

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM525254

|   |  |                       |                     |
|---|--|-----------------------|---------------------|
| <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>  |
| 7098961 Canada Inc.   | FORMERLY Beyond the Rack Enterprises               | 05/20/2016            | Corporation: CANADA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                     |
| <b>Name:</b>  | 9721444 Canada Inc.                                |                       |                     |
| <b>Street Address:</b>  | 5440 Rue Paré                                      |                       |                     |
| <b>City:</b>  | Mont-Royal   |                       |                     |
| <b>State/Country:</b>   | FLORIDA  |                       |                     |
| <b>Postal Code:</b>   | H4P 1R3  |                       |                     |
| <b>Entity Type:</b>   | Corporation: CANADA                                |                       |                     |
| <b>PROPERTY NUMBERS Total: 7</b>  |  |                       |                     |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                     |
| <b>Registration Number:</b>   | 4373958  | BEYOND THE RACK       |                     |
| <b>Registration Number:</b>   | 4509247  | MY CURVY CLOSET       |                     |
| <b>Registration Number:</b>   | 4529373  | ROWNINE               |                     |
| <b>Serial Number:</b>   | 85783322   | SOFIANE               |                     |
| <b>Serial Number:</b>   | 85783315   | WINNINGTON            |                     |
| <b>Serial Number:</b>   | 86100666   | BTR                   |                     |
| <b>Serial Number:</b>   | 86236534   | BTR DIRECT            |                     |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                     |
| <b>Fax Number:</b>  |  |                       |                     |
| <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>   | 9548607980   |                       |                     |
| <b>Email:</b>   | jp@dcodedlaw.com                                   |                       |                     |
| <b>Correspondent Name:</b>  | Jose Pena  |                       |                     |
| <b>Address Line 1:</b>  | 6834 Lakeside Cir S                                |                       |                     |
| <b>Address Line 4:</b>  | Davie, FLORIDA 33314                               |                       |                     |
| <b>NAME OF SUBMITTER:</b>   | Jose Pena  |                       |                     |
| <b>SIGNATURE:</b>   | /jose pena/  |                       |                     |
| <b>DATE SIGNED:</b>   | 05/28/2019   |                       |                     |

OP \$190.00 4373958

**Total Attachments: 35**

source=APA transferring IP to 9721444 Canada Inc#page1.tif  
source=APA transferring IP to 9721444 Canada Inc#page2.tif  
source=APA transferring IP to 9721444 Canada Inc#page3.tif  
source=APA transferring IP to 9721444 Canada Inc#page4.tif  
source=APA transferring IP to 9721444 Canada Inc#page5.tif  
source=APA transferring IP to 9721444 Canada Inc#page6.tif  
source=APA transferring IP to 9721444 Canada Inc#page7.tif  
source=APA transferring IP to 9721444 Canada Inc#page8.tif  
source=APA transferring IP to 9721444 Canada Inc#page9.tif  
source=APA transferring IP to 9721444 Canada Inc#page10.tif  
source=APA transferring IP to 9721444 Canada Inc#page11.tif  
source=APA transferring IP to 9721444 Canada Inc#page12.tif  
source=APA transferring IP to 9721444 Canada Inc#page13.tif  
source=APA transferring IP to 9721444 Canada Inc#page14.tif  
source=APA transferring IP to 9721444 Canada Inc#page15.tif  
source=APA transferring IP to 9721444 Canada Inc#page16.tif  
source=APA transferring IP to 9721444 Canada Inc#page17.tif  
source=APA transferring IP to 9721444 Canada Inc#page18.tif  
source=APA transferring IP to 9721444 Canada Inc#page19.tif  
source=APA transferring IP to 9721444 Canada Inc#page20.tif  
source=APA transferring IP to 9721444 Canada Inc#page21.tif  
source=APA transferring IP to 9721444 Canada Inc#page22.tif  
source=APA transferring IP to 9721444 Canada Inc#page23.tif  
source=APA transferring IP to 9721444 Canada Inc#page24.tif  
source=APA transferring IP to 9721444 Canada Inc#page25.tif  
source=APA transferring IP to 9721444 Canada Inc#page26.tif  
source=APA transferring IP to 9721444 Canada Inc#page27.tif  
source=APA transferring IP to 9721444 Canada Inc#page28.tif  
source=APA transferring IP to 9721444 Canada Inc#page29.tif  
source=APA transferring IP to 9721444 Canada Inc#page30.tif  
source=APA transferring IP to 9721444 Canada Inc#page31.tif  
source=APA transferring IP to 9721444 Canada Inc#page32.tif  
source=APA transferring IP to 9721444 Canada Inc#page33.tif  
source=APA transferring IP to 9721444 Canada Inc#page34.tif  
source=APA transferring IP to 9721444 Canada Inc#page35.tif

ASSET PURCHASE AGREEMENT

BETWEEN

9721444 CANADA INC.

AND

7098961 CANADA INC.

Dated May 20, 2016

TABLE OF CONTENTS

ARTICLE 1  
INTERPRETATION

1.1 Defined Terms ..... 1  
1.2 Currency ..... 5  
1.3 Sections and Headings ..... 5  
1.4 Number, Gender and Persons ..... 5  
1.5 Interpretation of Certain Non-Capitalized Terms ..... 5  
1.6 Legislation ..... 5  
1.7 Time ..... 5  
1.8 No Strict Construction ..... 6  
1.9 Schedules ..... 6

