

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456823

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MARTIN ROSS GROUP INC.		12/04/2014	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CORONA JEWELLERY COMPANY LTD.		
<b>Street Address:</b>	16 Ripley Avenue		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M6S 3N9		
<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>	1467257	LIBCO	
<b>Registration Number:</b>	2985823	THE FOREVER COLLECTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7036831080		
<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>	703-683-0500 x137		
<b>Email:</b>	mail@baconthomas.com, tjmoore@baconthomas.com		
<b>Correspondent Name:</b>	Thomas J. Moore		
<b>Address Line 1:</b>	625 Slaters Lane, Fourth Floor		
<b>Address Line 4:</b>	Alexandria, VIRGINIA 22314-1176		
<b>ATTORNEY DOCKET NUMBER:</b>	LIBC6001/TJM		
<b>NAME OF SUBMITTER:</b>	Thomas J. Moore		
<b>SIGNATURE:</b>	/Thomas J. Moore/		
<b>DATE SIGNED:</b>	01/04/2018		
<b>Total Attachments: 19</b>			
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**THIS ASSET PURCHASE AGREEMENT** made as of the 21<sup>st</sup> day of November, 2014

BETWEEN:

**MARTIN ROSS GROUP INC.**, a corporation amalgamated pursuant to the laws of the Province of Ontario  
("MRG")

- and -

**CORONA JEWELLERY COMPANY LTD.**, a corporation incorporated pursuant to the laws of the Province of Ontario  
("Corona")

**WHEREAS:**

- (A) On August 7, 2014 MRG commenced proceedings under the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA");
- (B) As part of the CCAA proceedings, MRG obtained the consent of the Court to liquidate its assets, in accordance with the terms of the order of the Honourable Justice Pattillo dated October 17, 2014 (the "**October Order**");
- (C) Corona has agreed to purchase certain assets from MRG relating to MRG's Libman jewellery collection, as set out and provided for in Schedule A attached hereto (the "**Purchased Assets**");
- (D) The October Order provides that court approval is necessary if the purchase price of assets being sold by MRG exceeds \$100,000.00 for any single sale;
- (E) The purchase price for the Purchased Assets exceeds \$100,000.00; and
- (F) MRG has agreed to sell the Purchased Assets to Corona and Corona has agreed to purchase the Purchased Assets from MRG.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true in substance and fact.
2. Subject to the terms and conditions of this Agreement, MRG hereby agrees to transfer, sell, convey and assign to Corona all of MRG's right, title and interest in and to the Purchased Assets, and Corona hereby agrees to purchase the Purchased Assets from

- MRG (the "**Transaction**") on or before 5.00 p.m. (the "**Closing Time**") on the day that is two (2) business days after the granting of the Approval and Vesting Order (the "**Closing Date**") or, in each case, as may otherwise be agreed to by the parties in writing.
3. The closing of the Transaction (the "**Closing**") is subject to and conditional upon MRG obtaining an order from the Ontario Superior Court of Justice (Commercial List) (the "**Court**") approving the transaction set out in this Agreement and vesting all right, title and interest of MRG in and to the Purchased Assets free and clear of all liens, claims, security interests and any other encumbrances and which order shall not have been stayed, reversed or dismissed or restrains or prohibits the completion of the Transaction, such Order to be substantially in the form of Order attached hereto as Schedule B (the "**Approval and Vesting Order**"). MRG shall apply to the Court to obtain the Approval and Vesting Order as soon as reasonably possible following the execution of this Agreement.
  4. The aggregate purchase price for the Purchased Assets shall be the sum of \$200,000 plus HST (if applicable) (the "**Purchase Price**"). The parties acknowledge and confirm that Corona has, prior to the date hereof, paid to MRG and MRG has received a deposit in the amount of \$100,000 to be applied towards the Purchase Price (the "**Deposit**"). The balance of the Purchase Price shall be paid by Corona to MRG, or as MRG may direct, in full on or before the Closing Time. If the Transaction does not close on the Closing Date because MRG was not able to obtain the Approval and Vesting Order or due to MRG being unwilling or unable to close, or for any other reason that is not caused by Corona, MRG shall forthwith return the Deposit in full to Corona, without set-off, deduction or counterclaim. All payments contemplated herein shall be made by certified cheque, bank draft or wire transfer.
  5. Corona acknowledges and agrees that it is purchasing and accepting the Purchased Assets on an "as is where is" basis and that MRG is making no representation or warranty of any kind regarding the Purchased Assets. Corona acknowledges that MRG disclaims any warranty or representation, expressed and implied, with respect to the Purchased Assets, including but not limited to warranties regarding title, encumbrances, merchantability, condition, quality or fitness for a particular purpose. Further, Corona acknowledges and agrees that none of the Purchased Assets may be returned under any circumstances.
  6. MRG shall make the Purchased Assets available to Corona to pick up on Closing. On Closing, Corona shall take possession of the Purchased Assets where situate at the Closing Time, at its own expense. The Purchased Assets shall be and remain at the risk of MRG until Closing and at the risk of Corona from and after Closing.
  7. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and may be given by personal delivery, by email, or by mailing the same postage prepaid as follows:

