

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433488

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	AMALGAMATION		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TASTE MY CITY INC.		03/15/2013	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANDIA GROUP INC.		
<b>Street Address:</b>	36 Northline Road		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M4B 3E2		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3899096	DROME	
<b>Registration Number:</b>	4630510	DEALICIOUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9497609502		
<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>	(949) 760-0404		
<b>Email:</b>	efiling@knobbe.com		
<b>Correspondent Name:</b>	JEFFREY L. VAN HOOSEAR		
<b>Address Line 1:</b>	2040 MAIN STREET 14TH FLOOR		
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614		
<b>NAME OF SUBMITTER:</b>	Jeffrey Van Hoosear		
<b>SIGNATURE:</b>	/JVH/		
<b>DATE SIGNED:</b>	06/30/2017		
<b>Total Attachments: 18</b>			
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For Ministry Use Only  
 À l'usage exclusif du ministère  
 Ministère de  
 Ontario  
 Government Services

Ministère des  
 Services gouvernementaux

Ontario Corporation Number  
 Numéro de la société en Ontario

1893664

**CERTIFICATE**  
 This is to certify that these articles  
 are effective on

**CERTIFICAT**  
 Ceci certifie que les présents statuts  
 sont en vigueur le

**APRIL 01 AVRIL 2013**

*[Signature]*  
 Director / Directeur

Business Corporations Act / Loi sur les sociétés par actions

Form 4  
 Business  
 Corporations  
 Act

Formule 4  
 Loi sur les  
 sociétés par  
 actions

**ARTICLES OF AMALGAMATION  
 STATUTS DE FUSION**

1. The name of the amalgamated corporation is: (Set out in BLOCK CAPITAL LETTERS)  
 Dénomination sociale de la société issue de la fusion: (Écrire en LETTRES MAJUSCULES SEULEMENT)

C A N D I A G R O U P I N C

2. The address of the registered office is:  
 Adresse du siège social:

36 Northline Road, Suite 200

Street & Number or P.R. Number & if Multi-Office Building give Room No. /  
 Rue et numéro ou numéro de la P.R. et, s'il s'agit d'un édifice à bureaux, numéro du bureau

Toronto

ONTARIO

M 4 B 3 E 2

Name of Municipality or Post Office /  
 Nom de la municipalité ou du bureau de poste

Postal Code/Code postal

3. Number of directors is: Fixed number OR minimum and maximum  
 Nombre d'administrateurs Nombre fixe OU minimum et maximum 1 10

4. The director(s) is/are: / Administrateur(s)

First name, middle names and surname Prénom, autres prénoms et nom de famille	Address for service, giving Street & No. or P.R. No., Municipality, Province, Country and Postal Code Domicile élu, y compris la rue et le numéro ou le numéro de la P.R., le nom de la municipalité, la province, le pays et le code postal	Resident Canadian State "Yes" or "No" Résident canadien Oui/Non
Efstratios Papachristopoulos	36 Northline Road, Suite 200 Toronto, ON M4B 3E2	Yes
Panteleymon Damoulianos	36 Northline Road, Suite 200 Toronto, ON M4B 3E2	Yes

5. Method of amalgamation, check A or B  
 Méthode choisie pour la fusion – Cocher A ou B :

**A - Amalgamation Agreement / Convention de fusion :**



The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below.  
 Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

or  
 ou

**B - Amalgamation of a holding corporation and one or more of its subsidiaries or amalgamation of subsidiaries / Fusion d'une société mère avec une ou plusieurs de ses filiales ou fusion de filiales :**

The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below.  
 Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

The articles of amalgamation in substance contain the provisions of the articles of incorporation of and are more particularly set out in these articles.  
 Les statuts de fusion reprennent essentiellement les dispositions des statuts constitutifs de et sont énoncés textuellement aux présents statuts.