ARTICLE 2  
PURCHASE AND SALE

2.1 Purchased Assets ..... 6  
2.2 Excluded Assets ..... 6  
2.3 Assumed Liabilities ..... 6  
2.4 Excluded Liabilities ..... 7  
2.5 Purchase Price ..... 7  
2.6 Satisfaction of Purchase Price ..... 7  
2.7 Withholding ..... 8  
2.8 Allocation of Purchase Price ..... 8  
2.9 No Agreement to Assign ..... 8

ARTICLE 3  
TAXES AND TAX ELECTIONS

3.1 ETA Election ..... 8  
3.2 Transfer Taxes ..... 9  
3.3 Section 22 Tax Election ..... 9

ARTICLE 4  
EMPLOYEE MATTERS

4.1 Employees ..... 9

ARTICLE 5  
CLOSING AND CLOSING CONDITIONS

5.1 Transfer ..... 9  
5.2 Closing Deliveries by Seller ..... 10  
5.3 Closing Deliveries by the Purchaser ..... 10  
5.4 Conditions of Closing in Favour of the Purchaser ..... 11

448

|     |  |    |
|-----|--|----|
| 5.5 | Conditions of Closing in Favour of the Seller..... | 11 |
| 5.6 | Other Conditions of Closing.....                   | 12 |
| 5.7 | Risk of Loss.....                                  | 12 |

**ARTICLE 6**  
**REPRESENTATIONS AND WARRANTIES OF SELLER**

|     |                               |    |
|-----|-------------------------------|----|
| 6.1 | Residency.....                | 13 |
| 6.2 | Tax Registration Numbers..... | 13 |
| 6.3 | Brokers or Finders.....       | 13 |

**ARTICLE 7**  
**REPRESENTATIONS AND WARRANTIES OF PURCHASER**

|     |                               |    |
|-----|-------------------------------|----|
| 7.1 | Organization.....             | 13 |
| 7.2 | Authorization.....            | 13 |
| 7.3 | No Violation.....             | 14 |
| 7.4 | Consents and Approvals.....   | 14 |
| 7.5 | Tax Registration Numbers..... | 14 |
| 7.6 | Funding.....                  | 14 |
| 7.7 | Brokers or Finders.....       | 14 |

**ARTICLE 8**  
**COVENANTS**

|     |                                 |    |
|-----|---------------------------------|----|
| 8.1 | Covenants of the Seller.....    | 14 |
| 8.2 | Covenants of the Purchaser..... | 15 |

**ARTICLE 9**  
**AS IS, WHERE IS SALE**

|     |                        |    |
|-----|------------------------|----|
| 9.1 | "As is, Where is"..... | 15 |
|-----|------------------------|----|

**ARTICLE 10**  
**TERMINATION**

|      |                               |    |
|------|-------------------------------|----|
| 10.1 | Termination of Agreement..... | 16 |
|------|-------------------------------|----|

**ARTICLE 11**  
**MISCELLANEOUS**

|      |                            |    |
|------|----------------------------|----|
| 11.1 | Notices.....               | 17 |
| 11.2 | Further Assurances.....    | 18 |
| 11.3 | Survival.....              | 18 |
| 11.4 | Expenses.....              | 18 |
| 11.5 | Paramountcy.....           | 18 |
| 11.6 | Commission.....            | 18 |
| 11.7 | Amendment and Waivers..... | 19 |

448

500-11-050409-164

SCHEDULE "B"

PERMITTED ENCUMBRANCES

- (a) Any security registered and/or existing in favour of 9523669 Canada Inc., including, without limitation, the hypothecs registered at the RDPRM under numbers 14-0984926-0001 and 14-0829235-0001; and
- (b) The CCAA Charges granted in the Initial Order (as amended and restated) issued by the Superior Court of Quebec on March 24, 2016.

|       |                       |    |
|-------|-----------------------|----|
| 11.8  | Counterparts.....     | 19 |
| 11.9  | Entire Agreement..... | 19 |
| 11.10 | Severability.....     | 19 |
| 11.11 | Applicable Law.....   | 20 |
| 11.12 | English Language..... | 20 |

408

THIS AGREEMENT is made as of the 20<sup>th</sup> day of May, 2016.

BETWEEN:

9721444 CANADA INC., a corporation existing  
under the laws of Canada

(hereinafter referred to as "Purchaser")

AND:

7098961 CANADA INC. (doing business under the  
name Beyond the Rack Enterprises), a corporation  
existing under the laws of Canada

(hereinafter referred to as the "Seller")

WHEREAS, pursuant to an order of the Court dated March 24, 2016 (as may be amended or restated from time to time, the "Initial Order") (as hereinafter defined), the Seller is subject to proceedings under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCA");

WHEREAS, pursuant to the Initial Order, Richter Advisory Group Inc. was appointed as monitor of the Seller (the "Monitor");

WHEREAS, subject to the approval of the Court, the Seller has agreed to sell, transfer and assign to the Purchaser, all of the right, title and interest of the Seller to the Purchased Assets and Assumed Liabilities (as such terms are hereinafter defined), and the Purchaser has agreed to purchase the Purchased Assets and assume the Assumed Liabilities from the Seller;

