

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

MIDWAY INDUSTRIES LTÉE/
MIDWAY INDUSTRIES LTD.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Canadian Corporation
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 23, 2017

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BDC CAPITAL INC.

Street Address: 5 Place Ville-Marie, Suite 500

City: Montreal

State: Quebec

Country: Canada Zip: H3B 5E7

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Financial Institution Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

5010563, 4281350

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kaufman Laramée LLP

Internal Address: Me Kim Toffoli

Street Address: 800 René-Lévesque Blvd. West
Suite 2220

City: Montréal

State: Québec Zip: H3B 1X9

Phone Number: 514-871-5313

Docket Number: 12529-60

Email Address: ktoffoli@klcanada.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number SEE PTO-2038

Authorized User Name _____

9. Signature:



ME KIM TOFFOLI, ATTORNEY

Name of Person Signing

March 30, 2017

Date

Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 006024 FRAME: 0829

OP \$65.00 5010563



PROCURATION

BDC Capital inc., une filiale à part entière de la Banque de développement du Canada, dûment constituée en vertu de la Loi canadienne sur les sociétés par actions, ayant un établissement au 5, Place Ville-Marie, bureau 500, Montréal (Québec) H3B 5E7, et représentée aux présentes par M. Benoit Mignacco, directeur général et M^{me} Fanie Bradette, directrice, dûment autorisés aux fins des présentes, telle qu'ils le déclarent,

NOMME ET CONSTITUE :

M^e Kim Toffoli, Avocate

son mandataire spécial à qui elle donne pouvoir de signer en son nom, tous actes et documents et autres effets qu'elle juge nécessaire contenant les conditions et garanties attachées au Financement #113434-01 consenti à Midway Industries Ltd. (l'« Emprunteur »).

FAIT ET SIGNÉ en la cité de Montréal, province de Québec, ce 6^e jour du mois de décembre deux mille seize (2016).

BDC CAPITAL INC., filiale à part entière de la BANQUE DE DÉVELOPPEMENT DU CANADA.


Par : Benoit Mignacco, Directeur général
Capital de croissance et transfert d'entreprise


Par : Fanie Bradette, Directrice
Capital de croissance et transfert d'entreprise

SCHEDULE "B"

TO THE

**HYPOTHEC ON MOVABLE PROPERTY
FOR PRESENT AND FUTURE OBLIGATIONS**

BETWEEN

BDC CAPITAL INC.

AND

**INDUSTRIES MIDWAY LTÉE /
MIDWAY INDUSTRIES LTD.**

RESOLUTIONS OF THE DEBTOR

(BOARD OF DIRECTORS)

TRADEMARK

REEL: 006024 FRAME: 0831

**HYPOTHEC ON MOVABLE PROPERTY
FOR PRESENT AND FUTURE OBLIGATIONS**

A P P E A R E D:

BDC CAPITAL INC., a wholly-owned subsidiary of Business Development Bank of Canada, duly constituted in accordance with the *Canada Business Corporations Act*, having a place of business in the City of Montreal at 5 Place Ville-Marie, Suite 500, Province of Quebec, H3B 5E7, herein acting and represented by Benoit Mignacco, its Managing Director, Growth & Transition Capital and Fanie Bradette, its Director, Growth & Transition Capital, hereunto duly authorized by a resolution of its sole shareholder, Business Development Bank of Canada, adopted on the 28th day of June, 2016, themselves represented by Kim Toffoli, of the law firm Kaufman Laramée L.L.P., pursuant to a power of attorney under private seal dated December 6, 2016; the certified extract of the resolution and the power of attorney are appended hereto as Schedule "A";

The notice of address of BDC Capital Inc. is registered at the Personal and Movable Real Rights Registry Office under number 034336.

("BDCC")

A N D:

INDUSTRIES MIDWAY LTÉE / MIDWAY INDUSTRIES LTD., a legal person duly incorporated having its head office located at 8270 Pie-IX Blvd., in Montreal, Province of Quebec, H1Z 3T6, represented hereto by Craig Steven Bromberg, its President, duly authorized hereto by resolutions of the Board of Directors, a certified copy of which is appended hereto as Schedule "B";

(the "Debtor")

WHO HAVE DECLARED AND AGREED AS FOLLOWS:

I. THE SECURED OBLIGATIONS

The hypothec and security interest in this agreement are granted to secure all obligations, present and future, direct or indirect, absolute or contingent, matured or not, whether incurred alone or with any other person, in whatever capacity, as borrower, investee, guarantor or otherwise, of the Debtor towards BDCC (the "**Secured Obligations**").

Without limiting the generality of the foregoing, the Secured Obligations include, without limitation, all obligations incurred by the Debtor under or as a consequence of the following documents, as well as any renewals, replacements, additions or modifications, substitutions or reformulations made to them, where required:

- i. The Letter of Offer of Financing and its schedules issued by BDCC in favour of the Debtor on December 2, 2016, (the "**Letter of Offer**").

A copy of the Letter of Offer is attached hereto as Schedule "C" to have effect as if stated herein at length.

- ii. Any other letter of offer, loan or credit agreement or any other document of similar nature, in relation to any other loan granted by BDCC to the Debtor from time to time;
- iii. Any guarantee granted from time to time by the Debtor to BDCC; and
- iv. The present deed.

II. HYPOTHEC

1. To secure the performance and payment of the Secured Obligations, the Debtor hypothecates and creates a security interest in the following property (the "**mortgaged property**") for the sum of six hundred thousand dollars (\$600,000.00), with interest at the rate of twenty-five percent (25%) per annum from the date hereof. The terms "mortgaged property" also include the property described in paragraph 2.