Names of amalgamating corporations Dénomination sociale des sociétés qui fusionnent	Ontario Corporation Number Numéro de la société en Ontario	Date of Adoption/Approval Date d'adoption ou d'approbation		
		Year année	Month mois	Day jour
DINE.TO HOSPITALITY MARKETING CONSULTANTS INC.	3007377	2013	03	15
DEALICIOUS.CA INC.	1832042	2013	03	15
QDG.CA INC.	1833768	2013	03	15
TASTE MY CITY INC.	1764372	2013	03	15

- 6 Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.  
Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société

None.

7. The classes and any maximum number of shares that the corporation is authorized to issue:  
Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre .

The Corporation is authorized to issue an unlimited number of Class A Common shares, Class B Common shares, Class C Common shares, Class D Common shares, Class B Preference shares, Class C Preference shares and 10,000 Class A Preference shares.

8 Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:

Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

The Class A Common shares, Class B Common shares, Class C Common shares, Class D Common shares, Class A Preference shares, Class B Preference shares and Class C Preference shares shall have the following rights, privileges, restrictions and conditions:

(a) **Definitions.**

- (1) *Act* means the *Business Corporations Act* (Ontario) as amended or re-enacted from time to time.
- (2) *Common Shares* means collectively the Class A Common shares, Class B Common shares, Class C Common shares and Class D Common shares of the Corporation.
- (3) *Directors* means the directors of the Corporation.
- (4) *Effective Time* means as of the close of business on March 29, 2013.
- (5) *Liquidation Amount* means with respect to a:
  - (i) Class C Common share, an amount equal to the aggregate amount in the stated capital account maintained by the Corporation for the Class C Common shares, divided by the number of Class C Common shares then outstanding; and
  - (ii) Class D Common share, an amount equal to the aggregate amount in the stated capital account maintained by the Corporation for the Class D Common shares, divided by the number of Class D Common shares then outstanding.
- (6) *Predecessor Corporations* means collectively Dine.To Hospitality Marketing Consultants Inc., Dealicious.ca Inc., QDG.ca Inc. and Taste My City Inc.
- (7) *Redeemable Shares* means collectively the Class A Preference shares, Class B Preference shares and Class C Preference shares of the Corporation.

(8) **Redemption Amount** means with respect to a:

- (i) Class A Preference share, an amount, subject to adjustment provided below, equal to the aggregate fair market value, determined as of the Effective Time, of all of the issued and outstanding shares of the Predecessor Corporations immediately before the director appointed under the Act has certified these articles of amalgamation (collectively, the "Predecessor Shares"), divided by 10,000.

**Price Adjustment.** The fair market value of the Predecessor Shares shall be determined by the Directors as at the Effective Time. In the event that the Directors subsequently determine or the Canada Revenue Agency or any other competent authority makes a determination (to which the Directors acquiesce or from which there is no further right to object or appeal) that the fair market value of the Predecessor Shares as at the Effective Time is an amount other than the amount determined by the Directors, then the fair market value of the Predecessor Shares for the purposes of determining the Redemption Amount of a Class A Preference share shall be such other amount.

- (ii) Class B Preference share, an amount equal to the aggregate fair market value of the property ("**Property**") transferred to the Corporation as consideration for the issuance of Class B Preference shares, less the aggregate amount of any liabilities assumed by the Corporation on the transfer of the Property and less the fair market value of any non-share consideration given by the Corporation on the transfer of the Property, divided by the number of Class B Preference shares issued as consideration for such Property. The fair market value of the Property shall be determined by the Directors at the time of transfer of the Property to the Corporation ("**Initial Amount**"), provided that the Directors may in accordance with the terms of any agreement between the Corporation and the holders of Class B Preference shares amend from time to time their determination of the Initial Amount after the time of the issuance of such shares ("**Revised Amount**"). In the event that the fair market value of the Property is an amount other than the Initial Amount, then the fair market value of the Property for purposes of determining the Redemption Amount of a Class B Preference share shall be the Revised Amount. In addition, any return of stated capital in respect of the Class B Preference shares after their date of issuance shall reduce the Redemption Amount by an equivalent amount on a per share basis. Provided that Class B Preference shares shall only be

issued in respect of a transaction if no other Class B Preference shares of the Corporation are, at the time, outstanding;

- (iii) Class C Preference share, \$1.00 per share less the amount of any stated capital returned in respect of such Class C Preference share.