In the case of MRG, addressed to:

250 Canarctic Drive  
Toronto, Ontario  
M3J 2P4

Attention: Cam Gillies, President  
Email: cgillies@martinross.ca

In the case of Corona, addressed to:

16 Ripley Avenue  
Toronto, Ontario  
M6S 3N9

Attention: Sandra Minister, Secretary & Treasurer  
Email: sandram@coronajewellery.com

Any notice given personally shall be deemed delivered when personally delivered and if delivery is made other than during regular business hours of the recipient, the notice shall be deemed delivered the following business day. For the purposes of this paragraph, a business day shall mean a day other than a Saturday, Sunday or statutory or public holiday in the Province of Ontario. If a notice is given by email, the notice shall be deemed delivered on the date on which it was sent, provided if delivered outside normal business hours of the recipient, the notice shall be deemed delivered on the following business day. Finally if a notice is sent by regular prepaid mail, the notice shall be deemed delivered on the fifth (5<sup>th</sup>) business day after mailing, not including the date of mailing. Any one of the parties hereto may change its address from time to time by notice given to the other in accordance with the foregoing. In the event of a mail strike or other interruption of postal deliveries, all notices shall be delivered personally or by email.


8. This Agreement may be executed in any number of counterparts and all these counterparts shall for all purposes constitute one agreement, binding all the parties, notwithstanding that all parties are not signatories to the same counterpart. This Agreement may be delivered as a pdf document or by facsimile, which pdf document or facsimile shall be deemed an original and shall be admissible to the same extent as an original agreement.
9. At the request of Corona, MRG shall do all things and execute all documents, consents and instruments, without further remuneration, to give effect to the terms of this Agreement including, without limitation, to sell, transfer, assign, convey and vest of all of MRG's right, title, and interest in and to the Purchased Assets to Corona.
10. This Agreement constitutes the entire agreement among the parties pertaining to the transaction provided for herein, and supersedes all prior agreements, understandings,

negotiations and discussions, whether oral or written, between the parties, including without limitation the letter agreement between the parties dated October 31, 2014. This Agreement contains all of the covenants, representations and warranties of the parties with respect to the transaction provided for herein, and there are no oral representations or warranties among the parties of any kind. This Agreement may not be amended or modified in any respect except by written instrument signed by all parties.

11. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
12. This Agreement shall be governed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first above written.

**MARTIN ROSS GROUP INC.**

Per:   
\_\_\_\_\_  
Cameron Gillies  
President  
I have authority to bind the corporation

**CORONA JEWELLERY COMPANY LTD.**

Per: \_\_\_\_\_  
Sandra Minister  
Secretary & Treasurer

negotiations and discussions, whether oral or written, between the parties, including without limitation the letter agreement between the parties dated October 31, 2014. This Agreement contains all of the covenants, representations and warranties of the parties with respect to the transaction provided for herein, and there are no oral representations or warranties among the parties of any kind. This Agreement may not be amended or modified in any respect except by written instrument signed by all parties.