WHEREAS the Seller with the assistance of the Monitor will seek to obtain the CCAA Vesting Order (as hereinafter defined) to authorize the Seller to enter into this Agreement and authorize the transactions contemplated herein with respect to the property, assets and undertaking of the Seller;

NOW THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller and the Purchaser agree as follows:

**ARTICLE 1**  
**INTERPRETATION**

**1.1 Defined Terms**

For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

*Handwritten initials/signature*



"Accounts Receivable" means all accounts receivable, accounts or monetary obligations owing to the Seller, including any security for payment and all related agreements;

"Act" means the *Canada Business Corporations Act* as in effect on the date hereof;

"Affiliate" has the meaning given to that term in the Act;

"Agreement" or "this Agreement" means this asset purchase agreement between the Purchaser and the Seller, including all exhibits and schedules and all amendments or restatements, as permitted;

"All Commercially Reasonable Efforts" means the efforts that a prudent person desirous of achieving a result would use in similar circumstances to achieve that result as expeditiously as possible;

"Assumed Contracts" means those Contracts listed in Schedule 1.1(a) as well as any such additional Contracts as may be agreed upon between the Seller and the Purchaser prior to the Closing;

"Assumed Liabilities" has the meaning set out in Section 2.3;

"Books and Records" means all information in any form relating to the Business, including books of account, financial and accounting information and records, personnel records, tax records, sales and purchase records, customer and supplier lists, lists of potential customers, referral sources, research and development reports and records, production reports and records, business reports, plans and projections, marketing and advertising materials and all other documents, files, correspondence and other information (whether in written, printed, electronic or computer printout form, or stored on computer discs or other data and software storage and media devices);

"Business" means the business of the Seller as carried on by the Seller which can be described as an online commerce site that allows consumers to purchase retail products or services via the internet or a mobile device at discounted prices;

"Business Day" means any day, other than a Saturday or a Sunday, on which commercial banks in Montréal, Québec are open for business during normal banking hours;

"CCAA" has the meaning set out in the preamble;

"CCAA Vesting Order" means the approval and vesting order by the Court pursuant to the CCAA of the purchase and sale transactions contemplated by this Agreement and the vesting in and to the Purchaser of the Purchased Assets, free and clear of and from any and all Encumbrances (other than Permitted Encumbrances);

"Closing" means the completion of the sale and purchase of the Purchased Assets and the assumption of the Assumed Liabilities pursuant to this Agreement on the Closing Date and

9/18

all other transactions contemplated by this Agreement that are to occur contemporaneously with the sale of the Purchased Assets and the assumption of the Assumed Liabilities;

"Closing Date" means the date that is one (1) Business Day following the date on which the CCAA Vesting Order is issued by the Court, or such other date as may be agreed to in writing by the parties;

"Consent" means any consent, approval or waiver required of another party or parties to a Contract in connection with the assignment of any Contract;

"Contract" means any agreement, contract, licence, undertaking, engagement or commitment of any nature, written or oral;

"Court" means the Superior Court of Québec (Commercial Division);

"Cure Costs" means the amount that must be paid, if any, in connection with the assignment and assumption of the Purchased Assets, including costs to cure monetary defaults thereunder that are required to be cured as a condition of such assignment, together with any such other reasonable costs required to obtain any Consent;

"Employees" means all individuals employed or retained by the Seller on a full-time, part-time or temporary basis, whether active or inactive (including on layoff status);

"Employee Plan" means the employee plan listed in Schedule 1.1(b) attached hereto;

"Employment Contracts" means any and all individual contracts between a Transferred Employee and the Seller;

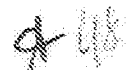
"Encumbrance" means any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement, security interest of any nature, adverse claim, exception, reservation, easement, encroachment, servitude, restriction on use, right of occupation, any matter capable of registration against title, option, right of first offer or refusal or similar right, restriction on voting (in the case of any voting or equity interest), right of pre-emption or privilege or any contract to create any of the foregoing, whether written or oral, or imposed by law, equity or otherwise;

"ETA" means Part IX of the *Excise Tax Act* (Canada), as amended from time to time;

"Excluded Assets" has the meaning set out in Section 2.2;

"Governmental Authority" means any domestic or foreign government, including any federal, provincial, state, territorial or municipal government and any government department, body, ministry, agency, tribunal, commission, board, court, bureau or other authority exercising or purporting to exercise executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government;

"GST" means the goods and services tax;



"HST" means the harmonized sales tax;

"Initial Order" has the meaning set out in the preamble;

"Intellectual Property" means all right, title and interest of the Seller in and to intellectual property of any nature owned or controlled by the Seller, including all trade names, business names, domain names, trademarks, proposed trademarks, certification marks, distinguishing guises, industrial designs, copyrights, formulae, processes, research data, technical expertise, technical data, know-how, trade secrets, inventions, patents, patent continuations, re-examinations, continuations-in-part, divisions, reissues, extensions whether domestic or foreign and whether registered or unregistered, and all applications for registration in respect of any of the aforesaid and any Software, owned by, licensed to or used by the Seller, including those listed on Schedule 1.1(c);