(9) **Redemption Price** means with respect to a:

- (i) Class A Preference share or Class B Preference share, the respective Redemption Amount of such share together with any dividends declared thereon and unpaid; and
- (ii) Class C Preference share, the Redemption Amount.

(b) **Voting Rights.**

(1) *Class A Common Shares, Class B Common Shares, Class A Preference Shares and Class B Preference Shares.* The holders of the Class A Common shares, Class B Common shares, Class A Preference shares and Class B Preference shares shall be entitled to receive notice of, and to attend and vote at all meetings of the shareholders of the Corporation, except for meetings at which only holders of shares of a different class are entitled to vote separately as a class, and each such Class A Common share, Class B Common share, Class A Preference share and Class B Preference share, as the case may be, shall confer on the holder thereof the right to one (1) vote in person or by proxy at all meetings of shareholders of the Corporation.

(2) *Class C Preference Shares.* The holders of the Class C Preference shares shall be entitled to receive notice of, and to attend and vote at all meetings of the shareholders of the Corporation, except for meetings at which only holders of shares of a different class are entitled to vote separately as a class, and each such Class C Preference share shall confer on the holder thereof the right to one hundred (100) votes in person or by proxy at all meetings of shareholders of the Corporation.

(3) *Class C Common Shares and Class D Common Shares.* Except as otherwise provided by the Act, the holders of the Class C Common shares and Class D Common shares shall not be entitled to receive notice of or to attend any meeting of shareholders of the Corporation and shall not be entitled to vote at any such meeting.

(c) **Dividends.**

(1) *Common Shares.* Subject to the provisions of the Act, the Directors may at any time declare dividends on the Class A Common shares, Class B Common shares, Class C Common shares and Class D Common shares or on any class of shares wholly to the exclusion of the other classes of shares, in



the same amounts or in differing amounts among classes, as they may deem advisable ("**Common Dividends**").

(2) *Class A Preference Shares and Class B Preference Shares.* Subject to the provisions of the Act, the Directors may at any time in their discretion declare, out of the moneys of the Corporation properly applicable to the payment of dividends, non-cumulative dividends on the Class A Preference shares or Class B Preference shares, or on either class of shares wholly to the exclusion of the other class of shares, at a rate per share per annum to be fixed by the Directors from time to time, provided that such rate shall not exceed 10% of the Redemption Amount of such Class A Preference share or Class B Preference share, as the case may be, in any financial year of the Corporation (collectively, the "**Preference Dividends**"). The Directors shall be entitled from time to time to declare a part of the Preference Dividends in any financial year notwithstanding that the Preference Dividends for such financial year shall not be declared in full. If within three (3) months after the expiration of any financial year of the Corporation the Directors in their discretion shall not have declared the Preference Dividends or any part thereof, then the rights of the holders of Class A Preference shares or Class B Preference shares to the Preference Dividends or to any undeclared part thereof for such financial year shall be forever extinguished.

(3) *Class C Preference Shares.* The holders of the Class C Preference shares shall not be entitled to receive any dividends from the Corporation.

For greater certainty, the Directors may, in their discretion, declare the Common Dividends or Preference Dividends at any time as they may determine without preference or priority of any one class of shares over another.

(d) **Redemption by the Corporation.** Subject to the provisions of the Act, the Corporation may redeem the whole or any part of the Redeemable Shares on payment for each share to be redeemed of the Redemption Price and no more. Provided, however, that not less than 14 days' written notice of such redemption be given to the registered holders of the Redeemable Shares to be redeemed specifying a date and place or places of redemption, unless the holders of the Redeemable Shares to be redeemed waive any notice required to be given under this paragraph, which waiver, whether given before or after the redemption, will cure any default in giving such notice and if notice of any redemption be given by the Corporation and an amount sufficient to redeem the Redeemable Shares be deposited with any trust company or a chartered bank of Canada as specified in any notice given on or before the date fixed for redemption, the holders will have no rights against the Corporation in respect of such shares except upon the surrender of certificates for such Redeemable Shares to receive payment for them out of the moneys so deposited. If not all of the outstanding Redeemable Shares are to be redeemed, the Redeemable Shares to be redeemed may be selected in such manner as the Directors determine and need not be selected either in proportion to the number of Redeemable Shares

registered in the name of each holder or from every or any particular holder of Redeemable Shares.