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**MARTIN ROSS GROUP INC.**

Per: \_\_\_\_\_  
Cameron Gillies  
President  
I have authority to bind the corporation

**CORONA JEWELLERY COMPANY LTD.**

Per:   
\_\_\_\_\_  
Sandra Minister  
Secretary & Treasurer

**SCHEDULE A**


**PURCHASED ASSETS**

All right, title and interest of MRG in and to assets used exclusively in the design, production and marketing of the Libman jewellery collection, including without limitation, the following:

1. Master models;
2. Molds, in their cabinets;
3. CAD files of designs;
4. CAD desktop computer and related software, which software Corona will have to obtain its own licence to use;
5. Computer Data on style information;
6. Customer lists;
7. Related worldwide intellectual property (and all goodwill attaching thereto), including but not limited to trade names, copyright, trademarks, domain names, ring styles and designs, industrial designs, registrations, applications, and including the following (the "Intellectual Property"):

<u>TRADEMARK</u>	<u>APPLICATION/REGISTRATION NOS.</u>
"COLUMBIA"	Canadian App 210073, Canadian Reg UCA38872
CENTURY	Canadian App 566414 Canadian Reg TMA328207
CONFORMA DESIGN <i>CONFORMA</i>	Canadian App 855956 Canadian Reg TMA515147
GOLDMASTER	Canadian App 454334 Canadian Reg TMA268394
Inuit Diamonds	Canadian App 1316452 Canadian Reg TMA750179
INUIT ICE	Canadian App 1594461 Canadian Reg TMA861989
INUIT ICE CANADIAN DIAMONDS & Design <i>Inuit Ice</i> 	Canadian App 1594462 Canadian Reg TMA868909
L C; DESIGN	Canadian App 536590 Canadian Reg TMA312679



	
LIBCO	<b>Canadian App</b> 665180 <b>Canadian Reg</b> TMA394811 <b>U.S. Ser.</b> 73,655,720 <b>U.S. Reg.</b> 1,467,257
LIBMAN & COMPANY	
LUXURY FIT	<b>Canadian App</b> 750640 <b>Canadian Reg</b> TMA442582
SYNDICATE	<b>Canadian App</b> 391226 <b>Canadian Reg</b> TMA217643
THE FOREVER COLLECTION	<b>U.S. Ser.</b> 76,502,050 <b>U.S. Reg.</b> 2,985,823
THE JOURNEY OF LOVE COLLECTION	<b>Canadian App</b> 1289329 <b>Canadian Reg</b> TMA690798

8. All tools, equipment and machinery that are marked, stamped, labelled or are otherwise identified as comprising or are subject to the Intellectual Property;
9. Business Name Registration (Ontario) – “Libman & Company”;
10. Electronic marketing images;
11. Sales representative sample lines which consist of brass samples in carrying trays and cases; and
12. Marketing, packaging & display material.

It is understood by the parties that the items listed in Schedule C have been sold by MRG to a third party prior to the date of this Agreement and do not comprise a part of the Purchased Assets, notwithstanding that such items were previously used in the production of the Libman jewellery collection