DESCRIPTION OF PROPERTY

All of the Debtor's movable property, corporeal and incorporeal, present and future, of whatever nature and wherever situated.

Without limiting the generality of the foregoing, the mortgaged property includes the universality of the intellectual property of the Debtor, present and future, including, without limitation, patents, trademarks, domain names, source codes, business names, trade names, licences, permits, copyrights, industrial designs, trade secrets, know-how, goodwill and any other forms of intellectual property including those already known, including, without limitation, the intellectual property listed in Schedule "D" of this hypothec (collectively, the "**Intellectual Property**").

2. The following property, to the extent that it is not already included in the description in paragraph 1 above, is also charged by the hypothec and security interest constituted hereunder:
 - a) the proceeds of any sale, lease or other disposal of the property described in paragraph 1 hereinabove, any debt resulting from such sale, lease or other disposal, as well as any property acquired to replace the mortgaged property;
 - b) any insurance or expropriation proceeds payable in respect of the mortgaged property;
 - c) the principal and income of the mortgaged property as well as any rights, accessories and intellectual property attached to the mortgaged property;
 - d) where the property described in paragraph 1 hereinabove includes shares or securities, all other shares and securities issued in replacement of these shares or securities; and
 - e) all deeds, titles, documents, records, registers, invoices and books of account evidencing the mortgaged property or relating thereto.

III. ADDITIONAL HYPOTHEC

To secure the payment of interest not already secured by the hypothec created in Article II and to further secure the performance and payment of the Secured Obligations hereunder, the Debtor

hypothecates all of the property described or referred to in Article II for an additional amount equal to twenty percent (20%) of the principal amount of the hypothec created in Article II.

IV. DEBTOR'S DECLARATIONS

The Debtor declares and warrants the following:

1. The Debtor is in compliance with all applicable laws, ordinances, regulations and policies, the breach of which could have an adverse effect on the Debtor's business or its ability to perform the Secured Obligations, including environmental laws and regulations.
2. The Debtor owns the mortgaged property and the mortgaged property is free and clear of all real rights, hypothecs or security, except as follows:
 - a) in respect of movable hypothecs registered at the *Registre des droits personnels et réels mobiliers* (the "RDPRM"):
 - i. a movable hypothec in the amount of \$13,500,000.00 granted by the Debtor in favour of La Banque de Nouvelle-Écosse ("BNE") and registered at the RDPRM on November 17, 1994 under number 94-0144716-0002 and renewed on October 6, 2004 (04-0582775-0001) and on September 8, 2014 (14-0830658-0002);
 - ii. a movable hypothec in the amount of \$9,002,000.00 granted by the Debtor in favour of BNE and registered at the RDPRM on August 9, 1996 under number 96-0097348-0003 and renewed on June 28, 2006 (06-0370083-0001) and on May 30, 2016 (16-0505428-0002), for which a cession of rank shall be granted by BNE in favour of BDCC in respect of the Intellectual Property of the Debtor;
 - iii. a movable hypothec in the amount of \$2,000,000.00 granted by the Debtor in favour of 9189-6183 Québec Inc. ("9189") and registered at the RDPRM on December 2, 2010 under number 10-0850876-0001, for which a cession of rank shall be granted by 9189 in favour of BDCC;
 - iv. a movable hypothec in the amount of \$5,500,000.00 granted by the Debtor in favour of 9189 and registered at the RDPRM on May 13, 2011 under number 11-0344173-0001, for which a cession of rank shall be granted by 9189 in favour of BDCC;
 - v. a movable hypothec in the amount of \$2,400,000.00 granted by the Debtor in favour of G.B. Midwind Ltd. and Rhonda Wolfe Holdings Inc. and registered at the RDPRM on September 7, 2012 under number 12-0735706-0001, which shall be radiated upon disbursement of the financing set forth in the Letter of Offer and the letter of offer issued by Investissement Québec in favour of the Debtor dated January 5, 2017;
 - vi. a movable hypothec in the amount of \$700,000.00 granted by the Debtor in favour of BNE and registered

at the RDPRM on April 16, 2015 under number 15-0323608-0001;

- vii. a movable hypothec in the amount of \$600,000.00 granted by the Debtor in favour of Investissement Québec ("IQ") and registered at the RDPRM on July 26, 2016 under number 16-0720655-0001, for which a cession of rank shall be granted by IQ in favour of BDCC in respect of the Intellectual Property of the Debtor;
 - viii. a movable hypothec in the amount of \$600,000.00 granted by the Debtor in favour of Business Development Bank of Canada and registered at the RDPRM on July 26, 2016 under number 16-0720669-0001, for which a cession of rank shall be granted by Business Development Bank of Canada in favour of BDCC in respect of the Intellectual Property of the Debtor;
 - ix. a movable hypothec in the amount of \$600,000.00 to be granted by the Debtor in favour of IQ, which shall be published at the RDPRM forthwith and which shall rank pari-passu with the present Hypothec on Movable Property for Present and Future Obligations granted by the Debtor in favour of BDCC.
- b) In respect of Section 427 Bank Act Security registered at the Section 427 Bank Act Registrar (the "**Bank Act**") :
- i. security under section 427 of the Bank Act granted by the Debtor in favour of Banque Nouvelle-Écosse registered at the Canadian Securities Registrations Systems on March 4, 2014 under number 01290860;
 - ii. security under section 427 of the Bank Act granted by the Debtor in favour of Banque Nouvelle-Écosse registered at the Canadian Securities Registrations Systems on February 3, 2017 under number 01310432.
3. The mortgaged property is and will be situated in the Province of Quebec, except for the following property: **N/A**
 4. The mortgaged property is not intended to be used in more than one province or state, except for the following property: **N/A**
 5. The Debtor's head or registered office is located at the following address: 8270 Pie-IX Blvd., in Montreal, Province of Quebec, H1Z 3T6, and the Debtor does not have any other places of business.
 6. The Debtor represents and warrants that it does not own any patent, trademark, registered copyright or other Intellectual Property requiring registration, save and except for the Intellectual Property listed in Schedule "D" of this hypothec. The Debtor undertakes by these presents to advise BDCC within a period of five (5) days from the filing of any Intellectual Property at the Canadian Intellectual Property Office and/or the United States Patent and Trademark Office and/or any other intellectual property office, in order for BDCC to perfect its security pursuant to the terms hereof.

