

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	COURT APPOINTMENT OF TRUSTEE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INGLASCO CORPORATION LTD.		09/05/2008	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	ERNST & YOUNG INC.
Street Address:	800 Rene-Levesque Blvd.
Internal Address:	West 19th Floor
City:	Montreal (Quebec)
State/Country:	CANADA
Postal Code:	H3B 1X9
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1804525	INGLASCO

CORRESPONDENCE DATA

Fax Number: 7037399577
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 703-739-4900
 Email: MPETRY@STITES.COM
 Correspondent Name: MARVIN PETRY
 Address Line 1: 1199 NORTH FAIRFAX STREET
 Address Line 2: SUITE 900
 Address Line 4: ALEXANDRIA, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	T01607US0 (1528LT-8600)
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DOMESTIC REPRESENTATIVE

Name:

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	MARVIN PETRY
Signature:	/mp/
Date:	06/26/2013

Total Attachments: 8
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SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF SAINT-FRANCOIS

N^o.: 450-11-000182-083

DATE: September 5, 2008

PRESENT: THE HONOURABLE PAUL CHAPUT, J.S.C.

IN THE MATTER OF THE PROPOSAL OF:

INGLASCO CORPORATION LTD./LA CORPORATION INGLASCO LTÉE,

Debtor

-and-

ERNST & YOUNG INC.,

Trustee

-and-

ASSET ENGINEERING LP,

Petitioner

-and-

CAISSE DE DÉPÔT ET PLACEMENT DU QUÉBEC,

Secured Creditor

-and-

THE REGISTRAR FOR THE REGISTRATION DIVISION
OF SHERBROOKE,

-and-

THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS,

Mises-en-Cause

JUDGMENT

[1] **CONSIDERING** the Petition for the Appointment of an Interim Receiver and for Authorization to Sell Assets of the Debtor and the Affidavit and Exhibits in support thereof;

[2] **CONSIDERING** the representations made by Counsel;

FOR THE FOREGOING REASONS:

[3] **GRANTS** the present Petition;

[4] **SHORTENS** the delays to serve and present the present Petition;

[5] **NAMES AND APPOINTS** Ernst & Young Inc., licensed trustee, of the City of Montreal, Province of Quebec, as interim receiver (the "Interim Receiver") in respect of the following property and assets of the Debtor, Inglasco Corporation Ltée (the "Sale Assets") for the sole purpose of conveying the Sale Assets in accordance with the terms of the Offer (as defined herein), namely:

- (i) all of the Debtor's accounts receivable of all sorts or nature;
- (ii) all of the Debtor's inventory of finished goods, raw material or work in process;
- (iii) all of the Company's printing and manufacturing equipment, rolling stock, computer equipment and office furniture;
- (iv) the immovable property more fully described below (the "Immovable"), namely:

"(a) Un immeuble sis et situé au 1060 rue De Cherbourg à Sherbrooke (Québec) J1K 2N8 et connu et désigné comme étant :

Le lot numéro UN MILLION TRENTE-TROIS MILLE CENT SOIXANTE-QUATRE (1 033 164) au cadastre du Québec de la circonscription foncière de Sherbrooke.

(b) Un immeuble sis et situé au 1954 rue Chevalier à Sherbrooke (Québec) J1K 1E2, et connu et désigné comme étant :

Le lot numéro UN MILLION TRENTE-TROIS MILLE CENT CINQUANTE-ET-UN (1 033 151) au cadastre du Québec de la circonscription foncière de Sherbrooke.

(c) Un terrain vague ayant front sur la rue Chevalier en la ville de Sherbrooke, connu et désigné comme étant :

Le lot UN MILLION TRENTE TROIS MILLE CENT SOIXANTE-CINQ (1 033 165) du Cadastre du Québec, circonscription foncière de Sherbrooke."

- (v) trademarks, trade names, copyrights, patents and any other intellectual property rights, in the broadest sense, whether registered or not;
- (vi) all of the Debtor's rights to actual or potential income tax refunds, other tax refunds, tax loss, carried forward amounts, research and development tax credits or refunds and any other credits or refunds available to the Debtor from any government or governmental agency, to the extent that same can be transferred; and,
- (vii) all of the Debtor's other property, of any nature whatsoever and wherever situated, whether corporeal or incorporeal, movable or immovable, including, without limitation, all purchase orders, commitments, bookings and any other matter leading to the Debtor's sale or purchase of inventory and including as well all rights of the Debtor to occupy premises under a lease or to enjoy the use of equipment under a lease, leasing agreement, conditional sale agreement or other contract (the "Leasehold Rights"), provided that the Purchaser agrees in writing to assume the future obligations of the Debtor under such Leasehold Rights;