**SCHEDULE B**

**FORM OF  
APPROVAL AND VESTING ORDER**  
(see attached)

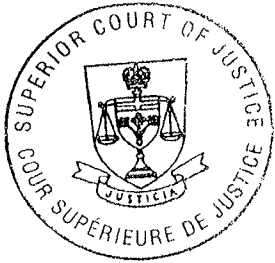
**SCHEDULE C**

**EXCLUDED ITEMS**

Sku	Libman Style #	Model #	Model #
18286591	31781/50PJ	3736	
17637083	T21794/25	97813	
19562677	32242WG	3S1009	
19292960	32233/150WG	3S1011	
19752468	32243WG	3S1012	
19917004	32255/100WG	3S1033/100	
19877562	32255/100WGZ	3S1033/100	
19925460	32255/150WG	3S1033/150	
19925460	32255/150WG	3S1033/150	
19917020	32255/200WG	3S1033/200	
19877570	32256/100WGZ	3S1034/100	
18262196	4967G	4967G	
18262188	4967L	4967L	
18262204	4968G	4968G	
18262212	4968L	4968L	
19543156	T22774PJ	97996SM	
15164833	B2336WD	B2336W	B931WX
15619281	B2336WDPJW	B2336W	B931WX
17712043	B3427/100WG	B3427/100	
18567289	B3427WD26	B3427W1	
18158584	B3716	B3716	
19292986	32234/150WG	BR1119	
19300045	32235/14K	BR1122	
19312834	32235	BR1122ZP/Q65	
19300243	B3822/40PJ	BR1138/40	
19973674	B3799/33WGR	BR1228/33	
19957096	B3799/33WGZ	BR1228/33	
19971974	B3799/50PJ	BR1228/50	
19973673	B3799/50WGR	BR1228/50	
19957095	B3799/50WGZ	BR1228/50	
19973196	B3799/70PJ	BR1228/70	
19556430	B3799/70WG	BR1228/70	
19957094	B3799/70WGZ	BR1228/70	
19977610	B3889WG/PJ	BR1304	
19810100	B3889WG	BR1304	
19972961	B3918/33WG	BR1347/33	
19972971	B3918/50WG	BR1347/50	
19978704	B3919WG – SET	BR1348 - W	
19775766	32217/100WG	DF1049	

19386143	32243WG	O1014	
19598838	T22664WG	PD1062	

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Court File No. CV-14-1065500CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE  
JUSTICE NEWBOULD

)  
)  
)

TUESDAY, THE 2<sup>ND</sup>  
DAY OF DECEMBER, 2014

IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE  
OR ARRANGEMENT OF MARTIN ROSS GROUP INC.

**APPROVAL AND VESTING ORDER  
(approving FJL Transaction)**

THIS MOTION, made by Martin Ross Group Inc. (the "**Applicant**") for, among other things, an order approving the sale transaction (the "**Transaction**") contemplated by an asset purchase agreement (the "**Sale Agreement**") between the Applicant and First Jewelry Limited (the "**Purchaser**"), substantially in the form attached as Exhibit "F" to the Affidavit of Cameron Gillies sworn on November 25, 2014 (the "**Gillies Affidavit**"), and vesting in the Purchaser the Applicant's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Gillies Affidavit and the Fourth Report of Collins Barrow Toronto Limited ("**CBTL**") in its capacity as court-appointed monitor of the Applicant (the "**Monitor**"), and on hearing the submissions of the lawyers for the Applicant, the Monitor, and on being advised that the Purchaser does not object to the relief sought, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Kelly Barrett sworn November 25, 2014, filed, and the affidavit of Janice Chen sworn November 28, 2014, filed:

1. THIS COURT ORDERS that the time for service and filing of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Applicant is hereby authorized and approved, with such minor amendments as the Applicant may deem necessary. The Applicant is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Monitor's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Penny dated August 7, 2014 (the "**Initial Order**"); and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
4. THIS COURT ORDERS that the Monitor may rely on written notice from the Applicant and the Purchaser regarding fulfilment of conditions to closing under the Sale Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

5. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. THIS COURT ORDERS AND DIRECTS the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

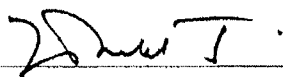

7. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Applicant and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Applicant;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicant and shall not be void or voidable by creditors of the Applicant, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

9. THIS COURT ORDERS that the offer to purchase dated October 27, 2014, the letter dated September 12, 2014, appearing as Exhibits "D" and "E" to the Gillies Affidavit, respectively, and the executed version of the Sale Agreement, a draft of which appears as Exhibit "F" to the Gillies Affidavit, shall remain sealed until the completion of the Transaction, or further order of this Court.

