sold may, at the Receiver's option, be sold or resold by the Receiver in such manner and on such terms and conditions as the Receiver in its sole discretion determines and the deficiency, if any, on any sale or resale, together with all charges attending the same or occasioned by the default of the



Auctioneer shall be paid forthwith upon demand by the Auctioneer to the Receiver;

- e) The Auctioneer hereby guarantees payment to the Receiver, by no later than 15 business days after the auction, of the Guaranteed Minimum notwithstanding that the proceeds of the sale of the Assets may be less than the Guaranteed Minimum. As security for such guarantee the Auctioneer shall deliver to the Receiver by no later than 5:00 p.m. on the second business day after the execution hereof by both the Receiver and the Auctioneer, at the Auctioneer's expense, a certified cheque for 20% of the Guaranteed Minimum (i.e. \$144,500) (the "Deposit")

In the event that the proceeds of the sale of the Assets are less than the Guaranteed Minimum, the Deposit shall immediately be forfeited to the Receiver to the extent of the deficiency;

~~In the event the Receiver exercises its right to terminate pursuant to paragraph 3(b), the Deposit shall immediately be forfeited to the Receiver and held pending determination of any financial deficiency incurred against the net minimum Guarantee to be applied to the minimum Guarantee if necessary;~~

- d) in the event any of the Assets are not sold by the Auctioneer, or a sale of the Assets by the Auctioneer is not completed for reason other than a default by the Auctioneer hereunder, the Auctioneer shall remove, at its own risk and expense, such unsold Assets from the Storeimage premises prior to November 1, 2010 and the Auctioneer shall sell such Assets on behalf of the Receiver in a manner, and at a time and place, mutually agreeable to the parties hereto, and the proceeds and the costs of sale thereof shall be shared as described in paragraph 3(a); and,
- e) If less than substantially all of the Assets are damaged or destroyed prior to the date of the auction, the auction shall proceed as scheduled and the insurance proceeds received for each damaged Asset shall be applied towards the Guaranteed Minimum, as applicable, and such insurance proceeds shall be inclusive of the buyer's premium to be paid to the Auctioneer. If substantially all of the Assets are damaged or destroyed, then the Receiver shall have the option to terminate this Agreement, retain the insurance proceeds and return the Deposit without interest and reimburse the Auctioneer for all the reasonable and necessary expenses actually incurred by the Auctioneer pursuant to the provisions of this Agreement, provided, however, that the damage was not caused by the negligence of the Auctioneer.
5. The Receiver's and Auctioneer's obligations hereunder are subject to there being no proceeding pending or any order by any court of competent jurisdiction restraining the holding of any such sale/auction contemplated hereunder.

In the event that any of the conditions set forth above arise, each of the Receiver and Auctioneer shall be released from their respective obligations under this

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Agreement and, the Receiver shall return the Deposit to the Auctioneer without interest and all the reasonable and necessary expenses actually incurred by the Auctioneer, but not exceeding \$20,000 and the Auctioneer will have no further claims in respect thereof upon reimbursement of its cost to the \$20,000 maximum.

6. The Receiver's and Auctioneer's obligations hereunder are subject to the satisfaction of the following conditions on or before the dates indicated:
- a) There being no sale of substantially all of the Assets prior to the date of auction; and
 - b) there being no order by any court of competent jurisdiction in effect for a period of more than 7 days after the scheduled date of the auction restraining the holding of any such auction.

~~In the event that any of the conditions set forth in this paragraph shall not have been~~ satisfied, each of the Receiver and Auctioneer shall be released from their prospective obligations under this Agreement and, the Receiver shall return the Deposit to the Auctioneer without interest, costs or other compensation. Notwithstanding the foregoing, in the event either of the conditions in subparagraphs 4 (a) or (b) are not satisfied, the Receiver shall reimburse the Auctioneer for all the reasonable and necessary expenses actually incurred by the Auctioneer pursuant to the provisions of this Agreement.

