

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM470760

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	COURT ORDER
<b>RESUBMIT DOCUMENT ID:</b>	900439050

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KISSNER GROUP INC.		06/15/2015	Corporation: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	KISSNER MILLING COMPANY LIMITED
<b>Street Address:</b>	148 Manitou Drive, Suite 301
<b>City:</b>	Kitchener, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	N2C 1L3
<b>Entity Type:</b>	Corporation: CANADA

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Registration Number:	4227826	LANDSCAPER'S CHOICE SMART MIX
Registration Number:	3114039	INFERNO
Registration Number:	4061782	EXTREME MELT
Registration Number:	3659157	BLUE LIGHTNING
Registration Number:	3480284	PUREMELT
Registration Number:	3602231	LAVA MELT
Registration Number:	3710183	GREEN-ICE
Registration Number:	3922731	EARTH'S ECOMAGNESIUM CHLORIDE
Registration Number:	4153096	ICE CUTTER
Registration Number:	4151733	IB-9
Registration Number:	3823519	ENVIRONMELT
Registration Number:	4770724	CLEAN & PURE
Registration Number:	5139121	HYBRID CRYSTALS
Registration Number:	5183477	STEALTH BLUE
Registration Number:	2868601	LANDSCAPER'S CHOICE
Registration Number:	3549233	ICE PATROL
Registration Number:	3540101	AVALANCHE
Registration Number:	3919724	ROBO-MELT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4144264	GREAT WHITE
Registration Number:	4159090	THERMO MELT
Registration Number:	4174176	STOP ICE
Registration Number:	4144265	SIMPLE & SAFE
Registration Number:	4227825	GARDENER'S PREFERRED MAGIC MIX
Serial Number:	87072723	BROWN BAG ICE MELT WORKS DOWN TO -20° SI

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

Phone: 2128408300  
 Email: hnatter@natterip.com  
 Correspondent Name: Howard Natter  
 Address Line 1: 501 5th Avenue  
 Address Line 4: New York, NEW YORK 10017

<b>ATTORNEY DOCKET NUMBER:</b>	18-8539-T
<b>NAME OF SUBMITTER:</b>	Howard Natter
<b>SIGNATURE:</b>	/Howard Natter/
<b>DATE SIGNED:</b>	04/20/2018

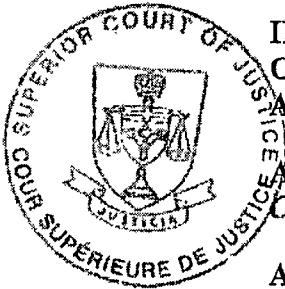
**Total Attachments: 10**

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ONTARIO

SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE ) MONDAY, THE 15<sup>th</sup>  
JUSTICE CONWAY ) DAY OF JUNE, 2015



IN THE MATTER OF AN APPLICATION UNDER SECTION 182  
OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990 C. B.44,  
AS AMENDED

AND IN THE MATTER OF RULE 14.05(2) OF THE *RULES OF  
CIVIL PROCEDURE*

AND IN THE MATTER OF A PROPOSED PLAN OF  
ARRANGEMENT INVOLVING KISSNER MILLING COMPANY  
LIMITED, KISSNER GROUP INC., AND KRYSTAL  
ACQUISITION COMPANY INC.

ORDER

THIS APPLICATION made by the Applicants, Kissner Milling Company Limited, Kissner Group Inc. and Krystal Acquisition Company Inc., pursuant to section 182 of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended, (the "OBCA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application issued June 10, 2015, the affidavit of David Safran sworn June 10, 2015, together with the exhibits thereto, and the affidavit of Diana Vatri sworn June 15, 2015, together with the exhibits thereto,

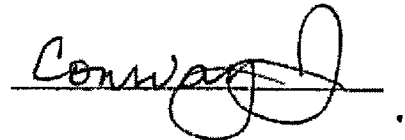
AND ON HEARING the submissions of counsel for the Applicants and counsel for Tim Orleman, Michael Poole, David Safran and DCZB Holdings Inc., no one appearing for any other person, and having determined that the Arrangement, as described in the Plan of Arrangement attached as Schedule "A" to this Order, is an arrangement for the purposes of section 182 of the OBCA and is fair and reasonable in accordance with the requirements of that section, and having made no determination with respect to the tax treatment of any of the transactions approved herein,

1. THIS COURT ORDERS that the Arrangement, as described in the Plan of Arrangement attached as Schedule "A" to this Order, shall be and is hereby approved.