  
\_\_\_\_\_  
JUDICIAL OFFICE OF THE COURT OF ONTARIO  
CRIMINAL DIVISION  
157 SPADINA AVENUE, TORONTO, ONT. M5S 2B1  
DEC 2 - 2014  




**Schedule A – Form of Monitor’s Certificate**

Court File No. CV-14-1065500CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES’ CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE  
OR ARRANGEMENT OF MARTIN ROSS GROUP INC.

**MONITOR’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice Penny of the Ontario Superior Court of Justice (the "**Court**") dated August 7, 2014, Collins Barrow Toronto Limited ("**CBTL**") was appointed as Monitor (the "**Monitor**") of Martin Ross Group Inc. (the "**Applicant**").

B. Pursuant to an Order of the Court dated December 2, 2014, the Court approved the asset purchase agreement substantially in the form attached as Exhibit "F" to the Affidavit of Cameron Gillies sworn on November 25, 2014 (the "**Sale Agreement**") between the Applicant and First Jewelry Limited (the "**Purchaser**") and provided for the vesting in the Purchaser of the Applicant’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; and (ii) the Transaction has been completed to the satisfaction of the Applicant.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Applicant has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 2 of the Sale Agreement have been satisfied or waived by the Applicant and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Applicant.
4. This Certificate was delivered by the Monitor at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**Collins Barrow Toronto Limited, in its  
capacity as court-appointed monitor of  
Martin Ross Group Inc., and not in its  
personal capacity**

Per: \_\_\_\_\_

Name:

Title:

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF MARTIN ROSS GROUP INC. *Dec 2/14*

Court File No. CV-14-10655-0001

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST  
PROCEEDING COMMENCED AT  
TORONTO

MOTION RECORD OF THE APPLICANT  
(motion approving FJL and Corona Transactions)  
(returnable December 2, 2014)

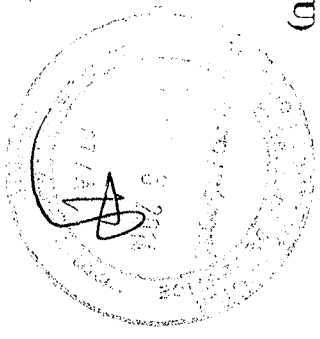
**KRONIS, ROTSZTAIN,  
MARGLES, CAPPEL LLP**  
Barristers and Solicitors  
8 King Street East, Suite 1000  
Toronto ON M5C 1B5

**Mervyn D. Abramowitz (LSUC # 28323R)**  
[mabramowitz@krmc-law.com](mailto:mabramowitz@krmc-law.com)

**Philip Cho (LSUC # 45615U)**  
[pcho@krmc-law.com](mailto:pcho@krmc-law.com)

Tel: (416) 225-8750  
Fax: (416) 306-9874

Lawyers for the Applicant



*2 Dec 2/14*  
*No one opposes, forwarded by JML, Dick*  
*is appropriate. Check to go.*  
*2 Nov 14*

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

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B. Pursuant to an Order of the Court dated December 2, 2014, the Court approved the asset purchase agreement made as of November 21, 2014 (the "**Sale Agreement**") between the Applicant and Corona Jewellery Company Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Applicant's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 3 of the Sale Agreement have been satisfied or waived by the Applicant and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Applicant.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

*Q*

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Applicant has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 3 of the Sale Agreement have been satisfied or waived by the Applicant and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Applicant.
4. This Certificate was delivered by the Monitor at 5:00 p.m. [TIME] on April 7/16 [DATE].

**Collins Barrow Toronto Limited, in its  
capacity as court-appointed monitor of  
Martin Ross Group Inc., and not in its  
personal capacity**

Per: \_\_\_\_\_

Name: DANIEL WILSON

Title: SENIOR VICE PRESIDENT