7. a) Any notice, demand, acceptance, request, election or waiver required or permitted to be given hereunder (the "Notice") shall be in writing and shall be deemed to be sufficiently given if personally delivered to an officer of the Receiver or the Auctioneer or served by telecopy or if mailed by registered mail, postage prepaid, addressed to the party to whom the same is given as follows:

i. in the case of the Receiver:

KPMG Inc.
21 King Street West, Suite 510
Hamilton ON L8N 3R1

Attention: Angelo Consoli
aconsoli@kpmg.ca
Fax #: 905-523-2200


ii. in the case of the Auctioneer:

Danbury Solutions
1200 Sheppard Ave E Suite 302
Toronto, Ontario.
Canada M2K 2S5

Attention: Don Lee
dlee@danburysales.com
Fax: (416) 630-6260

Any such notice personally delivered or telecopied shall be deemed to be given on the date on which it was so personally delivered or telecopied and any Notice so served by registered mail shall be deemed to have been given on the third business day following the day on which it was mailed, during the existence of any interruption or threatened interruption in the Canadian postal services, all notices shall be personally delivered or forwarded by telecopy.

- b) This Agreement is entered into by the Receiver solely in its capacity as Receiver and the Receiver shall incur no personal or corporate liability as a result of its entering into this Agreement or performing, or failing to perform, its obligations hereunder.
- c) The Auctioneer shall not be entitled to assign its rights and obligations hereunder without the written consent of the Receiver.
- d) This Agreement shall ensure to the benefit of, and be binding upon, the parties thereto and their respective successors and permitted assigns.
- e) This Agreement shall constitute the entire agreement between the parties hereto pertaining to the subject matter hereof and shall supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no agreements, or understandings between the parties in connection with the subject matter hereof except as specifically set forth herein. No supplement, modification, waiver or termination of such agreement shall be binding, unless executed in writing by the party to be bound thereby, provided that the time provided for doing any matter or thing contemplated herein may be abridged or extended by written agreement, in letter form or otherwise, executed by duly authorized signatories for the parties.
- f) The validity and interpretation of this Agreement, and of each provision and part thereof, shall be governed by the laws of the Province of Ontario and the parties hereto hereby irrevocably attorn to the jurisdiction of the courts of that province with respect to all matters arising out of this Agreement.

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**KPMG INC., solely in its capacity as Court
Appointed Receiver and Manager of
Storeimage Programs Inc. and not in its
personal or corporate capacity**

By: _____
Name:
Title:

**2184493 Ontario Ltd. carrying on business as
Danbury Solutions**

By: _____
Name:
Title:



Storeimage Programs Inc.
Customer List

	Customer	Location
1	Dollar Tree	Norfolk, VA
2	Ross Stores	Pleasanton, CA
3	Sears Holding Corp (US)	Chicago, IL
4	Staples - US	Framingham, MA
5	Fred's	Memphis, TN
6	Staples - Business Depot	Richmond Hills, Ontario
7	Michaels	Dallas, TX
8	Big Lots	Columbus, Ohio
9	Best Buy Canada	Burnaby, BC
10	Couche-Tard	Quebec City
11	Sears Canada	Toronto, Ontario
12	The Kroger Company	Cincinnati, Ohio
13	Swarovski	Cranston, RI
14	TJX	Framingham, MA
15	Zellers	Brampton, Ontario
16	The Home Depot Canada	Toronto, Ontario
17	Luxottica / Sears Optical	Mason, Ohio
18	Giant Tiger	Ottawa, Ontario
19	National Vision	Lawrenceville, GA
20	Aetos Construction(Giant Eagle)	Pittsburgh, PA
21	Katz	Mississauga, Ontario
22	Metro Services	Etobicoke, Ontario
23	Giant Foods	Carlisle, PA
24	Doner Canada	Toronto, Ontario
26	Hangups Unlimited	Santa Monica, CA
27	Hard Rock Café	Orlando, FL
28	The Source	Barrie, Ontario
29	Walmart	Mississauga, Ontario
30	Home Hardware	St. Jacob's, Ontario
31	Carstar	Hamilton, Ontario
32	Do it Best	Fort Wayne, IN
33	Access Financial (ChecknGo)	Cincinnati, Ohio
34	SuperPetz	Bethlehem, PA
35	CIS office express(Wilson's)	Guelph, Ontario
36	Metro Richelieu Inc	Montreal, Quebec
37	Toys R Us	Concord, Ontario
38	Loblaws Properties Ltd	Brampton, Ontario
39	National Money Mart	Vancouver, BC
40	Heys	Toronto, Ontario
41	Purolator	Toronto, Ontario
42	Taco Del Mar	Mississauga, Ontario
43	Darwin Holdings (Sangsters)	Saskatoon, Sask
44	Canex	Ottawa, Ontario
45	Petro Canada	Mississauga, Ontario
46	Regus	Addison, TX
47	3M	London, Ontario