(e) **Redemption by the Shareholder.** Subject to the provisions of the Act, the Corporation will, upon receiving notice from a holder of Redeemable Shares, redeem the number of Redeemable Shares registered in the name of the holder which are specified in the notice by paying to such holder for each Redeemable Share to be redeemed the Redemption Price and no more. Provided, however, that not less than 21 days' written notice of such redemption must be given to the Corporation by the holder seeking to have the Redeemable Shares redeemed, such notice to be delivered by mailing to the registered office of the Corporation a notice specifying the number of Redeemable Shares to be redeemed and surrendering the necessary number of share certificates for cancellation unless the Corporation waives any notice required to be given under this paragraph which waiver, whether given before or after the redemption, cures any default in giving such notice. Notwithstanding anything in these Articles to the contrary, any redemption of Redeemable Shares by the Corporation upon receipt of a retraction notice from any holder of Redeemable Shares need not be made on a pro rata basis among every holder of Redeemable Shares.

(f) **Return of Capital.**

(1) *Class A Preference Shares and Class B Preference Shares.* In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of the property or assets of the Corporation among its shareholders for the purpose of winding-up its affairs, whether voluntarily or involuntarily, the holders of the Class A Preference shares and Class B Preference shares (in this paragraph collectively referred to as the "Preference Shares") shall be entitled, equally share for share without preference or priority of one class of shares over the other, to receive out of the property and assets of the Corporation, before any amount shall be paid or any property or assets of the Corporation distributed to the holders of the Class C Preference shares or Common shares, an amount equal to the Redemption Price of each Preference Share held by them. Provided that if there is not sufficient property and assets of the Corporation to satisfy all such amounts, each holder of Preference Shares shall be entitled to receive an amount, in respect of any such Preference Share, equal to the proportion of the Redemption Amount of such Preference Share which the aggregate amount available for distribution to the holders of the Preference Shares is of the aggregate Redemption Amounts of all Preference Shares then outstanding. After payment to the holders of the Preference Shares of the foregoing amounts, the holders of the Preference Shares shall not be entitled to receive or share in any further distribution of the property or assets of the Corporation.

(2) *Class C Preference Shares.* After payment to the holders of the Class A Preference shares and Class B Preference shares of the amounts provided

above, the holders of the Class C Preference shares shall be entitled to receive out of the property and assets of the Corporation, before any amount shall be paid or any property or assets of the Corporation distributed to the holders of the Common Shares, an amount equal to the Redemption Price of each Class C Preference share held by them and no more.

(3) *Class C Common Shares and Class D Common Shares.* After payment to the holders of the Redeemable Shares of the amounts provided above, the holders of the Class C Common shares and Class D Common shares shall be entitled, equally share for share without preference or priority of one class of shares over the other, to receive out of the property and assets of the Corporation, before any amount shall be paid or any property or assets of the Corporation distributed to the holders of the Class A Common shares and Class B Common shares, an amount equal to the Liquidation Amount of each Class C Common share or Class D Common share, as the case may be, held by them and no more.

(4) *Class A Common Shares and Class B Common Shares.* After payment to the holders of the Redeemable Shares, Class C Common shares and Class D Common shares of the amounts provided above, all remaining property and assets of the Corporation shall be distributed equally share for share, without preference or distinction, to the holders of the Class A Common shares and Class B Common shares.

