

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Salus Capital Partners, LLC		12/20/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ABG-HMX, LLC		
Street Address:	100 West 33rd Street		
Internal Address:	Suite 1007		
City:	New York, NY 10001		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2217777	CHRISTOPHER BLUE	
Registration Number:	3309032	HEIRLOOM BY CHRISTOPHER BLUE	
CORRESPONDENCE DATA			
Fax Number:	2127602419		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 760 2418		
Email:	tdipaolo@abg-nyc.com		
Correspondent Name:	Terri DiPaolo		
Address Line 1:	100 West 33rd Street		
Address Line 2:	Suite 1007		
Address Line 4:	New York, NEW YORK 10001		
ATTORNEY DOCKET NUMBER:	ABG HMX		
NAME OF SUBMITTER:	Terri DiPaolo		

TRADEMARK

Signature:	/Terri DiPaolo/
Date:	04/29/2013
<b>Total Attachments: 6</b> source=Salus_ReleaseofDebt#page1.tif source=Salus_ReleaseofDebt#page2.tif source=Salus_ReleaseofDebt#page3.tif source=Salus_ReleaseofDebt#page4.tif source=Salus_ReleaseofDebt#page5.tif source=Salus_ReleaseofDebt#page6.tif	

## **ASSIGNMENT OF INDEBTEDNESS AND SECURITY**

made as of the 20th day of December, 2012

**B E T W E E N :**

**SALUS CAPITAL PARTNERS, LLC**  
**("Salus")**

**OF THE FIRST PART**

**- and -**

**ABG HMX, LLC**  
**("ABG")**

**OF THE SECOND PART**

**WHEREAS:**

- (a) 645440 N.B. Ltd., formerly known as HMX Canada Acquisition Corp. and then Coppley Corp. (the "**Debtor**") is indebted to Salus pursuant to the loan and security agreement (as amended, the "**Loan Agreement**") and the guarantee (the "**Debtor Guarantee**") detailed on **Schedule "A"** hereto, originally made between the Debtor, certain of the Debtor's affiliates and Wells Fargo Capital Finance, LLC (formerly known as Wachovia Capital Finance Corporation (Central)), as agent (the "**Original Agent**"), and certain lenders originally party to the Loan Agreement (collectively, the "**Original Lenders**");
- (b) in connection with the Loan Agreement and the Debtor Guarantee, the Debtor made the security agreement detailed on **Schedule "A"** in favour of the Original Agent (the "**Security**") as general and continuing security for the Debtor's obligations under the Loan Agreement and the Debtor Guarantee (the "**Secured Obligations**");
- (c) the Original Agent and the Original Lenders assigned all of their rights and obligations under the Loan Agreement, and all of the indebtedness owing thereunder and any security granted therefore (including, without limitation, the Debtor Guarantee and the Security), to Salus, pursuant to the terms of the assignment detailed on **Schedule "A"** hereto;

- (d) pursuant to the terms hereof, Salus has agreed to assign its secured claim against the Debtor to ABG.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that, in consideration of the premises and the payment herein referred to and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged:

1. Salus hereby acknowledges and confirms that the recitals hereto, including the schedules referred to therein, are accurate.
2. Salus hereby assigns, transfers and sets over unto ABG, its successors and assigns:
  - (a) Salus' secured claim to any proceeds of the estate of the Debtor held, or to be held, by the Debtor's court-appointed receiver, BDO Canada Limited, or any trustee in bankruptcy of the Debtor, but, for greater certainty, excluding Salus' claim to proceeds of any sale of assets of any other borrower or guarantor under the Loan Agreement (the "Assigned Claim");
  - (b) all moneys that may hereafter become due or owing in respect of the Assigned Claim;
  - (c) the Debtor Guarantee; and
  - (d) all security instruments held by Salus to secure payment of the Assigned Claim, including without limitation the Security,and all of the right, title and interest of Salus in and to the above and in all other security documents, instruments, agreements and other writings delivered in connection with the Assigned Claim, and in the property, assets and undertaking thereby secured, mortgaged, charged and assigned (the "Collateral") together with the full benefit of all powers, covenants and provisos contained in the Security (the "Assignment").
3. The purchase price for the Assignment, receipt of which is hereby acknowledged by Salus, is \$1.00 plus other valuable consideration received by Salus in connection with the sale and purchase of substantially all assets of HMX Acquisition Corp. and its affiliates to ABG.
4. ABG shall have and hold the Assigned Claim, the Debtor Guarantee and the Security and all monies arising in respect thereof or to accrue thereon together with interest and costs properly exigible thereon, and on the Collateral to the use of ABG, its successors and assigns, absolutely.
5. Concurrent with the completion of the transaction contemplated hereby, Salus will deliver to ABG original copies (to the extent that Salus has received the same from the Debtor or the Original Agent, or their respective counsels) and duplicate copies (where applicable) of the Debtor Guarantee and the Security.