"Inventory" means all of the inventory of Seller including the inventory listed on Schedule 1.1(d);

"Monitor" has the meaning set out in the preamble;

"Parties" means Optifer and the Seller and any other Person who may become a party to this Agreement;

"Permitted Encumbrances" means the Encumbrances described in Schedule 1.1(e);

"Person" means any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity;

"Purchase Price" has the meaning set out in Section 2.5;

"Purchased Assets" has the meaning set out in Section 2.1;

"QST" means the Québec sale tax;

"Software" means all computer software and programs owned or licensed by the Seller (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs;

"Tax" and "Taxes" means any federal, provincial, territorial, state, local or foreign income, profits, gains, gross receipts, value added, corporation, land transfer, property, licence, payroll, franchise governmental plan premium or contribution, goods and services, harmonized sale, excise, customs, sales, use, capital, withholding or other tax, levy, duty, assessment, reassessment or other charge of any kind whatsoever, whether direct or indirect, including any interest and penalty or other addition to or on any of the foregoing, whether disputed or not, imposed by a Governmental Authority, including GST and QST;

"Tax Act" means the *Income Tax Act* (Canada), as amended from time to time;

"Time of Closing" means 10:00 a.m. (Montreal time) on the Closing Date, or such other time on the Closing Date as the Seller and the Purchaser may agree;

"Transferred Employees" has the meaning set out in Section 4.1;

"Transfer Taxes" has the meaning set out in Section 3.2; and

"Vacation Accrual Amount" has the meaning set out in Section 2.3(c).

1.2 Currency

Unless otherwise indicated, all dollar amounts in this Agreement are expressed in Canadian funds.

1.3 Sections and Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section, Exhibit or Schedule refers to the specified Article, Section, Exhibit or Schedule of or to this Agreement.

1.4 Number, Gender and Persons

In this Agreement, words importing the singular number only shall include the plural and *vice versa*, words importing gender shall include all genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities of any kind whatsoever.

1.5 Interpretation of Certain Non-Capitalized Terms

The words "including" and "includes", when used in this Agreement, mean "including, without limitation" and "includes, without limitation", respectively.

1.6 Legislation

A reference to any legislation or to any provision of any legislation shall include any amendment to, and any modification or re-enactment thereof, any legislative provision substituted therefore and all regulations and statutory instruments thereunder or pursuant thereto.

1.7 Time

Time shall be of the essence of this Agreement. Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends, and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

498

1.8 No Strict Construction

The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

1.9 Schedules

The following Schedules are attached to and form part of this Agreement:

|                 |   |                         |
|-----------------|---|-------------------------|
| Schedule 1.1(a) | - | Assumed Contracts       |
| Schedule 1.1(b) | - | Employee Plan           |
| Schedule 1.1(c) | - | Intellectual Property   |
| Schedule 1.1(d) | - | Inventory               |
| Schedule 1.1(e) | - | Permitted Encumbrances  |
| Schedule 2.1    | - | Purchased Assets        |
| Schedule 2.2    | - | Excluded Assets         |
| Schedule 2.3(b) | - | Cure Costs              |
| Schedule 2.3(c) | - | Vacation Accrual Amount |
| Schedule 4.1    | - | Transferred Employees   |

**ARTICLE 2**  
**PURCHASE AND SALE**

2.1 Purchased Assets

Subject to the provisions of this Agreement, the Seller agrees to sell, assign and transfer to the Purchaser at the Time of Closing, free and clear of all Encumbrances (other than Permitted Encumbrances), and the Purchaser agrees to purchase, acquire and accept all of the Seller's right, undertaking, title and interests in and to, the assets, properties and rights, of every kind and nature and wherever situated, of the Business other than the Excluded Assets (collectively, the "Purchased Assets"), including without limitation, the assets listed in Schedule 2.1 attached hereto.

2.2 Excluded Assets

Notwithstanding Section 2.1, the Purchased Assets shall not include the property and assets listed in Schedule 2.2 attached hereto (collectively, the "Excluded Assets").

2.3 Assumed Liabilities

Subject to the provisions of this Agreement, the Purchaser agrees, effective at the Time of Closing, to assume and be responsible for and thereafter honour, perform, discharge and pay as and when due only the following obligations and liabilities (collectively, the "Assumed Liabilities"):

- (a) all debts, liabilities and obligations under the Assumed Contracts arising or accruing after the Closing Date and not related to any default existing at, prior to or as a consequence of Closing;
- (b) all the Cure Costs listed on Schedule 2.3(b) and any such additional Cure Costs as may be agreed upon between the Seller and the Purchaser prior to the Closing;
- (c) any vacation accrual that may be owing to the Transferred Employees as set out in Schedule 2.3(c) (the "Vacation Accrual Amount")
- (d) all debts, liabilities and obligations in connection with the period on and after the Closing Date in respect of the Transferred Employees and all liabilities under or in respect of the Employee Plan; and
- (e) any Transfer Taxes payable by the Purchaser pursuant to Section 3.2.