(g) **Restriction on Dividends, Purchase or Redemption.** Notwithstanding any other provision hereof but subject to the provisions of the Act, the Corporation shall not, without the prior written consent of all of the holders of the Remaining Shares, as defined below, pay any dividend, purchase, redeem or otherwise acquire or cancel, or return stated capital in respect of any outstanding shares of the Corporation if the payment of such dividend or the completion of such purchase, redemption, acquisition or cancellation or return of stated capital would cause the realizable value of the Corporation's assets to be less than the aggregate of:

- (i) its liabilities;
- (ii) the stated capital of the Remaining Shares; and
- (iii) the amount by which the aggregate Redemption Price of the Remaining Shares exceeds the stated capital attributable to the Remaining Shares.

In this paragraph (g) "**Remaining Shares**" means the Class A Preference shares and Class B Preference shares of the Corporation that would be issued and outstanding immediately after the payment of the dividend or the completion of the purchase, redemption, acquisition, cancellation or return of stated capital giving rise to the application of this paragraph (g).

- 9 The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:  
L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :

The right to transfer shares of the Corporation shall be restricted in that no shares of the Corporation shall be transferred without either:

- (a) the consent of the directors of the Corporation, expressed by a resolution passed by the directors or by an instrument or instruments in writing signed by a majority of the directors, which consent may be given either prior or subsequent to the time of transfer of such shares; or
- (b) the consent of the holder or holders of shares of the Corporation to which are attached at least a majority of the votes attaching to all shares of the Corporation for the time being outstanding carrying a voting right either under all circumstances or under some circumstances that have occurred and are continuing, expressed by a resolution passed by such holder or holders or by an instrument or instruments in writing signed by such holder or holders, which consent may be given either prior or subsequent to the time of transfer of such shares.

- 10 Other provisions, (if any)  
Autres dispositions, s'il y a lieu

None.

11 The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".  
Les déclarations exigées aux termes du paragraphe 178(2) de la *Loi sur les sociétés par actions* constituent l'annexe A.

12 A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".  
Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.

These articles are signed in duplicate.  
Les présents statuts sont signés en double exemplaire.

Name and original signature of a director or authorized signing officer of each of the amalgamating corporations. Include the name of each corporation, the signatories name and description of office (e.g. president, secretary). Only a director or authorized signing officer can sign on behalf of the corporation. / Nom et signature originale d'un administrateur ou d'un signataire autorisé de chaque société qui fusionne. Indiquer la dénomination sociale de chaque société, le nom du signataire et sa fonction (p. ex. : président, secrétaire). Seul un administrateur ou un dirigeant habilité peut signer au nom de la société.

**DINE TO HOSPITALITY MARKETING CONSULTANTS INC.**

Names of Corporations / Dénomination sociale des sociétés

By / Par



Signature / Signature

Efstratios Papachristopoulos

Print name of signatory /  
Nom du signataire en lettres moulées

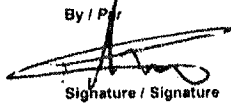
President

Description of Office / Fonction

**DEALICIOUS.CA INC.**

Names of Corporations / Dénomination sociale des sociétés

By / Par



Signature / Signature

Efstratios Papachristopoulos

Print name of signatory /  
Nom du signataire en lettres moulées

President

Description of Office / Fonction

**QDG.CA INC.**

Names of Corporations / Dénomination sociale des sociétés

By / Par



Signature / Signature

Efstratios Papachristopoulos

Print name of signatory /  
Nom du signataire en lettres moulées

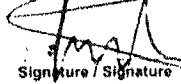
Vice-President

Description of Office / Fonction

**TASTE MY CITY INC.**

Names of Corporations / Dénomination sociale des sociétés

By / Par



Signature / Signature

Efstratios Papachristopoulos

Print name of signatory /  
Nom du signataire en lettres moulées

Vice-President

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /  
Nom du signataire en lettres moulées

Description of Office / Fonction

**SCHEDULE A**

**TO THE ARTICLES OF AMALGAMATION  
OF CANDIA GROUP INC.**

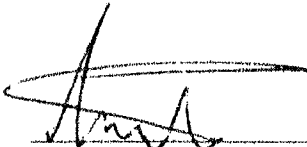
**STATEMENT OF DIRECTOR  
PURSUANT TO SUBSECTION 178(2) OF THE  
BUSINESS CORPORATIONS ACT (ONTARIO)**

