

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393545

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BDC CAPITAL INC.		07/25/2016	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Multiculture Bevco Inc.		
<b>Street Address:</b>	1100 Invicta Dr., Unit 7		
<b>City:</b>	Oakville		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L6H 2K9		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76329132	SLAVA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9058969757		
<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>			
<b>Phone:</b>	905-896-8600		
<b>Email:</b>	jteplinsky@burychlawyers.com		
<b>Correspondent Name:</b>	Burych Lawyers		
<b>Address Line 1:</b>	204-89 Queensway West		
<b>Address Line 4:</b>	Mississauga, ONTARIO L5B2V2		
<b>NAME OF SUBMITTER:</b>	Jeremy Teplinsky		
<b>SIGNATURE:</b>	/jmt/		
<b>DATE SIGNED:</b>	08/02/2016		
<b>Total Attachments: 7</b>			
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OP \$40.00 76329132



RELEASE FROM INDEBTEDNESS AND SECURITY

AMONG:

MULTICULTURE MARKETING INC., MULTICULTURE BEVCO INC. and  
MULTICULTURE WEBCO INC.

(hereinafter jointly and severally referred to as the "Borrower")

- and -

BDC CAPITAL INC., a wholly-owned subsidiary of BUSINESS DEVELOPMENT  
BANK OF CANADA

(hereinafter referred to as the "Bank")

- and -

JOHN VELLINGA

(hereinafter referred to as the "Guarantor")

- and -

KATHERINE VELLINGA

(hereinafter referred to as the "Covenantor")

Background:

1. The Borrower, Guarantor, Covenantor and Bank executed a Loan Agreement dated June 29, 2011 (the "Loan Agreement") setting out the terms of a loan made by the Bank to the Borrower in the amount of \$ \_\_\_\_\_ ("Loan").
2. The Guarantor executed a Guarantee dated June 30, 2011 (the "J. Vellings Guarantee") in favour of the Bank whereby the Guarantor guaranteed payment of the Loan to the Bank.
3. The Covenantor executed a Restrictive Covenant Agreement dated June 30, 2011 (the "K. Vellinga Covenant") in favour of the Bank whereby the Covenantor made certain covenants to the Bank with respect to her role in the day-to-day management of the Borrower.
4. The Guarantor and the Borrower executed an Assignment of Shareholder's Loans dated June 30, 2011 (the "Assignment of Shareholder's Loans") in favour of the Bank as security for repayment of the Loan.

5. \_\_\_\_\_, a creditor of Multiculture Marketing Inc., executed a Postponement of Debt dated June 21, 2011 (the "\_\_\_\_\_") in favour of the Bank as consideration for the Bank making the Loan to the Borrower.
6. The Guarantor and the Borrower executed a Postponement of Shareholder's Loans dated June 30, 2011 (the "J. Vellinga Postponement") in favour of the Bank as consideration for the Bank making the Loan to the Borrower.
7. \_\_\_\_\_ and the Borrower executed a Postponement of Shareholder's Loans dated June 29, 2011 (the "\_\_\_\_\_") in favour of the Bank as consideration for the Bank making the Loan to the Borrower.
8. \_\_\_\_\_ and the Borrower executed a Postponement of Shareholder's Loans dated June 29, 2011 (the "\_\_\_\_\_") in favour of the Bank as consideration for the Bank making the Loan to the Borrower.
9. Multiculture Marketing Inc. executed the following documents in favour of the Bank as security for the payment and performance of the debts and liabilities owing by the Borrower to the Bank pursuant to the Loan Agreement:
  - a. an Assignment of Trade-Marks dated June 30, 2011 (the "Marketing Trade Marks Assignment");
  - b. an Assignment of Patents dated June 30, 2011 (the "Marketing Patents Assignment");
  - c. a General Security Agreement dated June 30, 2011 (the "Marketing GSA"); and
  - d. Acknowledgments dated June 30, 2011 addressed to the Bank acknowledging the receipt of Financing Statements registered against Multiculture Marketing Inc. under the Personal Property Security Acts of Ontario, Saskatchewan and Alberta respectively.
10. Multiculture Bevco Inc. executed the following documents in favour of the Bank as security for the payment and performance of the debts and liabilities owing by the Borrower to the Bank pursuant to the Loan Agreement:
  - a. an Assignment of Trade-Marks dated June 30, 2011 (the "Bevco Trade Marks Assignment");
  - b. an Assignment of Patents dated June 30, 2011 (the "Bevco Patents Assignment");
  - c. a General Security Agreement dated June 30, 2011 (the "Bevco GSA"); and