**2.4 Excluded Liabilities**

Other than the Assumed Liabilities, the Purchaser will not assume or have any responsibility with respect to any of the obligations or liabilities of the Seller, whether or not incurred in connection with the Business or the Purchased Assets. Without limiting the generality of the foregoing, the Purchaser shall not assume and shall have no obligations in respect of any of the Excluded Assets, with respect to any express or implied warranties of the Seller or in respect of all debts or liabilities of the Seller for Taxes other than Transfer Taxes.

**2.5 Purchase Price**

The Purchase Price (the "Purchase Price") payable by the Purchaser to the Seller for the Purchased Assets, exclusive of all applicable Transfer Taxes, shall be equal to the aggregate dollar value of the items set forth in Sections 2.6(b)(i) and 2.6(b)(ii) together with the dollar value of the items set forth in Sections 2.3(a), 2.3(b) and 2.3(c). There shall be no adjustments to the Purchase Price.

**2.6 Satisfaction of Purchase Price**

The Purchase Price shall be paid and satisfied as follows at Closing:

- (a) by the Purchaser assuming the liabilities set forth in Sections 2.3(a), 2.3(b) and 2.3(c); and
- (b) by the Purchaser assuming the following obligations of the Seller towards 9523669 Canada Inc.:
  - (i) all of the outstanding obligations of the Seller as of the Closing Date pursuant to the secured debtor-in-possession credit facility entered into between the Seller and 9523669 Canada Inc. on March 20, 2016, as amended from time to time; and

- (ii) a portion, in the amount of \$6,200,000, of the amount of principal and interest owing by the Seller to 9523669 Canada Inc. pursuant to the Loan and Security Agreement dated as of September 5, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time) between the Seller and Silicon Valley Bank, which was assigned by Silicon Valley Bank to 9523669 Canada Inc. on March 24, 2016.

**2.7 Withholding**

Purchaser will be entitled to deduct and withhold from the consideration otherwise payable to or for the benefit of the Seller pursuant to or contemplated by this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under any provision of federal, provincial, state or local laws. Any amounts withheld in accordance with this Section 2.7 will be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

**2.8 Allocation of Purchase Price**

The Seller and the Purchaser agree to allocate the Purchase Price among the Purchased Assets no later than thirty (30) days after the Closing Date, and they shall report the sale and purchase of the Purchased Assets for all federal, provincial, state, local and foreign Tax purposes in a manner consistent with such allocation.

**2.9 No Agreement to Assign**

Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Assumed Contract or any right thereunder to the extent that such Assumed Contract is not assignable under any applicable law without the consent of any other party thereto where the consent of such Person has not been given or received. The Seller shall cooperate fully with the Purchaser and use All Commercially Reasonable Efforts to obtain consents to the assignment to and assumption by the Purchaser of the Assumed Contracts to which the Seller is a party.

**ARTICLE 3  
TAXES AND TAX ELECTIONS**

**3.1 ETA Election**

The Purchaser and the Seller shall, on the Closing Date, elect jointly under subsection 167(1) of the ETA and under any similar provision of any applicable provincial legislation, in the form prescribed for the purposes of each such provision, in respect of the sale and transfer of the Purchased Assets hereunder situated in Canada, and the Purchaser shall file such elections with Canada Revenue Agency and any other applicable Governmental Authorities within the time and in the manner required by the applicable law. The Purchaser shall indemnify and hold the Seller (and its respective shareholders, directors, officers and employees) harmless from and against any Taxes payable under the ETA or equivalent applicable provincial legislation

*48*

and any penalty or interest in respect thereof which may be payable by or assessed against the Seller as a result of or in connection with the Seller's failure to collect the applicable Taxes payable under the ETA or equivalent applicable provincial legislation on the sale of the Purchased Assets hereunder situated in Canada, including any such Taxes, penalties and interest arising as a result of any failure or refusal by any Governmental Authority to accept any such election or on the basis that such election was inapplicable, invalid or not properly made.

**3.2 Transfer Taxes**

Subject to the provisions of Section 3.1, the Purchaser shall be liable for and shall pay all federal and provincial sales Taxes (including any GST, QST and retail sales taxes) and all other similar Taxes and duties, fees or other like charges of any jurisdiction ("Transfer Taxes") properly payable in connection with the transfer of the Purchased Assets by the Seller to the Purchaser.

**3.3 Section 22 Tax Election**

The Purchaser and the Seller agree to elect jointly in the prescribed form under Section 22 of the Tax Act, and under the equivalent or corresponding provisions of any other applicable provincial legislation, and within the time period permitted under the Tax Act and under any other applicable provincial legislation, as to the sale of any Accounts Receivable and to designate in such election or elections an amount equal to the portion of the Purchase Price allocated to such assets pursuant to Section 2.8 as the consideration paid by the Purchaser therefor.

**ARTICLE 4  
EMPLOYEE MATTERS**

**4.1 Employees**

The Purchaser shall continue the employment of all Employees employed by the Seller immediately prior to the Closing Date which are listed on Schedule 4.1 attached hereto (the "Transferred Employees"), on terms and conditions which, in the aggregate for each such Employee, are comparable to the terms and conditions of their employment with the Seller immediately prior to the Closing Date and shall recognize for all purposes the years of service of Transferred Employees recognized by the Seller as set forth in Schedule 4.1 attached hereto.