[6] **AUTHORIZES** the sale of the Sale Assets to the Purchaser in accordance with the Offer and **AUTHORIZES** the Interim Receiver to (i) sell, transfer, assign and convey to the Purchaser any and all right, title and interest of the Debtor in and to any and all of the Sale Assets pursuant to the provisions of the Offer (the "Conveyance"), (ii) execute the Asset Purchase Agreement conforming in form and substance to the drafts thereof produced under seal as Exhibit P-29, subject to such non-substantial modifications as may be agreed by the Interim Receiver and the Purchaser, and (iii) execute all other agreements, contracts, deeds or any other documents and do all other things necessary in order to give full and complete effect to the sale of the Sale Assets contemplated by the Offer (the "Transaction");

[7] **DECLARES** that title to the Sale Assets shall vest in the Interim Receiver immediately prior to the Conveyance, the whole for the sole purpose of making the Conveyance;

[8] **AUTHORIZES AND ORDERS** the Debtor to file upon the closing of the Transaction articles of amendment or any other document that may be required in order to change each of the Debtor's name and any business names used by the Debtor, containing any mention of "Inglasco", and **AUTHORIZES** Ernst & Young Inc., in its capacity of Interim Receiver, to do so;

[9] **ORDERS AND DECLARES** that upon completion of the Transaction, the Sale Assets shall be vested absolutely and exclusively in the Purchaser, free and clear of and from any and all rights, interests, prior claims, hypothecs, security interests (whether contractual, statutory or otherwise), mortgages, debts, disputes, estates, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, assignments, execution, writs of seizure and sale, options, adverse claims, levies, charges, liabilities (direct, indirect, absolute or contingent), or other claims or encumbrances, whether secured, unsecured or otherwise, save and except for any rights securing the payment of municipal and school taxes, but including, without limitation, the security listed in Annex "A" hereto (the "Encumbrances");

[10] **ORDERS** the Registrar for the Registration Division of Sherbrooke and the Register of Personal and Movable Real Rights to radiate and cancel the registration of the Encumbrances against the Sale Assets and ordering that such Encumbrances shall be discharged against the Sale Assets for all legal purposes, subject to the rights of the creditors of the Encumbrances on the proceeds of the sale of the Sale Assets as provided herein;

[11] **AUTHORIZES** the Interim Receiver to:

- (i) receive the purchase price payable in respect of the Transaction and distribute same to the creditors of the Debtor, in accordance with their respective ranks and priorities pursuant to applicable laws; and,
- (ii) remit to Petitioner, Asset Engineering LP, or its assigns, the balance of the purchase price;

[12] **DECLARES** that the Transaction constitutes a sale by a public officer acting under judicial authority as per the provisions of the *Code of Civil Procedure*;

[13] **DECLARES** that the Transaction shall be considered as a forced sale as per the provisions of the *Civil Code of Quebec*;

[14] **DECLARES** that the Transaction shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable and shall not be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act, Canada*, Section 1631 and following of the *Civil Code of Québec* or any other applicable federal or provincial legislation;

[15] **ORDERS AND DECLARES** that nothing herein contained shall vest in the Interim Receiver the care, ownership, control, charge, occupation, possession or management (separately, and/or collectively, "Possession"), except for the sole purpose of conveying the Sale Assets in conformity with the present Judgment, or require or obligate the Interim Receiver to occupy or to take control, care, charge, occupation, possession or

management of any of the Sale Assets (including, without limitation, the Immovable) and nothing herein shall deem the Interim Receiver to be in Possession of any of the Sale Assets (including, without limitation, the Immovable) for the purposes of any federal or provincial legislation, or rule of law in any jurisdiction relating to the environment or the transportation of goods or hazardous waste. For greater certainty, the Interim Receiver shall be entitled to the rights and protections afforded by Section 14.06 of the BIA;

[16] **ORDERS AND DECLARES** that the Interim Receiver shall incur no liability or obligation as a result of its appointment or the fulfillment of its duties hereunder as regards the sale of the Sale Assets, save and except for any gross negligence or wilful misconduct on its part;

[17] **AUTHORIZES** Petitioner to withdraw from the court file **Exhibits P-28 and P-29**;

[18] **EXEMPTS** the Debtor and Ernst & Young Inc., in its capacity as Interim Receiver, from any obligation to furnish security with respect to Ernst & Young Inc.'s appointment as Interim Receiver; and,

[19] **ORDERS** provisional execution of the Judgment to be rendered herein notwithstanding any appeal therefrom.