d. Acknowledgments dated June 30, 2011 addressed to the Bank acknowledging the receipt of Financing Statements registered against Multiculture Bevco Inc. under the Personal Property Security Acts of Ontario, Saskatchewan and Alberta respectively.

11. Multiculture Webco Inc. executed the following documents in favour of the Bank as security for the payment and performance of the debts and liabilities owing by the Borrower to the Bank pursuant to the Loan Agreement:

- a. an Assignment of Trade-Marks dated June 30, 2011 (the "Webco Trade Marks Assignment");
- b. an Assignment of Patents dated June 30, 2011 (the "Webco Patents Assignment");
- c. a General Security Agreement dated June 30, 2011 (the "Webco GSA"); and
- d. Acknowledgments dated June 30, 2011 addressed to the Bank acknowledging the receipt of Financing Statements registered against Multiculture Webco Inc. under the Personal Property Security Acts of Ontario, Saskatchewan and Alberta respectively.

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14. The Borrower has fully repaid all debts and liabilities owing to the Bank pursuant to the Loan Agreement as of April 23, 2016.

**NOW THEREFORE THIS RELEASE FROM INDEBTEDNESS AND SECURITY WITNESSETH** that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and among the parties, and the parties hereby confirm, as follows:

1. The Borrower, Guarantor and Covenantor are hereby released from the indebtedness, liabilities, terms, covenants and conditions provided for in the Loan Agreement, and the Loan Agreement is hereby terminated and cancelled.

2. The Bank hereby releases and discharges the Guarantor from his obligations pursuant to the J. Vellinga Guarantee, and the J. Vellinga Guarantee is hereby terminated and cancelled.
3. The Bank hereby releases and discharges the Covenantor from her obligations pursuant to the K. Vellinga Covenant, and the K. Vellinga Covenant is hereby terminated and cancelled.
4. The Bank hereby reassigns to the Guarantor the shareholder loans that were the subject of the Assignment of Shareholder's Loans, and the Assignment of Shareholder's Loans is hereby terminated and cancelled.
5. The Bank hereby releases and discharges the Guarantor, in their respective obligations pursuant to the Postponement, the Assignment, and the Postponement, the Assignment, and the Postponement, the Assignment, and the Postponement are hereby terminated and cancelled.
6. The Bank hereby reassigns to Multiculture Marketing Inc., Multiculture Webco Inc., and Multiculture Bevco Inc., respectively, the intellectual property that was subject to (i) the Marketing Trade Marks Assignment, (ii) the Bevco Trade Marks Assignment, (iii) the Webco Trade Marks Assignment, (iv) the Marketing Patents Assignment, (v) the Bevco Patents Assignment, and (vi) the Webco Patents Assignment, and the Marketing Trade Marks Assignment, the Bevco Trade Marks Assignment, the Webco Trade Marks Assignment, the Marketing Patents Assignment, the Bevco Patents Assignment, and the Webco Patents Assignment are hereby terminated and cancelled.
7. The Bank hereby releases Multiculture Marketing Inc. from the security it provided pursuant to the Marketing GSA, and the Marketing GSA is hereby terminated and cancelled; and further, the Bank authorizes the Borrower and/or the Borrower's solicitors to execute and to register on the Bank's behalf a discharge of each of the following Personal Property Security Act registrations in respect of the Marketing GSA:
  - i. File No. 671068737, Registration No. 20110629 1242 1862 2723 (Ontario);
  - ii. Control No. F01666244, Registration No. 11062917107 (Alberta); and
  - iii. Registration No. 300742521 (Saskatchewan).
8. The Bank hereby releases Multiculture Bevco Inc. from the security it provided pursuant to the Bevco GSA, and the Bevco GSA is hereby terminated and cancelled; and further, the Bank authorizes the Borrower and/or the Borrower's solicitors to execute and to register on the Bank's behalf a discharge of each of the following Personal Property Security Act registrations in respect of the Bevco GSA:
  - i. File No. 671068746, Registration No. 20110629 1242 1862 2724 (Ontario);
  - ii. Control No. F01666250, Registration No. 11062917246 (Alberta); and

iii. Registration No. 300742525 (Saskatchewan).