**ARTICLE 5  
CLOSING AND CLOSING CONDITIONS**

**5.1 Transfer**

Subject to compliance with the terms and conditions hereof, the transfer of possession of the Purchased Assets and the assumption of the Assumed Liabilities shall be deemed to take effect as at the Time of Closing. The Closing shall take place at the Montreal offices of Stikeman Elliott LLP.





5.2 Closing Deliveries by Seller

Purchaser: At the Closing Date, the Seller shall deliver or cause to be delivered to the

- (a) customary deeds, assignments, bills of sale and other conveyancing documents, to be settled between counsel for the Seller and counsel for the Purchaser, sufficient to transfer the various categories of Purchased Assets;
- (b) an assignment and assumption agreement in respect of the Assumed Contracts;
- (c) Consents in respect of Assumed Contracts, if any;
- (d) specific assignments of all the right, title and interest of the Seller in and to the Intellectual Property as may be required for registration purposes;
- (e) the elections referred to in Section 3.1 and 3.3;
- (f) a receipt for the Purchase Price;
- (g) originals of the Books and Records;
- (h) a copy of the CCAA Vesting Order; and
- (i) any other documents required pursuant to this Agreement in form and substance satisfactory to the Purchaser and the Seller, each acting reasonably.

5.3 Closing Deliveries by the Purchaser

At the Closing Date, the Purchaser shall deliver:

- (a) the Purchase Price;
- (b) customary deeds, assignments, bills of sale and other conveyancing documents to which the Purchaser is a party, to be settled between counsel for the Seller and counsel for the Purchaser, sufficient to transfer the various categories of Purchased Assets;
- (c) an assignment and assumption agreement in respect of the Assumed Contracts;
- (d) a copy certified by a senior officer of the Purchaser of the articles and by-laws of the Purchaser and the resolution of the Purchaser's directors approving the subject matter of this Agreement;
- (e) a receipt for the Purchased Assets acknowledging the purchase of the Purchased Assets pursuant to this Agreement;

4/8

- (f) payment of all Transfer Taxes required to be paid on the Closing Date pursuant to applicable law, if any, payable pursuant to Section 3.2, and the elections referred to in Section 3.1 and 3.3; and
- (g) any other documents required pursuant to this Agreement in form and substance satisfactory to the Purchaser and the Seller, each acting reasonably.

**5.4 Conditions of Closing in Favour of the Purchaser**

The sale and purchase of the Purchased Assets and the assumption of the Assumed Liabilities is subject to the following terms and conditions for the exclusive benefit of the Purchaser to be performed or fulfilled at or prior to the Time of Closing and which may be waived in whole or in part by the Purchaser at any time:

- (a) Representations and Warranties. The representations and warranties of the Seller contained in this Agreement shall be true and correct at the Time of Closing;
- (b) Covenants. All of the terms, covenants and conditions of this Agreement to be complied with or performed by the Seller at or before the Time of Closing shall have been complied with or performed in all material respects;
- (c) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Governmental Authority to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities contemplated hereby;
- (d) Injunctions. There shall be in effect no injunction against closing the transactions contemplated by this Agreement entered by a court of competent jurisdiction;
- (e) Documents. The Seller shall have delivered the documents referred to in Section 5.2; and
- (f) Consents. The Purchaser shall have received Consents in respect of all material Assumed Contracts.

**5.5 Conditions of Closing in Favour of the Seller**

The sale and purchase of the Purchased Assets and the assumption of the Assumed Liabilities is subject to the following terms and conditions for the exclusive benefit of the Seller, to be performed or fulfilled at or prior to the Time of Closing and which may be waived in whole or in part by the Seller at any time:

- (a) Representations and Warranties. The representations and warranties of the Purchaser contained in this Agreement shall be true and correct at the Time of Closing;

*Handwritten initials/signature*

- (b) Covenants. All of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser at or before the Time of Closing shall have been complied with or performed in all material respects;
- (c) Documents. The Purchaser shall have made the payments and delivered the documents referred to in Section 5.3.

5.6 Other Conditions of Closing

The sale and purchase of the Purchased Assets is subject to the following additional terms and conditions to be performed or fulfilled at or prior to the Time of Closing:

- (a) no provision of any applicable Law and no judgment, injunction, order or decree that prohibits any of the transactions contemplated by this Agreement shall be in effect;
- (b) the CCAA Vesting Order shall have been issued and entered and shall be executory notwithstanding appeal and not be the object of any appeal or motion seeking permission to appeal and the operation and effect of such order shall not have been stayed, amended, modified, reversed or dismissed at the Time of Closing; and
- (c) this Agreement shall not have been terminated in accordance with its terms.

5.7 Risk of Loss

The Purchased Assets shall be at the risk of the Seller until the Closing Date. If before the Closing Date, all or any material part of the Purchased Assets are lost, damaged or destroyed or are appropriated, expropriated or seized by any Governmental Authority then the Purchaser shall have the option:

- (a) to terminate this Agreement forthwith upon written notice to the Seller to such effect; or
- (b) to complete the transactions contemplated by this Agreement, on Closing, and:
  - (i) reduce the Purchase Price by an amount equal to the cost of repair, or, if destroyed or damaged beyond repair, by an amount equal to the replacement cost of the assets forming part of the Purchased Assets so damaged or destroyed, provided that any proceeds of insurance paid to the Purchaser in respect of such destruction or damage be paid to the Seller immediately upon receipt thereof by the Purchaser; or
  - (ii) not reduce the Purchase Price and require the Seller to assign to the Purchaser the proceeds of any insurance payable as a result of the occurrence of such loss, damage or destruction and to reduce the Purchase Price by the amount of the replacement cost of the Purchase Assets which

4/45

were lost, damaged or destroyed less the amount of any proceeds of insurance payable as a result of the occurrence.