RE: Amalgamation of Dine.To Hospitality Marketing Consultants Inc.,  
Dealicious.ca Inc., QDG.ca Inc. and Taste My City Inc.  
(collectively the "Amalgamating Corporations")

I, EFSTRATIOS PAPACHRISTOPOULOS, state as follows:

1. I am a director and officer of each of the Amalgamating Corporations and as such have personal knowledge of their affairs.
2. There are reasonable grounds for believing that:
  - (a) each of the Amalgamating Corporations is and the corporation to be formed by their amalgamation (the "Amalgamated Corporation") will be able to pay its liabilities as they become due; and
  - (b) the realizable value of the Amalgamated Corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes of shares.
3. There are reasonable grounds for believing that no creditor will be prejudiced by the amalgamation.

DATED March 26, 2013.



\_\_\_\_\_  
Efstratios Papachristopoulos

**SCHEDULE B**

**AMALGAMATION AGREEMENT**

This Amalgamation Agreement is made as of March 15, 2013.

AMONG:

**DINE.TO HOSPITALITY MARKETING  
CONSULTANTS INC.**, a corporation formed  
under the laws of the Province of Ontario

("Dine")

AND:

**DEALICIOUS.CA INC.**, a corporation  
formed under the laws of the Province of Ontario

("Dealicious")

AND:

**QDG.CA INC.**, a corporation formed  
under the laws of the Province of Ontario

("QDG")

AND:

**TASTE MY CITY INC.**, a corporation formed  
under the laws of the Province of Ontario

("Taste")

RECITALS:

A. Dine was incorporated under the *Canada Business Corporations Act* by Articles of Incorporation dated March 28, 2004 and continued under the Act by Articles of Continuance effective June 1, 2009. The authorized share capital of Dine consists of an unlimited number of common shares of which 6 common shares are issued and outstanding as fully paid and non-assessable.

B. Dealicious was incorporated under the Act by Articles of Incorporation effective September 27, 2010. The authorized share capital of Dealicious consists of an unlimited number of Class A common shares, Class B common shares, Class C common shares, Class D common shares, Class E common shares, Class F common shares, Class A Special shares, Class B Special shares, Class C Special shares, Class D Special shares, Class E Special shares and Class F Special shares, of which 100 Class A common shares are issued and outstanding as fully paid and non-assessable.

C. QDG was incorporated under the Act by Articles of Incorporation effective September 16, 2010. The authorized share capital of QDG consists of an unlimited number of Class A Common shares, Class B Common shares, Class C Common shares, Class D Common shares and Class E Common shares of which 100 Class A Common shares are issued and outstanding as fully paid and non-assessable.

D. Taste was incorporated under the Act by Articles of Incorporation effective March 27, 2008. The authorized share capital of Taste consists of an unlimited number of Class A Common shares, Class B Common shares, Class C Common shares, Class D Common shares, Class E Common shares, Class F Common shares, Class A Special shares, Class B Special shares, Class C Special shares, Class D Special shares, Class E Special shares and Class F Special shares of which 100 Class A Common shares are issued and outstanding as fully paid and non-assessable.

E. The Amalgamating Corporations have each made full disclosure to one another of all their respective assets and liabilities.

F. The Amalgamating Corporations have agreed to amalgamate in accordance with the Act on the terms and conditions set forth in this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT:**

**DEFINITIONS**

1. In this Agreement the following terms shall have the following meanings:
  - (a) "**Act**" means the *Business Corporations Act* (Ontario) as amended or re-enacted from time to time and includes the regulations made pursuant thereto.
  - (b) "**Amalgamation Agreement**" or "**Agreement**" means this amalgamation agreement.
  - (c) "**Amalgamating Corporations**" means collectively Dine, Dealicious, QDG and Taste, the parties hereto.
  - (d) "**Certificate of Amalgamation**" means the certificate of amalgamation issued pursuant to the Act in respect of the amalgamation herein provided for.
  - (e) "**Corporation**" means the corporation that continues as a result of the amalgamation of the Amalgamating Corporations herein provided for.