2. THIS COURT ORDERS that the Applicants shall be entitled to seek leave to vary this Order upon such terms upon giving such notice as this court may direct, to seek the advice and directions of this court as to the implementation of this order, and to apply for such further order or orders as may be appropriate.

ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.

JUN 15 2015



# **SCHEDULE "A"**

[Attached]

**PLAN OF ARRANGEMENT UNDER SECTION 182 OF THE *BUSINESS  
CORPORATIONS ACT* (ONTARIO)**

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

In this Plan of Arrangement unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

"Amalco 1" means the corporation resulting from the amalgamation described in paragraph 3.1(e) hereof;

"Amalco 1 Shares" means the common shares in the capital of Amalco 1;

"Amalco 2" means the corporation resulting from the amalgamation described in paragraph 3.1(f) hereof;

"Amalco 2 Shares" means the common shares in the capital of Amalco 2;

"Ancillary Rights" has the meaning set out in Section 3.3;

"Arrangement" means the arrangement under Section 182 of the OBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments thereto made (i) in accordance with Section 5.1 hereof or (ii) at the direction of the Court in the Final Order;

"Articles of Arrangement" means the articles of arrangement of KGI, KMCL and the Corporation to be filed with the Director pursuant to Subsection 183(1) of the OBCA after the Final Order is made, which shall be in form and content satisfactory to the Corporation and the Canadian Rollover Executives, each acting reasonably;

"Business Day" has the meaning provided in the Exchangeable Share Provisions;

"Canadian Rollover Executives" means, collectively, David Safran, DCZB Holdings Inc., Tim Orleman and Michael Poole;

"Certificate of Arrangement" means the certificate of arrangement to be issued by the Director with respect to the Articles of Arrangement pursuant to Subsection 183(2) of the OBCA;

"Class A Units" has the meaning provided in the Exchangeable Share Provisions;

"Corporation" means Krystal Acquisition Company Inc., a corporation organized and existing under the OBCA;

"Court" means the Ontario Superior Court of Justice (Commercial List);

"**Director**" means the Director appointed pursuant to Section 278 the OBCA;

"**Effective Date**" means the date shown on the Certificate of Arrangement giving effect to the Arrangement;

"**Effective Time**" means 12:01 a.m. (Toronto time) on the Effective Date or such other time on the Effective Date as the Corporation and the Canadian Rollover Executives may agree in writing;

"**Exchange Ratio**" means the ratio of 0.449 Exchangeable Shares for each whole KMCL Common Share (which ratio shall be subject to adjustment in accordance with Section 3.5);

"**Exchange and Support Agreement**" means the exchange and support agreement between LP and the Corporation dated as of the Effective Date, as amended, supplemented or restated from time to time in accordance with its terms;

"**Exchangeable Share Provisions**" means the rights, privileges, restrictions and conditions attaching to the Exchangeable Shares attached hereto as Schedule "A";

"**Exchangeable Shares**" means the non-voting exchangeable shares in the capital of the Corporation;

"**Final Order**" means the order of the Court in a form acceptable to the Corporation and the Canadian Rollover Executives, each acting reasonably, approving the Arrangement under Subsection 182(5) of the OBCA, as such order may be affirmed, amended, modified, supplemented or varied by the Court (with the consent of the Corporation, KMCL, KGI and the Canadian Rollover Executives, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn, abandoned or denied, as affirmed or amended (provided that any such amendment is acceptable to Corporation, KMCL, KGI and the Canadian Rollover Executives, each acting reasonably) on appeal;

"**Former KMCL Shareholder**" means the Canadian Rollover Executives who transfer their KMCL Common Shares to the Corporation pursuant to the Arrangement;

"**KGI**" means Kissner Group Inc., a corporation organized and existing under the OBCA;

"**KGI Common Shares**" means the common shares in the capital of KGI;

"**KGI Preferred Shares**" means the preferred shares in the capital of KGI;

"**KMCL**" means Kissner Milling Company Limited, a corporation organized and existing under the OBCA;

"**KMCL Common Shares**" means the common shares in the capital of KMCL;

"**Liens**" means any mortgage, hypothec, prior claim, lien, pledge, assignment for security, security interest, option, right of first offer or first refusal or other charge or encumbrance of any kind and adverse claim;