THE WHOLE WITHOUT COSTS.

Paul Gagnon jr.

COPIE CONFORME

PAR: *Clovis*
OFFICIER DOCUMENTAURISÉ

COPIE CONFORME

Carole Lefort
Greffier adjoint
Cours de Montréal

ANNEX "A"

LIST OF "ENCUMBRANCES"

1. Encumbrances published in the Land Register for the Registration Division of Sherbrooke:

<u>Name of Creditor</u>	<u>Registration No.</u>
(a) Banque de Développement du Canada	501304 11 110 895
(b) Roynat Inc.	501303
(c) Caisse de Dépôt et Placement du Québec	501819

2. Encumbrances published in the Register of Personal and Movable Real Rights:

<u>Name of Creditor</u>	<u>Nature</u>	<u>Registration No.</u>
(a) Asset Engineering LP	Conventional Hypothec Without Delivery	07-0082828-0003
	Cession of Rank	07-0203396-0002
	Cession of Rank	07-0206207-0002
	Cession of Rank	07-0206266-0002
	Prior Notice of the Exercise of a Hypothecary Right	08-0416677-0001
(b) Asset Engineering LP	Conventional Hypothec Without Delivery	07-0082828-0004
	Cession of Rank	07-0203396-0002
	Cession of Rank	07-0206207-0002
	Cession of Rank	07-0206266-0002
(c) Caisse de Depot et Placement du Quebec (pursuant to Assignment of a Hypothecary Claim by Capital d'Amérique CDPQ Inc. registered under number 04-0185277-0001)	Conventional Hypothec Without Delivery	01-0041542-0002
	Cession of Rank	07-0206266-0002

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| (d) | Asset Engineering LP
(pursuant to Assignment of
Rights by Banque de
Developpement du Canada
registered under number
08-0363851-0001) | Conventional Hypothec
With Delivery | 01-0003204-0002 |
| | | Cession of Rank | 07-0203396-0002 |
| | | Prior Notice of the Exercise
of a Hypothecary Right | 08-0173055-0001 |
| (e) | Asset Engineering LP
(pursuant to Assignment of
Rights by Roynat Inc. registered
Under number 08-0363851-0002) | Conventional Hypothec
Without Delivery | 01-0003204-0001 |
| | | Cession of Rank | 07-0206207-0002 |
| | | Prior Notice of the Exercise
of a Hypothecary Right | 08-0193003-0001 |
| (f) | Asset Engineering LP
(pursuant to Assignment of
Rights by Banque HSBC Canada
registered under number
07-0057863-0001) | Conventional Hypothec
Without Delivery | 94-0132642-0006 |
| | | Renewal | 03-0654556-0008 |
| | | Cession of Rank | 07-0203396-0002 |
| | | Cession of Rank | 07-0206207-0002 |
| | | Cession of Rank | 07-0206266-0002 |
| (g) | Asset Engineering LP
(pursuant to Assignment of
Rights by Banque HSBC Canada
registered under number
07-0057863-0001) | Conventional Hypothec
Without Delivery | 94-0132642-0005 |
| | | Renewal | 03-0654556-0006 |
| | | Prior Notice of the Exercise
of a Hypothecary Right | 07-0100942-0003 |
| | | Cession of Rank | 07-0203396-0002 |
| | | Cession of Rank | 07-0206207-0002 |
| | | Cession of Rank | 07-0206266-0002 |

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| (h) | Asset Engineering LP
(pursuant to Assignment of
Rights by Banque HSBC Canada
registered under number
07-0057863-0001) | Conventional Hypothec
Without Delivery | 94-0118330-0002 |
| | | Renewal | 03-0654556-0007 |
| | | Cession of Rank | 07-0203396-0002 |
| | | Cession of Rank | 07-0206207-0002 |
| | | Cession of Rank | 07-0206266-0002 |
| (i) | Asset Engineering LP
(pursuant to Assignment of
Rights by Banque HSBC Canada
registered under number
07-0057863-0001) | Conventional Hypothec
Without Delivery | 94-0118330-0001 |
| | | Renewal | 03-0654556-0005 |
| | | Prior Notice of the Exercise
of a Hypothecary Right | 07-0100942-0002 |
| | | Cession of Rank | 07-0203396-0002 |
| | | Cession of Rank | 07-0206207-0002 |
| | | Cession of Rank | 07-0206266-0002 |

COPIE COLLECTÉE

Carole Lefort
Greffier adjoint
Cour de Montréal