**ARTICLE 6**  
**REPRESENTATIONS AND WARRANTIES OF SELLER**

The Seller represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with its purchase of the Purchased Assets:

**6.1           Residency**

The Seller is not a non-resident of Canada for the purposes of the Tax Act.

**6.2           Tax Registration Numbers**

The Seller's GST and QST registration numbers will be provided at least three (3) Business Days before the Closing Date.

**6.3           Brokers or Finders**

There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of the Seller.

**ARTICLE 7**  
**REPRESENTATIONS AND WARRANTIES OF PURCHASER**

The Purchaser represents and warrants to the Seller as follows and acknowledges and confirms that the Seller is relying on such representations and warranties in connection with the sale of the Purchased Assets:

**7.1           Organization**

The Purchaser is validly existing under the laws of Canada and has the corporate power to enter into this Agreement and to perform its obligations hereunder.

**7.2           Authorization**

This Agreement has been duly authorized, executed and delivered by the Purchaser and is a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser by the Seller in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.



**7.3**            **No Violation**

The execution and delivery of this Agreement by the Purchaser and the consummation of the transactions herein provided for will not result in the violation of, or constitute a default under, or conflict with or cause the acceleration of any obligation of the Purchaser under: (a) any material contract to which the Purchaser is a party or by which it is bound; (b) any provision of the constating documents or by-laws or resolutions of the board of directors (or any committee thereof) or shareholders of the Purchaser; or (c) any applicable law, statute, ordinance, regulation or rule.

**7.4**            **Consents and Approvals**

There is no requirement for the Purchaser to make any filing with, give any notice to or obtain any licence, permit, certificate, registration, authorization, consent or approval of, any Governmental Authority as a condition to the lawful consummation of the transactions contemplated by this Agreement.

**7.5**            **Tax Registration Numbers**

The Purchaser's GST and QST registration numbers will be provided at least three (3) Business Days before the Closing Date.

**7.6**            **Funding**

The Purchaser will have sufficient liquid assets available to the Purchaser to pay the Purchase Price on the Closing Date.

**7.7**            **Brokers or Finders**

There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of the Purchaser.

**ARTICLE 8**  
**COVENANTS**

**8.1**            **Covenants of the Seller**

The Seller covenants and agrees with the Purchaser as follows:

- (a) until the Time of Closing, it shall furnish the Purchaser and its representatives reasonable access to the Business and the Employees, customers and suppliers and the Purchased Assets at all times during normal business hours, as well as such information within the possession or control of the Seller regarding the Business as the Purchaser and its representatives may reasonably request;

498

- (b) until the Time of Closing, it shall cause to be maintained in full force all policies and contracts of insurance that are now in effect (or renewals thereof, to the extent available at reasonable cost) and under which it, the Business or any of the Purchased Assets are insured;
- (c) until the Time of Closing, it shall preserve the Business and the Purchased Assets and continue to conduct the Business in accordance with generally accepted industry practices having regard to the interests of the Purchaser under this Agreement; and
- (d) it shall use All Commercially Reasonable Efforts to fulfill the conditions set out in Section 5.4 of this Agreement, and shall cooperate with the Purchaser in its efforts to cause the satisfaction of the conditions set out in Sections 5.5 and 5.6 of this Agreement.

8.2 Covenants of the Purchaser

The Purchaser covenants and agrees with the Seller as follows:

- (a) it shall use All Commercially Reasonable Efforts to fulfill the conditions set out in Section 5.5 of this Agreement and shall cooperate with the Seller in its efforts to cause the satisfaction of the conditions set out in Sections 5.4 and 5.6 of this Agreement; and
- (b) for a period of six (6) years following the Closing Date, or such longer period as may be required by law, it shall retain and use reasonable care to preserve the Books and Records and to permit the Seller and its representatives and successors and assigns and any monitor or trustee in bankruptcy of the Seller access to, and to make copies of (at their expense), such Books and Records as any of such Persons may reasonably request.

ARTICLE 9  
AS IS, WHERE IS SALE

9.1 "As is, Where is"

The Purchaser acknowledges that the Seller is selling the Purchased Assets on an "as is, where is" basis as they shall exist on the Closing Date and that, as of the date of this Agreement, the Purchaser has completed all of its due diligence in respect of the transactions contemplated by this Agreement and has satisfied itself in all respects as to the Purchased Assets, the Business and the Assumed Liabilities. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Civil Code of Quebec* or similar legislation in other jurisdictions do not apply hereto and have been waived by the Purchaser. Unless specifically stated herein, no representation, warranty or condition, whether statutory, express or implied, oral or written, legal, equitable, conventional, collateral or otherwise, is being given in this Agreement or in any instrument furnished in connection with this

Agreement as to title, outstanding liens, encumbrances, description, merchantability, value, suitability or marketability thereof or in respect of any other matter or thing whatsoever, including the right, title and interest of the Seller, if any, therein. The Purchaser shall be deemed to have relied entirely on its own inspection and investigation in proceeding with the transactions contemplated hereunder.