V. COVENANTS

1. The Debtor shall inform BDCC without delay of any change to its name or to the contents of the representations made in Article IV. The Debtor shall provide at BDCC's request all original documents required to protect BDCC's right.
2. The Debtor shall pay, when due, all duties, taxes and charges relating to the mortgaged property, as well as any debt which could rank prior to the hypothec and security interest constituted hereby and shall provide to BDCC, on demand, evidence that the payments described herein have been made.
3. The Debtor shall insure the mortgaged property and keep it constantly insured for its full insurable value against damage caused by theft, fire and all other risks against which a prudent administrator would insure the mortgaged property. BDCC is hereby designated as the beneficiary of the indemnities payable under these policies. The Debtor shall cause such designation to be inscribed in the policies which must also contain the customary clauses protecting hypothecary creditors in the form approved by the Insurance Bureau of Canada. The Debtor shall provide BDCC with a copy of each policy and, at least thirty (30) days prior to the expiration or cancellation of a policy, the Debtor shall provide to BDCC evidence of the renewal or replacement thereof. Receipt by BDCC of such proceeds, whether or not remitted to or endorsed by the Debtor shall not reduce BDCC's rights and privileges unless said proceeds are applied expressly as a reduction of any outstanding balance and shall not in any case constitute novation.
4. The Debtor shall do all things and sign all documents necessary for the hypothec and security interest constituted hereunder to have full effect and be constantly perfected and enforceable against third parties.
5. The Debtor shall protect and adequately maintain the mortgaged property and exercise its activities in such a manner as to preserve its value. The Debtor shall fully comply with all laws and regulations applicable to the operation of its business and to the mortgaged property, including without limitation environmental laws and regulations.
6. The Debtor shall keep all books, records and accounts which a prudent administrator would keep with respect to the mortgaged property; the Debtor shall permit BDCC to examine said books, records and accounts and to obtain copies of same.
7. The Debtor shall keep the mortgaged property free of all real rights, hypothecs or security interests, save those which BDCC has consented to in writing. The Debtor shall not give, grant, assume or permit to exist, any lien, hypothec, mortgage, security interest or other encumbrance on any of its assets that are subject to the hypothec and security interest constituted hereunder other than encumbrances agreed to in writing by BDCC and it shall not grant any licenses in or of its Intellectual Property other than as disclosed and consented to by BDCC.
8. The Debtor shall not sell, assign, dispose of the mortgaged property or lease same, including without limitation, the licensing of

any Intellectual Property, unless BDCC consents thereto in writing. However, if not in default hereunder, the Debtor may sell its inventory or lease the mortgaged property at market conditions in the ordinary course of its business. Notwithstanding any such sale, assignment or disposal, the Debtor shall remain liable for the payment of the Secured Obligations and this agreement shall remain in full force and effect. Moreover, where a sale, assignment or disposal is made without BDCC's prior consent, BDCC shall be entitled to demand immediate repayment of the Secured Obligations, even if they are not yet due.

9. The Debtor shall neither change the use, destination or nature of the mortgaged property nor remove the mortgaged property from its present location unless BDCC consents thereto in writing, under reserve of paragraph 8 herein.
10. If the Debtor is a corporation, the Debtor shall not amalgamate with another person, nor proceed with an arrangement with its creditors, nor commence dissolution or liquidation proceedings, without the prior written consent of BDCC.
11. The Debtor shall provide BDCC with all information reasonably required by it to verify if the Debtor is in compliance with the covenants and obligations contained herein. The Debtor shall inform BDCC of any fact or event which could adversely affect the value of the mortgaged property or the financial condition of the Debtor.
12. The Debtor, with respect to the Intellectual Property, shall take all necessary steps and initiate all necessary proceedings, to maintain the registration or recording of the Intellectual Property, to defend the Intellectual Property from infringement and to prevent any licensed or permitted user from doing anything that may invalidate or otherwise impair the Intellectual Property.
13. The Debtor, with respect to copyrights forming part of the Intellectual Property, shall provide to BDCC waivers of the moral rights thereto executed by all contributors or authors of the copyrighted work.
14. The Debtor shall pay all costs incurred by BDCC with respect to this agreement and to any release relating thereto, including the fees of BDCC's legal counsel and fees incurred in order to render BDCC's rights opposable to third parties.
15. On demand, the Debtor shall pay the amount of any loss suffered by BDCC due to the repayment before maturity of whole or part of the principal of the Secured Obligations, notwithstanding the cause of such repayment (including, where such repayment is made further to an event of default). The amount of this loss shall form part of the Secured Obligations.
16. The Debtor shall reimburse BDCC for all costs and expenses incurred by it in order to exercise its rights or to fulfill the obligations of the Debtor, the whole with interest from the date the costs and expenses are incurred or paid by BDCC at an annual rate equal to the highest applicable rate pursuant to all loan documents in effect then between the Debtor and BDCC. The hypothec and security interest granted hereby under Article II hereof shall also secure the reimbursement of said costs and

expenses as well as the payment of said interest. All such costs and expenses incurred or paid by BDCC, with interest thereon, shall form part of the Secured Obligations.