**AMALGAMATION**

2. The Amalgamating Corporations agree to amalgamate effective as of April 1, 2013 in accordance with the provisions of the Act and to continue as one corporation on the terms and conditions hereinafter set out.



**NAME**

3. The name of the Corporation shall be CANDIA GROUP INC.

**REGISTERED OFFICE**

4. The registered office of the Corporation shall be located in the City of Toronto, in the Province of Ontario and the municipal address shall be 36 Northline Road, Suite 200, Toronto, Ontario M4B 3E2 until changed in accordance with the Act.

**BOARD OF DIRECTORS**

5. The board of directors of the Corporation shall consist of a minimum of one director and a maximum of ten directors and shall be fixed at two directors, until changed in accordance with the Act.
6. The first directors of the Corporation shall be the individuals whose name, address for service and resident Canadian status is set out below:

<i>Name</i>	<i>Address for Service</i>	<i>Resident Canadian</i>
Efstratios Papachristopoulos	36 Northline Road Suite 200 Toronto, ON M4B 3E2	Yes
Panteleymon Damoulianos	36 Northline Road Suite 200 Toronto, ON M4B 3E2	Yes

The first directors shall hold office until the first annual meeting of the Corporation or until their respective successor is elected or appointed in accordance with the provisions of the Act. The subsequent director or directors shall be elected each year thereafter at either an annual meeting or a special meeting of the shareholders. The directors shall manage or supervise the management of the business and affairs of the Corporation, subject to the provisions of the Act.

**RESTRICTIONS ON BUSINESS AND POWERS**

7. There are no restrictions on the business the Corporation may carry on or on the powers the Corporation may exercise.

**AUTHORIZED SHARE CAPITAL**

8. The share capital of the Corporation shall consist of an unlimited number of Class A Common shares, Class B Common shares, Class C Common shares, Class D Common shares, Class B Preference shares, Class C Preference shares and 10,000 Class A Preference shares.

9. The rights, privileges, restrictions and conditions attaching to each class of shares of the Corporation are set out in Exhibit A to this Agreement.

**CONVERSION AND/OR CANCELLATION OF SHARES OF THE AMALGAMATING CORPORATIONS AND STATED CAPITAL**

10. Upon the amalgamation becoming effective, the authorized and issued shares of the Amalgamating Corporations shall be cancelled and/or converted into issued and fully paid shares of the Corporation as follows:
- (a) the 6 common shares of Dine, 100 Class A common shares of Dealicious, 100 Class A Common shares of QDG and the 100 Class A Common shares of Taste, all of which are at the date hereof and will be immediately before the amalgamation becomes effective, issued and outstanding as fully paid and non-assessable, shall be converted into 10,000 Class A Common shares of the Corporation on the basis of 32.68 (rounded for purposes of this Agreement from 32.679738562) Class A Common shares for each issued and outstanding share of the Amalgamating Corporations; and
  - (b) all shares in the capital of the Amalgamating Corporations authorized and unissued prior to the amalgamation shall be cancelled.
11. The foregoing conversion of shares will result in there being 10,000 Class A Common shares of the Corporation issued and outstanding upon the amalgamation contemplated by this Agreement and such shares shall be deemed to have been issued as fully paid and non-assessable and the Corporation shall be deemed to have received full consideration for the issue thereof.
12. After the filing of Articles of Amalgamation in respect of this Agreement and the endorsement of the Certificate of Amalgamation in respect thereof, the shareholders of the Amalgamating Corporations upon surrendering for cancellation certificates representing the issued shares of the Amalgamating Corporations shall be entitled to receive certificates representing shares of the Corporation on the basis aforesaid.
13. The balance in the stated capital account maintained for the Class A Common shares of the Corporation immediately after such amalgamation becomes effective shall be equal to the aggregate amounts in the stated capital accounts, immediately before the amalgamation becomes effective, maintained by:
- (a) Dine for the common shares; and
  - (b) Dealicious, QDG and Taste for the Class A Common shares.