9. The Bank hereby releases Multiculture Webco Inc. from the security it provided pursuant to the Webco GSA, and the Webco GSA is hereby terminated and cancelled; and further, the Bank authorizes the Borrower and/or the Borrower's solicitors to execute and to register on the Bank's behalf a discharge of each of the following Personal Property Security Act registrations in respect of the Webco GSA:

- i. File No. 671068755, Registration No. 20110629 1242 1862 2725 (Ontario);
- ii. Control No. F01666254, Registration No. 11062917184 (Alberta); and
- iii. Registration No. 300742527 (Saskatchewan).

10. The Bank hereby authorizes the Borrower and/or the Borrower's solicitors to execute and to register on the Bank's behalf a discharge or reassignment to Multiculture Bevco Inc. of the security interests in the following trademarks of Multiculture Bevco Inc.:

- i. "SAVOUR THE UNEXPECTED", Canada (CIPO), App. No. 1305333, Reg. No. TMA741595;
- ii. "I AM A UKRAINIAN MAN/WOMAN", Canada (CIPO), App. No. 1126743, Reg. No. TMA614426;
- iii. "SLAVA", Canada (CIPO), App. No. 1100679, Reg. No. TMA625900;
- iv. "SLAVA", United States Patent and Trademark Office, Reg. No. 3086961;
- v. "OUR BEER", Canada (CIPO), App. No. 1126741, Reg. No. TMA614380; and
- vi. "ZIROVKA", Canada (CIPO), App. No. 1224288, Reg. No. TMA666393.

11. The Bank hereby authorizes the Borrower and/or the Borrower's solicitors to execute and to register on the Bank's behalf a discharge or reassignment to Multiculture Webco Inc. of the security interests in the following trademarks of Multiculture Webco Inc.:

- i. "UKIESTORE", Canada (CIPO), App. No. 1226867, Reg. No. TMA700088.

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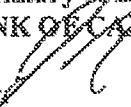
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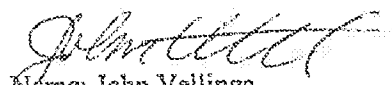
- 14. This Release shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal personal representatives, successors (including any successor by reason of amalgamation or statutory arrangement of any party) and assigns, as the case may be.
- 15. This Release may be executed and delivered in original form, by facsimile, or by portable document format (PDF), and when so executed and delivered shall be deemed to be an original, and the parties agree to accept such reproduced copy of this Release as a legal and binding document. The parties further agree that this Release may be executed and delivered in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Dated this 25<sup>th</sup> day of July, 2016.


**BDC CAPITAL INC., a wholly-owned subsidiary of BUSINESS DEVELOPMENT BANK OF CANADA**

Per:   
 Name: Tony Gopaul  
 Title: Managing Director, Growth & Transition Capital  
 BDC Capital  
 I have authority to bind the Corporation.

**MULTICULTURE MARKETING INC.**

Per:   
 Name: John Vellinga  
 Title: President  
 I have authority to bind the Corporation.

**MULTICULTURE BEVCO INC.**

Per:   
 Name: John Vellinga  
 Title: President  
 I have authority to bind the Corporation.



MULTICULTURE WEBCO INC.

Per: *John Vellinga*  
Name: John Vellinga  
Title: President  
I have authority to bind the Corporation.

SIGNED, SEALED AND DELIVERED )  
in the presence of )

*[Signature]* )  
Witness (to all signatures) )  
*Alison Bajona* )

*John Vellinga* )  
JOHN VELLINGA )  
*Katherine Vellinga* )  
KATHERINE VELLINGA )