17. The Debtor shall at all times pay BDCC, at the latter's request, all judicial fees, charges or other legal expenses as well as extra judicial fees in accordance with the tariffs established under the *Bar Act* and its ensuing regulations, the expenses and fees of an agent or trustee, or any costs incurred in the course of ensuring fulfillment of all of the Debtor's obligations hereunder, protecting and realizing the assets given as security for the Secured Obligations, or appraising the assets during the life of any of the Secured Obligations or in the event of their liquidation.

In addition, the Debtor covenants to pay the costs of any appraiser and any environmental investigator engaged by BDCC to effect any inspection, appraisal, investigation or environmental audit of the secured assets during the life of any of the Secured Obligations or in the event of their liquidation, and the cost of any environmental rehabilitation, removal, or repair necessary to protect, preserve or remediate the secured assets, including any fine or penalty BDCC is obliged to incur by reason of any statute, order or direction by competent authority.

18. Where the mortgaged property includes inventory and accounts receivable, the Debtor shall provide BDCC monthly with a statement (by category) of the value of its inventory (calculated at the lesser of cost or market value) and a list of its accounts receivable (indicating their amount and age).

VI. ENVIRONMENT

The Debtor represents and agrees that:

- a) it operates and will continue to operate in conformity with all environmental laws and will ensure its staff is trained as required for that purpose;
- b) its assets are and will remain free of environmental damage or contamination;
- c) there has been no complaint, prosecution, investigation or proceeding with respect to the Debtor's business or assets;
- d) it will advise BDCC immediately upon becoming aware of any environmental problem;
- e) it will provide BDCC with copies of all communications with environmental officials and all studies or assessments prepared for the Debtor and does consent to BDCC contacting and making inquiries of officials or assessors.

VII. RIGHTS OF BDCC

1. BDCC may inspect or have the mortgaged property appraised from time to time at the Debtor's expense and for that purpose, the Debtor shall permit BDCC to access the premises where the mortgaged property is located and to the Debtor's places of business for that purpose. The Debtor shall also allow BDCC to examine all accounting records and documents relating to the mortgaged property and to obtain copies thereof.

2. BDCC may inspect and copy the Debtor's books and records, either at the Debtor's premises or at the financial advisor's premises. BDCC may contact and make inquiries with the Debtor's lessors as well as environmental officials, assessors, municipal authorities and any taxing body.

In addition to the reporting requirements set out herein, BDCC may require the opinion of an independent qualified auditor.

3. BDCC may, without being bound to do so, fulfill any or all of the obligations of the Debtor hereunder.
4. The Debtor may collect all debts forming part of the mortgaged property until BDCC withdraws its authorization to the Debtor to do so. Upon such withdrawal, BDCC may collect such debts and shall be entitled to a reasonable commission which it may deduct from any amounts collected.
5. Where the mortgaged property includes shares or securities, BDCC may, without being bound to do so, cause itself to be registered as the holder of these shares or securities and exercise any right attached thereto, including any right to vote and any right of conversion or redemption.
6. If BDCC has possession of the mortgaged property, it shall have no obligation to maintain the use for which the mortgaged property is normally intended, to make it productive or to continue its use or operation. However, BDCC may, without being bound to do so, sell the mortgaged property in its possession where the mortgaged property is likely to perish, depreciate or decrease in value.
7. The Debtor constitutes and appoints BDCC as its irrevocable attorney, with full power of substitution, to do any act and to sign any document necessary or useful to the exercise of the rights conferred on BDCC hereunder.
8. BDCC shall register assignments of the Intellectual Property, and shall have the right to use, sell, assign, license or sub-license any of the Intellectual Property.
9. The rights conferred on BDCC under this Article VII may be exercised by BDCC irrespective of whether the Debtor is or is not in default hereunder.

VIII. DEFAULTS AND RECOURSES

1. The Debtor shall be in default in each and every one of the following events:
 - a) If the Debtor is in default with respect to the performance or payment of any of the Secured Obligations;
 - b) If any of the representations made in Article IV or warranty made herein is inaccurate or ceases to be accurate;
 - c) If the Debtor does not fulfill any one of its covenants hereunder;

- d) If the Debtor is in default under the Letter of Offer and/or any document evidencing the Secured Obligations, or is in default in respect of any loan with any other lender or creditor;
 - e) If the Debtor and/or any guarantor of the Secured Obligations including without limitation, 9189-6183 Québec Inc., 4379179 Canada Inc. and Midway Industries America, Inc., is in default under any other contract or agreement between it and BDCC, and/or any other lender or creditor and/or is in default under any other hypothec or security granted in favour of BDCC and/or any other lender or creditor which affects the mortgaged property;
 - f) If the Debtor ceases to carry on its business, becomes insolvent or bankrupt;
 - g) If any or all of the mortgaged property is seized or is subject to a taking of possession by a creditor, a receiver or any other person performing similar functions;
 - h) An order of execution against the Debtor's assets or any part thereof remains unsatisfied for a period of ten (10) days;
 - i) The Lessor under any lease to the Debtor of any immovable/real or moveable/personal property, has taken any steps to or threatens to terminate such lease, or otherwise exercises any of its remedies under such lease as a result of any default thereunder by the Debtor;
 - j) The Debtor causes or allows hazardous materials to be brought upon any land or premises occupied by the Debtor or incorporated into any of its assets without BDCC's prior consent, or if the Debtor causes, permits or fails to remedy any environmental contamination upon, in or under any of its lands or assets, or fails to comply with any abatement or remediation order given by a responsible authority;
 - k) Default under any operating permit, lease of land or movable property or personal property or in arrears of payment to any tax authority.
2. Upon the Debtor's default, BDCC may terminate any obligation it may have had to grant credit or make advances to the Debtor and declare exigible all obligations of the Debtor which are not yet due. Upon such default, BDCC may also exercise all recourses available to it under applicable law and realize on its hypothec and security interest, including enforcing the hypothecary rights provided in the *Civil Code of Quebec*.
3. In order to realize on its hypothec and security interest, BDCC may use the premises where the mortgaged property and other property of the Debtor are situated at the expense of the Debtor. Where the mortgaged property includes debts, BDCC may also compromise or transact with the debtors of these debts and may grant releases and discharges in respect of same. Where the mortgaged property includes inventory, BDCC may complete the manufacture of such inventory and do all things necessary or useful to its sale.