"**LP**" means Klissner Group Holdings LP, a limited partnership formed under the laws of Ontario;

"**OBCA**" means the *Business Corporations Act* (Ontario);

"**Parties**" means, collectively, the Corporation, LP, KMCL, KGI and the Canadian Rollover Executives;

"**Plan of Arrangement**" means this plan of arrangement, including any appendices hereto, and any amendments, modifications or supplements hereto made from time to time in accordance with the terms hereof or made at the direction of the Court in the Final Order;

"**Purchase Agreement**" means the Share Purchase Agreement dated April 17, 2015 (as amended from time to time) among the Corporation, Torquest Partners Fund III, L.P., Torquest Partners Fund (U.S.) III, L.P., Torquest Capital Fund III, L.P., Silvertree-KMC, LLC, Goldpoint Partners Co-Investment V, L.P., BMO Private Equity (Canada) Inc., Lee Clan Investments 2010 Ltd., David Safran, 2238598 Ontario Inc., the Safran Family Trust (2010), Tim Orleman, 2238599 Ontario Inc., the Orleman Family Trust (2010), Emanuel Manos, Michael Poole, John Shook, the Optionholder Sellers (as defined therein), KGI and KMCL; and

"**Tax Act**" means the *Income Tax Act* (Canada).

## 1.2 Sections and Headings

The division of this Plan of Arrangement into Articles, Sections, paragraphs and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise indicated, all references to an "Article", "Section" or "paragraph" followed by a number and/or a letter refer to the specified Article, Section or paragraph of this Plan of Arrangement.

## 1.3 Number, Gender and Persons

In this Plan of Arrangement, unless the context otherwise clearly requires, words used herein importing the singular include the plural and vice versa; words imparting any gender shall include all genders and the neuter gender; and words imparting persons shall include individuals, partnerships, limited liability companies, associations, corporations, funds, unincorporated organizations, governments, regulatory authorities and other entities.



#### 1.4 Date for any Action

If any date on which any action is required to be taken hereunder by any of the Parties is not a Business Day, then such action shall be required to be taken on the next succeeding day which is a Business Day.

#### 1.5 Currency

Unless otherwise expressly stated herein, all references to currency in this Plan of Arrangement are to United States dollars.

#### 1.6 Statutory References

Any reference in this Plan of Arrangement to a statute includes such statute as amended, consolidated or re-enacted from time to time, all regulations made thereunder, all amendments to such regulations from time to time, and any statute or regulation which supersedes such statute or regulations.

#### 1.7 Time

Time shall be of the essence in every matter or action contemplated hereunder. All times expressed herein refer to the local time of the Corporation (being the time in Toronto, Ontario) unless otherwise stipulated herein or therein.

### **ARTICLE 2** **EFFECT OF THE ARRANGEMENT**

#### 2.1 Plan of Arrangement

This Plan of Arrangement constitutes an arrangement as referred to in Section 182 of the OBCA and the sequence of steps comprising the Arrangement shall occur in the order set forth herein.

#### 2.2 Binding Effect

This Plan of Arrangement will become effective commencing at the Effective Time and shall be binding upon the Corporation, LP, KGI, KMCL and the Canadian Rollover Executives.

#### 2.3 Transfers Free and Clear

Any transfer of securities pursuant to this Plan of Arrangement shall be free and clear of all Liens.

**ARTICLE 3**  
**ARRANGEMENT**

**3.1 Arrangement**

At the Effective Time, the following transactions shall occur and shall be deemed to occur in the following order without any further act or formality:

*Creation of Exchangeable Shares*

- (a) the articles of the Corporation shall be amended to create and authorize the Exchangeable Shares in accordance with the Exchangeable Share Provisions attached hereto as Schedule "A";

*Exchange of KMCL Common Shares for Exchangeable Shares*

- (b) each of the outstanding KMCL Common Shares held by the Canadian Rollover Executives will, without any further action on behalf of the Canadian Rollover Executives, be transferred by the Canadian Rollover Executives to the Corporation in consideration for a number of Exchangeable Shares determined in accordance with the Exchange Ratio and subject to Section 3.3 hereof;

*Exchange and Support Agreement*

- (c) the Corporation and LP shall execute and deliver the Exchange and Support Agreement;

*Transfer of KGI Common Shares and KGI Preferred Shares from the Corporation to KMCL*