**BY-LAWS**

14. The by-laws of the Corporation will not be those of any of the Amalgamating Corporations. A copy of the proposed by-laws may be examined during usual business

hours at Suite 3300, 181 Bay Street, Bay Wellington Tower, Brookfield Place, Toronto, Ontario M5J 2T3.

**RESTRICTIONS ON TRANSFER OF SHARES**

15. The right to transfer shares of the Corporation shall be restricted in that no shares of the Corporation shall be transferred without either:
  - (a) the consent of the directors of the Corporation, expressed by a resolution passed by the directors or by an instrument or instruments in writing signed by a majority of the directors, which consent may be given either prior or subsequent to the time of transfer of such shares; or
  - (b) the consent of the holder or holders of shares of the Corporation to which are attached at least a majority of the votes attaching to all shares of the Corporation for the time being outstanding carrying a voting right either under all circumstances or under some circumstances that have occurred and are continuing, expressed by a resolution passed by such holder or holders or by an instrument or instruments in writing signed by such holder or holders, which consent may be given either prior or subsequent to the time of transfer of such shares.


**GENERAL**

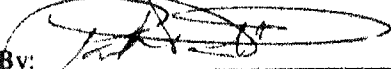
16. All liabilities and amounts receivable of the Amalgamating Corporations inter se shall merge and be extinguished on the amalgamation.
17. After the date upon which the amalgamation becomes effective, the Corporation shall possess all the property, rights, assets, privileges and franchises and shall be subject to all contracts, liabilities, debts and obligations of each of the Amalgamating Corporations.
18. No action or proceeding by or against any of the Amalgamating Corporations shall abate or be affected by the amalgamation.
19. All rights of creditors against the property, rights, assets, privileges, and franchises of each of the Amalgamating Corporations and all liens upon their respective property, rights, assets, privileges and franchises shall be unimpaired by the amalgamation and all debts, contracts, liabilities and duties of each of the Amalgamating Corporations shall, from and after the date upon which the amalgamation becomes effective, attach to the Corporation and may be enforced against it.
20. Upon and subject to the shareholders of each of the Amalgamating Corporations approving the amalgamation and adopting this Amalgamation Agreement and subject to paragraph 21 hereof, articles of amalgamation in prescribed form shall be sent to the Director appointed under the Act together with the documentation required by section 178 of the Act.

21. At any time before the endorsement of a certificate of amalgamation effecting the amalgamation of the Amalgamating Corporations, this Amalgamation Agreement may be terminated by the directors of any of the Amalgamating Corporations, notwithstanding the approval of this Amalgamation Agreement by the shareholders thereof.
22. The Amalgamating Corporations agree to execute any and all documents which may be necessary or expedient in order to effect the amalgamation.


IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto by their proper officers duly authorized in that behalf.


**DINE TO HOSPITALITY MARKETING  
CONSULTANTS INC.**

By:   
\_\_\_\_\_  
Efstratios Papachristopoulos  
President

By:   
\_\_\_\_\_  
Panteleymon Damoulianos  
Secretary


**DEALICIOUS.CA INC.**

By:   
\_\_\_\_\_  
Efstratios Papachristopoulos  
President


By:   
\_\_\_\_\_  
Panteleymon Damoulianos  
Vice-President

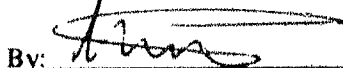
**QDG.CA INC.**

By:   
\_\_\_\_\_  
Panteleymon Damoulianos  
President

By:   
\_\_\_\_\_  
Efstratios Papachristopoulos  
Vice-President

**TASTE MY CITY INC.**

By:   
\_\_\_\_\_  
Panteleymon Damoulianos  
President

By:   
\_\_\_\_\_  
Efstratios Papachristopoulos  
Vice-President