IX. GENERAL PROVISIONS

1. The hypothec and security interest created hereby are in addition to and not in substitution for any other hypothec or security held by BDCC.
2. This hypothec and security interest constitute continuing security which shall continue in effect notwithstanding any payment from time to time, in whole or in part, of the Secured Obligations. Furthermore, any new obligation of the Debtor towards BDCC secured hereby will be one for which the Debtor has obligated itself again in accordance with Article 2797 of the *Civil Code of Quebec*. The Debtor shall not, without BDCC's written consent, subrogate a third party in the hypothec or BDCC's rights hereunder.
3. In each case provided in paragraph 1 of Article VIII, the Debtor shall be in default by the mere lapse of time, without the necessity of any notice or demand.
4. Any sum collected by BDCC in the exercise of its rights may be held by BDCC as mortgaged property or may be applied to the payment of the obligations secured hereunder, whether or not yet due. BDCC shall have discretion as to how any such collected sum shall be applied.
5. BDCC shall not be bound to exercise its rights resulting from these presents and shall not be responsible for the non-exercise of such rights. The Debtor shall use its best efforts to ensure that the debts forming part of the mortgaged property be regularly paid and BDCC shall have no obligation to inform the Debtor of any payment irregularity which it may know of.
6. The exercise by BDCC of any of its rights shall not preclude BDCC from exercising any other right; all the rights of BDCC are cumulative and not alternative. The failure of or forbearance by BDCC to exercise any of its rights arising from this agreement shall not constitute a renunciation to the later exercise of such right. BDCC may exercise its rights arising from this agreement without being required to exercise any right against the Debtor or against any other person liable for the payment of the obligations secured hereunder or to realize on any other security held for the payment of such obligations. No action or omission on the part of BDCC shall constitute or imply a renunciation of its rights to decide the Debtor is in default or to avail itself of its rights pursuant to such default, unless BDCC explicitly declares otherwise after the default has occurred.
7. BDCC shall only be required to exercise reasonable care in the exercise of its rights or the performance of its obligations hereunder and, in any event, shall only be liable for its intentional fault or gross negligence.
8. BDCC may delegate to another person the exercise of its rights or the performance of its obligations resulting from this agreement. In such a case, BDCC may provide that person with any information it may have concerning the Debtor or the mortgaged property.
9. The rights of BDCC hereunder shall also benefit any successor of BDCC, including any entity resulting from the amalgamation of BDCC with another entity.

10. Neither the signature of the present agreement, nor the registration of the rights created hereby shall constitute, nor be interpreted as an undertaking by BDCC to provide the Debtor with any financial assistance of any type whatsoever.
11. Any notice to the Debtor may be given at the address indicated above or any other address communicated in writing by the Debtor to BDCC.

X. INTERPRETATION

1. If the word "Debtor" designates more than one person, each such person shall be jointly and severally liable to BDCC for the performance of all the obligations provided in this agreement.
2. The rights and recourses of BDCC may be exercised against all the mortgaged property or separately against any portion thereof.
3. This agreement shall be governed and interpreted by the law in force in the Province of Quebec and the applicable federal laws. This agreement must also be interpreted as to ensure that the mortgaged property located in another jurisdiction be charged by a valid hypothec and/or security interest in accordance with the law in force in said jurisdiction.
4. The parties hereto have expressly agreed that this deed be executed in the English language. *Les parties aux présentes ont expressément convenu que le présent acte soit rédigé en anglais.*

WHEREOF the parties have signed on this 23rd day of March, 2017.

INDUSTRIES MIDWAY LTÉE / MIDWAY INDUSTRIES LTD.


Per: Craig Steven Bromberg

BDC CAPITAL INC.


Per: Kim Toffoli

SCHEDULE "A"

TO THE

**HYPOTHEC ON MOVABLE PROPERTY
FOR PRESENT AND FUTURE OBLIGATIONS**

BETWEEN

BDC CAPITAL INC.

AND

**INDUSTRIES MIDWAY LTÉE /
MIDWAY INDUSTRIES LTD.**

RESOLUTION AND PROXY OF BDCC

(SEE FOLLOWING PAGES)



COPIE CERTIFIÉE DE LA RÉOLUTION DE L'UNIQUE ACTIONNAIRE DE BDC CAPITAL INC. (la « Société ») ADOPTÉE LE 28 JUIN 2016

ATTENDU que l'unique actionnaire de la Société, la Banque de développement du Canada, a décidé, par déclaration écrite de l'unique actionnaire en vertu de l'article 146(2) de la Loi canadienne sur les sociétés par actions, de restreindre en totalité les pouvoirs des administrateurs de la Société et de les octroyer à l'unique actionnaire.