- (d) each of the outstanding KGI Common Shares and the KGI Preferred Shares will, without further action on behalf of the Corporation, be transferred by the Corporation to KMCL in consideration for the issuance of 100 KMCL Common Shares to the Corporation;

*Amalgamation of KGI and KMCL*

- (e) KGI and KMCL shall be amalgamated and continue as one corporation, Amalco 1, in accordance with the following:
  - (i) the KGI Shares, all of which shall be owned by KMCL, shall be cancelled without any repayment of capital;
  - (ii) no securities shall be issued by Amalco 1 in connection with the amalgamation and for greater certainty, the KMCL Shares shall survive and continue to be the common shares of Amalco 1 without amendment;

- (iii) the articles of Amalco 1 shall be the same as the articles of KMCL, and the name of Amalco 1 shall be "Kissner Milling Company Limited";
- (iv) the registered office of Amalco 1 shall be located at Suite 3400, 1 First Canadian Place, P.O. Box 130, Toronto, Ontario M5X 1A4;
- (v) the property of each of the amalgamating corporations shall continue to be the property of Amalco 1;
- (vi) Amalco 1 shall continue to be liable for the obligations of the amalgamating corporations;
- (vii) any existing causes of action, claim or liability to prosecution of any of the amalgamating corporations shall be unaffected;
- (viii) any civil, criminal or administrative action or proceeding pending by or against any of the amalgamating corporations shall be able to continue to be prosecuted by or against Amalco 1;
- (ix) a conviction against, or ruling, order or judgment in favour of or against, any of the amalgamating corporations shall be able to be enforced by or against Amalco 1;
- (x) the Articles of Arrangement shall be deemed to be the articles of incorporation of Amalco 1 and the Certificate of Arrangement shall be deemed to be the certificate of incorporation of Amalco 1;
- (xi) the by-laws of Amalco 1 shall be the by-laws of KMCL until repealed, altered or amended;
- (xii) the first directors of Amalco 1 shall be the persons whose names and municipality of residence appear below:

<u>Name</u>	<u>Municipality of Residence</u>
Jeffrey Siegal	New York, New York
Mark C. Demetree	Overland Park, Kansas
David Safran	Cambridge, Ontario

and;

- (xiii) the first officers of Amalco 1 shall be the officers of KMCL;

*Amalgamation of Amalco 1 and the Corporation*

- (f) Amalco 1 and the Corporation shall be amalgamated and continue as one corporation, Amalco 2, in accordance with the following:
  - (i) the Amalco 1 Shares, all of which shall be owned by the Corporation, shall be cancelled without any repayment of capital;

- (ii) no securities shall be issued by Amalco 2 in connection with the amalgamation and for greater certainty, the common shares and the Exchangeable Shares in the capital of the Corporation shall survive and continue to be the common shares and Exchangeable Shares of Amalco 2 without amendment;
- (iii) the articles of Amalco 2 shall be the same as the articles of the Corporation and the name of Amalco 2 shall be "Kissner Milling Company Limited";
- (iv) the registered office of Amalco 2 shall be located at Suite 3400, 1 First Canadian Place, P.O. Box 130, Toronto, Ontario M5X 1A4;
- (v) the property of each of the amalgamating corporations shall continue to be the property of Amalco 2;
- (vi) Amalco 2 shall continue to be liable for the obligations of the amalgamating corporations;
- (vii) any existing causes of action, claim or liability to prosecution of any of the amalgamating corporations shall be unaffected;
- (viii) any civil, criminal or administrative action or proceeding pending by or against any of the amalgamating corporations shall be able to continue to be prosecuted by or against Amalco 2;
- (ix) a conviction against, or ruling, order or judgment in favour of or against, any of the amalgamating corporations shall be able to be enforced by or against Amalco 2;
- (x) the Articles of Arrangement shall be deemed to be the articles of incorporation of Amalco 2 and the Certificate of Arrangement shall be deemed to be the certificate of incorporation of Amalco 2;
- (xi) the by-laws of the Corporation shall be the by-laws of Amalco 2 until repealed, altered or amended;
- (xii) the first directors of Amalco 2 shall be the persons whose names and municipality of residence appear below:

<u>Name</u>	<u>Municipality of Residence</u>
Jeffrey Siegal	New York, New York
Mark C. Demetree	Overland Park, Kansas
David Safran	Cambridge, Ontario

and;

- (xiii) the first officers of Amalco 2 shall be the officers of Amalco 1.