6. The assignments herein are made on the basis that there are no representations, warranties or conditions, express or implied, made by Salus or by anyone on its behalf or by anyone else with respect to the Assigned Claim, the Debtor Guarantee or the Security, save and except as follows:

- (a) Salus has all power and authority required to enter into and perform this Agreement;
- (b) Salus has the right to assign, transfer and set over the Assigned Claim, the Debtor Guarantee and the Security to ABG;
- (c) Salus has not knowingly done any prior act nor has knowingly entered into any other agreement to assign, convey, transfer, release or encumber the Assigned Claim, the Debtor Guarantee or the Security, in whole or in part; and
- (d) Other than the Loan Agreement, the Debtor Guarantee and the Security comprise all of the material security agreements, guarantees and/or instruments issued, executed or otherwise delivered by the Debtor in favour of Salus in connection with the Assigned Claim.

7. ABG acknowledges that:

- (a) the Assignment is made by Salus strictly without recourse to Salus and that Salus shall not have any responsibility to ABG except as specifically set out in this agreement;
- (b) Salus does not make any representations or warranties and does not assume any responsibility for the enforceability of the Assigned Claim, the Debtor Guarantee or the Security or the collectability of any amount advanced any of the foregoing;
- (c) Salus does not make any representations or warranties with respect to, and does not assume any responsibility for, the financial condition of the Debtor or the performance or non-performance of the Debtor under the Debtor Guarantee or the Security;
- (d) Salus does not make any representations or warranties with respect to the accuracy or completeness of any financial information made available to ABG with respect to the Debtor, and does not make any representations or warranties of any kind or character as to the credit of the Debtor with respect to the Assigned Claim, the Debtor Guarantee or the Security; and
- (e) ABG has made and will continue to make independent investigations of the financial conditions and affairs of the Debtor and ABG accepts its own appraisal of the credit-worthiness of the Debtor.

8. Concurrent with the completion of the transaction contemplated hereby, Salus shall execute and deliver to ABG all such other documents necessary to evidence the Assignment.

9. Salus agrees to provide such further assurances and documentation as may be reasonably requested from time to time to more effectively carry out the true intent and meaning of this Agreement.
10. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
11. This Agreement may be delivered by the parties hereto by facsimile or other electronic means in separate counterparts, each of which when so executed and delivered shall be an original, such that all counterparts shall together constitute one and the same instrument, and, to the extent that this Agreement is delivered by facsimile or other electronic means, the parties so executing shall forthwith deliver to the other parties manually executed copies thereof.
12. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first mentioned above.

**SALUS CAPITAL PARTNERS, LLC**

By:   
Name: Kyle E. Stork  
Title: Senior Vice President  
Authorized Signing Officer

**ABG HMX, LLC**

By:   
Name: James Sutter  
Title: CEO  
Authorized Signing Officer

**SCHEDULE "A"**  
**LOAN AGREEMENT, DEBTOR GUARANTEE AND SECURITY**

1. Loan and Security Agreement dated August 7, 2009 between HMX Canada Acquisition Corp., as it was then known, (the "**Debtor**") and HMX, LLC ("**HMX**"), as borrowers, each of Quartet Real Estate, LLC ("**Quartet**"), HMX Acquisition Corp. ("**HMX Acquisition**"), Embu Investments Spółka z ograniczoną odpowiedzialnością ("**HMX Poland**"), and Remala Trading B.V. ("**Remala**"), as guarantors, Wells Fargo Capital Finance, LLC (formerly known as Wachovia Capital Finance Corporation (Central)), as agent (the "**Original Agent**"), and certain lenders party to the Loan Agreement (the "**Original Lenders**"), as amended by six separate amending agreements among the Debtor, HMX, Quartet, HMX Acquisition, HMX Poland, Remala, the Original Agent and the Original Lenders, respectively dated March 31, 2010, May 24, 2011, September 2, 2011, March 30, 2012, July 19, 2012 and August 7, 2012, and three further "Forbearance Agreements and Amendments to Loan Agreement" with Salus Capital Partners, LLC ("**Salus**") as assignee of the Original Agent and the Original Lenders, respectively dated August 14, 2012, September 28, 2012 and October 15, 2012.
2. Guarantee dated August 7, 2009 made by the Debtor in favour of the Original Agent.
3. General Security Agreement dated August 7, 2009 made by the Debtor in favour of the Original Agent, and a registrations made in respect thereof pursuant to the *Personal Property Security Act* (Ontario), the *Personal Property Security Act* (British Columbia) and the *Personal Property Security Act* (New Brunswick).
4. Assignment Agreement, dated August 14, 2012, between the Original Agent and the Original Lenders, as assignors, and Salus, as assignee.

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