POUVOIR DE SIGNATURE – BDC CAPITAL DE CROISSANCE ET TRANSFERT D'ENTREPRISE

IL EST RÉSOLU:

1. Que deux signataires, un de chacun des groupes suivants :

Premier groupe	conjointement avec	Second groupe
<ul style="list-style-type: none"> Un directeur associé ou une personne occupant un poste de niveau supérieur du groupe Capital de croissance et transfert d'entreprise de BDC 		<ul style="list-style-type: none"> un directeur ou une personne occupant un poste de niveau supérieur du groupe Capital de croissance transfert d'entreprise un vice-président exécutif, BDC Capital un vice-président, Exploitation et stratégie, BDC Capital un vice-président, Investissement de croissance

soit autorisée par les présentes à signer, valider et remettre, pour le compte de BDC Capital, de façon générale et sans que l'énumération qui suit en restreigne la portée, toutes les ententes et tous les contrats qui ont trait aux activités de BDC Capital de croissance et transfert d'entreprise (collectivement, les « Instruments ») et qui, de l'avis de ces personnes désignées, pourraient s'avérer nécessaires pour les besoins de BDC Capital, y compris :

Les lettres d'offre de crédit ou les ententes de prêt ou d'investissement, les conventions de souscription, les conventions entre actionnaires, les conventions d'entièrement, les conventions d'achat et de vente de titres ou d'éléments d'actif, les actes d'aliénation ou d'acquisition, les baux, les actes de cession, les actes d'hypothèque et de charges grevant des biens personnels, meubles, réels ou immobiliers, y compris les créances, les revendications et les droits d'action de quelque nature que ce soit, les conventions de subrogation, de subordination et de priorité de rang, les mainlevées, les renoncations et les concessions de priorité, les procurations, les lettres de garantie, les billets à ordre, les lettres de change et les mandats de paiement,

avec pleins pouvoirs de substitution dans certains cas leur conférant le droit de désigner toute autre personne ou toutes autres personnes comme fondés de pouvoir légitimes de BDC Capital en vue de signer, de valider et de remettre tout Instrument précis.

2. Que deux signataires, un de chacun des groupes suivants :

Premier groupe	conjointement avec	Second groupe
<ul style="list-style-type: none"> Un analyste ou une personne occupant un poste de niveau supérieur du groupe Capital de croissance et transfert d'entreprise de BDC 		<ul style="list-style-type: none"> un directeur ou une personne occupant un poste de niveau supérieur du groupe Capital de croissance transfert d'entreprise un vice-président exécutif, BDC Capital un vice-président, Exploitation et stratégie, BDC Capital un vice-président, Investissement de croissance



soit autorisée par les présentes à signer, valider et remettre, pour le compte de BDC Capital, les ententes et les contrats qui suivent et qui ont trait aux activités de BDC Capital de croissance et transfert d'entreprise :

Les modifications aux lettres d'offre de crédit ou aux ententes de prêt ou d'investissement et les mandats donnés à des professionnels,

avec pleins pouvoirs de substitution dans certaines circonstances leur conférant le droit de désigner toute autre personne ou toutes autres personnes comme fondés de pouvoir légitimes de BDC Capital en vue de signer, de valider et de remettre tout document précité.

3. Que l'une ou l'autre des personnes suivantes :

Signataire autorisé
<ul style="list-style-type: none"> • un directeur général ou une personne occupant un poste de niveau supérieur du groupe Capital de croissance transfert d'entreprise • un avocat ou une personne occupant un poste de niveau supérieur aux Affaires juridiques de BDC


soit autorisée par les présentes à signer, valider et remettre, pour le compte de BDC Capital, les ententes et les contrats qui suivent et qui ont trait aux activités de BDC Capital de croissance et transfert d'entreprise :

Les libérations, les décharges et les quittances complètes et définitives,

avec pleins pouvoirs de substitution dans certaines circonstances leur conférant le droit de désigner toute autre personne ou toutes autres personnes comme fondés de pouvoir légitimes de BDC Capital en vue de signer, de valider et de remettre tout document précité.

Je, soussigné, Pierre Marquis, Secrétaire adjoint de la société, certifie que la présente est une copie exacte et complète de la résolution de l'unique actionnaire de la Société dûment adoptée le 28 juin 2016 et que cette résolution est présentement en vigueur. Je certifie de plus que Benoit Mignacco et Fanie Bradette ont été nommés respectivement aux postes de Directeur général, Capital de croissance et transfert d'entreprise et Directrice, Capital de croissance et transfert d'entreprise et qu'ils occupent présentement ces fonctions.

DATÉ : 2 décembre 2016


 Pierre Marquis
 Secrétaire adjoint

**INDUSTRIES MIDWAY LTÉE /
MIDWAY INDUSTRIES LTD.
(the "Corporation")**

RESOLUTION OF BORROWER

"Upon motion, duly proposed and seconded, it was unanimously resolved:

THAT the Corporation borrow from BDC Capital Inc. ("**BDCC**") the principal sum of six hundred thousand dollars (\$600,000.00), on the terms and at the interest rate set forth in the Letter of Offer of Financing issued by BDCC in favour of the Corporation on December 2, 2016, which was accepted on same day by the Corporation, as borrower, and Midway Industries America, Inc., 9189-6183 Québec Inc., 4379179 Canada Inc. and Craig Steven Bromberg, as guarantors, its schedules and all amendments thereto (collectively, the "**Letter of Offer**");

THAT to secure all obligations, present and future, direct or indirect, absolute or contingent, matured or not, whether incurred alone or with any other person, in whatever capacity, as borrower, investee, guarantor or otherwise, of the Corporation towards BDCC, including, without limitation, the payment of all amounts and the performance of all its obligations pursuant to the Letter of Offer, the Corporation enter into, execute and deliver in favour of BDCC:

- a Deed of Hypothec on Movable Property for Present and Future Obligations in the amount of six hundred thousand dollars (\$600,000.00), with interest at an annual rate of twenty-five percent (25%), plus an additional hypothec equal to twenty percent (20%) of the amount of the principal hypothec, on all of the Corporation's movable property, corporeal and incorporeal, present and future, of whatever nature and wherever situated, as well as the proceeds of any sale, lease or other disposition of said property, any debt resulting from such sale, lease or other disposition, as well as any property acquired to replace the mortgaged property, any insurance or expropriation proceeds payable in respect of the mortgaged property, the principal and income of the mortgaged property as well as any rights, accessories and intellectual property attached thereto, where said property includes shares or securities, all other shares and securities issued in replacement of these shares or securities, and all deeds, titles, documents, records, registers, invoices, and books of account evidencing the mortgaged property or relating thereto (the "**Universal Movable Hypothec**"); and
- a Deed of Hypothec on Movable Property for Present and Future Obligations in the amount of six hundred thousand dollars (\$600,000.00), with interest at an annual rate of twenty-five percent (25%), plus an additional hypothec equal to twenty percent (20%) of the amount of the principal hypothec, on the benefits payable under the insurance policy on the life of Craig Steven Bromberg that shall be taken by the Corporation to secure all its obligations toward BDCC, present and future, direct or indirect, absolute or contingent, matured or not, whether incurred alone or with any other person, in whatever capacity, as borrower, investee, guarantor or otherwise (the "**Hypothec on Life Insurance**").

THAT the Corporation intervene to a Postponement and Subordination Agreement in respect of a loan in the amount of one million three hundred thousand dollars (\$1,300,000.00) by 9189-6183 Québec Inc. in favour of the Corporation ("**Postponement 01**");

THAT the Corporation intervene to a Postponement and Subordination Agreement in respect of a loan in the amount of five hundred ten thousand dollars (\$510,000.00) by 4379179 Canada Inc. in favour of the Corporation ("**Postponement 02**");

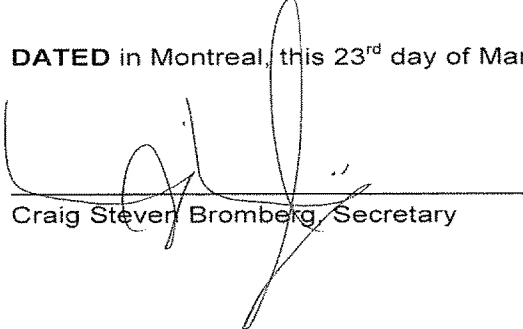
THAT the Letter of Offer and the draft Universal Movable Hypothec, Hypothec on Life Insurance, Postponement 01 and Postponement 02 (collectively, the "**Documents**") submitted to this meeting be and are hereby approved;

THAT the execution of the Letter of Offer by Craig Steven Bromberg on behalf of the Corporation be and is hereby ratified and confirmed;

THAT Craig Steven Bromberg, Director and President of the Corporation, be authorized to sign, for and on behalf of the Corporation, the Documents with the same form and content as the drafts submitted to the Directors, as well as any other appropriate document necessary to give effect to this resolution and to the Documents, Craig Steven Bromberg being duly authorized and empowered to negotiate and/or amend the terms and conditions of same."

The undersigned, Secretary of **Industries Midway Ltée / Midway Industries Ltd.**, hereby certifies that the foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of the Corporation at a meeting thereof duly called and held on the 23rd day of March, 2017, and that said Resolution is now in full force and effect, un-amended.

DATED in Montreal, this 23rd day of March, 2017.



Craig Steven Bromberg, Secretary

SCHEDULE "C"

TO THE

**HYPOTHEC ON MOVABLE PROPERTY
FOR PRESENT AND FUTURE OBLIGATIONS**

BETWEEN

BDC CAPITAL INC.

AND

**INDUSTRIES MIDWAY LTÉE /
MIDWAY INDUSTRIES LTD.**

LETTER OF OFFER

TRADEMARK

REEL: 006024 FRAME: 0848

SCHEDULE "D"

TO THE

HYPOTHEC ON MOVABLE PROPERTY
FOR PRESENT AND FUTURE OBLIGATIONS

BETWEEN

BDC CAPITAL INC.

AND

INDUSTRIES MIDWAY LTÉE /
MIDWAY INDUSTRIES LTD.

INTELLECTUAL PROPERTY

TRADEMARK

REEL: 006024 FRAME: 0849

SCHEDULE "D"
INTELLECTUAL PROPERTY

1. Canadian Intellectual Property Office ("CIPO")

Trademarks – Trademarks Application

- a) "IGRA & DESIGN" trademark registered at CIPO on June 5, 1987 under number TMA328492;
- b) "PEDIGREE" trademark registered at CIPO on September 28, 1956 under number TMA104477;
- c) "HEAD HUGGER" trademark registered at CIPO on June 30, 1995 under number TMA444745;
- d) "ZERO DEGREE" trademark registered at CIPO on June 12, 1987 under number TMA328733;
- e) "MUNDI & DESIGN" trademark registered at CIPO on February 12, 1993 under number TMA408160;
- f) "AUTO-FIT" trademark registered at CIPO on January 27, 2000 under number TMA522422;
- g) "PEDIGREE ELITE" trademark registered at CIPO on May 14, 1982 under number TMA269070;
- h) "SUPERFLEX" trademark registered at CIPO on July 9, 2003 under number TMA584888;
- i) "AERO SPORT" trademark registered at CIPO on January 8, 2002 under number TMA556079;
- j) "MUNDI" trademark registered at CIPO on August 29, 1980 under number TMA249977;
- k) "FITS" trademark registered at CIPO on October 3, 2000 under number TMA534003;
- l) "COSY & DRY & DESIGN" trademark registered at CIPO on February 5, 1988 under number TMA336766;
- m) "ZERO DEGREE" trademark registered at CIPO on December 12, 2007 under number TMA702957;
- n) "THE FASHION FACTORY" trademark registered at CIPO on June 11, 2004 under number TMA612656;
- o) "DYNASTIK" trademark registered at CIPO on December 2, 1988 under number TMA348635;
- p) "FITS" trademark registered at CIPO on September 23, 1999 under number TMA516874;
- q) "HOT HEADS" trademark registered at CIPO on October 11, 2005 under number TMA650084;

- r) "THERMO CHAUD" trademark registered at CIPO on August 3, 1990 under number TMA371407;
- s) "PEDIGREE & DESIGN" trademark registered at CIPO on June 29, 1962 under number TMA127033;
- t) "ISOLOFT" trademark registered at CIPO on March 9, 2016 under number TMA931062;
- u) "IGRA & DESIGN" trademark registered at CIPO on May 7, 1982 under number TMA268706;
- v) "IGRA" trademark registered at CIPO on September 28, 2011 under number TMA807803;
- w) "FIBRE LITE" trademark registered at CIPO on April 6, 2004 under number TMA607131;
- x) "RECKLESS" trademark registered at CIPO on February 24, 2010 under number TMA760091;
- y) "RECKLESS" trademark registered at CIPO on May 5, 1998 under number TMA493899;

Patents – Patents Application

- a) "SIZED HEAD GEAR" (English version) and "COUVRE-CHEF A PLUSIEURS TAILLES" (French version) patent filed on April 21, 1999 and issued on November 25, 2003 under number CA2269369.

2. United States Patent and Trademark Office ("USPTO")

Trademarks – Trademarks Application

- a) "ISOLOFT" trademark registered at the USPTO on August 2, 2016 under number 5010563;
- b) "IGRA" trademark registered at the USPTO on January 29, 2013 under number 4281350;

Patents / Patents Application

n/a

K A U F M A N
L A R A M É E

2

RECEIVING PARTY

Ms. Fanie Bradette
BDC CAPITAL INC.
5 Place Ville-Marie
Suite 500
Montreal, Quebec, H3B 5E7

DEBTOR / REGISTERED OWNER OF PATENTS

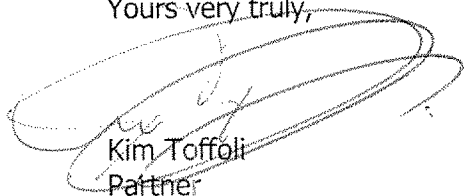
Craig Steven Bromberg
**Industries Midway Ltée /
Midway Industries Ltd.**
8270 Pie-IX Blvd.
Montreal, Quebec, H1Z 3T6

In accordance with the Federal Rules of Practice 37 C.F.R. 1.21 (h) and 3.41, we enclose herewith a PTO-1594 Form for recordation and would hereby request that the Security Agreement be recorded against the aforementioned Trademarks and/or Trademarks Applications and confirmation of same be returned to the undersigned.

Please find enclosed herewith a PTO2038 Form for payment of the fees required for the registration of the aforementioned Security Agreement.

We trust you will find the whole in order and would ask you to communicate with the undersigned should you have any questions or require further documentation with respect to the above and the enclosed.

Yours very truly,



Kim Toffoli
Partner

ktoffoli@klcanada.com
1-514-871-5313
Encl.
cc. Fanie Bradette

K A U F M A N
L A R A M É E
ATTORNEYS

Montreal, March 30, 2017

BY FACSIMILE

UNITED STATES PATENT AND TRADEMARK OFFICE

Mail Stop Assignment Recordation Services
Director of the USPTO
P.O. Box 1450
Alexandria VA, 22313-1450

Subject: Hypothec on Movable Property for Present and Future
Obligations (Lien) granted by Industries Midway
Ltée / Midway Industries Ltd. ("**Conveying Party**") in
favour of BDC Capital Inc. ("**Receiving Party**")
Our File: 12529-60

Madam:
Sir:

Please find enclosed herewith a copy of an agreement entitled "Hypothec on Movable Property for Present and Future Obligations" executed by the Conveying Party in favour of the Receiving Party on March 23, 2017 (the "**Security Agreement**"). Under the terms of the enclosed Security Agreement, the Conveying Party granted a hypothec (lien) in favour of the Receiving Party on all of its Trademarks and on all the Trademarks Applications duly registered with the United States Patent and Trademark Office under the names and registration numbers described hereinafter (the "**Trademarks**"):

Name	Trademark Registration Number/ Application Number
ISOLOFT	5010563
IGRA	4281350

KAUFMAN LARAMÉE LLP
800 RENE-LEVESQUE BLVD. WEST, SUITE 2220
MONTREAL, QUEBEC H3B 1X9
TEL 1 514 975-7550 FAX 1 514 975-7147
KLCANADA.COM

RECORDED: 04/03/2017

TRADEMARK
REEL: 006024 FRAME: 0853