**ARTICLE 10**  
**TERMINATION**

**10.1**            **Termination of Agreement**

This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing Date:

- (a) by the Purchaser,
  - (i) if any of the conditions contained in Sections 5.4 or 5.6 shall not be performed or fulfilled at or prior to the Time of Closing to the satisfaction of the Purchaser, acting reasonably, or otherwise waived by the Purchaser; or
  - (ii) pursuant to Section 5.7(a), if before the Closing Date, all or any material part of the Purchased Assets are lost, damaged or destroyed,  
  
in which case, the Purchaser may, by notice to the Seller, terminate this Agreement and the obligations of the Seller and the Purchaser under this Agreement shall be terminated; or
- (b) by the Seller, if any of the conditions contained in Sections 5.5 or 5.6 shall not be performed or fulfilled at or prior to the Time of Closing to the satisfaction of the Seller, acting reasonably, or otherwise waived by the Seller, in which case, the Seller may, by notice to the Purchaser, terminate this Agreement and the obligations of the Seller and the Purchaser under this Agreement shall be terminated;
- (c) by either party if the Closing has not occurred by the end of the day on June 1, 2016, provided that a party may not terminate this Agreement under this Section 10.1(c) if it has failed to perform any one or more of its material obligations or covenants under this Agreement to be performed at or prior to Closing and the Closing has not occurred because of such failure; or
- (d) by the mutual consent of the Parties.

✓ C/S

**ARTICLE 11**  
**MISCELLANEOUS**

**11.1**        **Notices**

(a) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by telecopy, e-mail, or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:

(i) if to the Seller:

7098961 Canada Inc.  
950 Hodge Street  
Saint-Laurent, Quebec H4N 2B3

Attention:            Yona Shtern  
E-Mail:                yona@beyondtherack.com

and a copy to:

Stikeman Elliott LLP  
1155 René Lévesque West, 40<sup>th</sup> floor  
Montreal, Quebec H3B 3V2

Attention:            Guy P. Martel  
E-Mail:                gmartel@stikeman.com

(ii) if to the Purchaser:

9721444 Canada Inc.  
5440 Pare Street  
Mount-Royal, Quebec H4P 1R3

attention:            Nonu Ifergan  
e-mail:                papy@aspexeyewear.com

c/o Kugler Kandestin LLP  
1 Place Ville Marie, Suite 2101  
Montreal, Quebec H3B 2C6

Attention:            Gordon Levine  
E-Mail:                glevine@kklex.com

*48*



(b) Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day or if delivery or transmission is made on a Business Day after 5:00 p.m. at the place of receipt, then on the next following Business Day) or, if mailed, on the third (3<sup>rd</sup>) Business Day following the date of mailing; provided, however, that if at the time of mailing or within three (3) Business Days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid.

Either party may at any time change its address for service from time to time by giving notice to the other party in accordance with this Section 11.1.

#### 11.2 Further Assurances

Each party to this Agreement covenants and agrees that it will at all times after the Closing Date, at the expense of the requesting party, promptly execute and deliver all such documents, including all such additional conveyances, transfers, consents and other assurances and do all such other acts and things as the other party, acting reasonably, may from time to time request be executed or done in order to better evidence or perfect or effectuate any provision of this Agreement or of any agreement or other document executed pursuant to this Agreement or any of the respective obligations intended to be created hereby or thereby.

#### 11.3 Survival

Except as otherwise expressly set out herein, the representations and warranties of the parties contained in this Agreement shall merge on the closing of the transactions herein on the Closing Date, and the covenants of the parties contained herein to be performed after the Closing Date shall survive the closing of the transactions herein and remain in full force and effect.

#### 11.4 Expenses

Except as otherwise expressly provided herein, all costs and expenses incurred in connection with the negotiation and execution of this Agreement and in closing and carrying out the transactions contemplated hereby shall be paid by the party incurring such cost or expense.

#### 11.5 Paramourncy

In the event of any conflict or inconsistency between the provisions of this Agreement and any other document or instrument executed or delivered in connection with the transactions herein or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

#### 11.6 Commission

The Purchaser agrees to indemnify the Seller against any claim for compensation or commission by any third party or agent retained by the Purchaser in connection with, or in

*198*

contemplation of, the transactions herein and the Seller agrees to indemnify the Purchaser for any third party or agent or broker fees or other commissions payable by the Seller on the Purchase Price or otherwise, including those incurred by the Seller in connection with the transactions contemplated herein.

11.7 Amendment and Waivers

No amendment or waiver of any provision of this Agreement shall be binding on either party unless consented to by such party in a writing specifically referencing the provision waived.

11.8 Counterparts

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts, with the same effect as if all parties had signed and delivered the same document, and all counterparts shall be construed together to be an original and will constitute one and the same agreement. Execution and delivery of this Agreement may be made and evidenced by facsimile or other electronic transmission.

11.9 Entire Agreement

This Agreement together with the Exhibits and Schedules hereto and the other documents executed in connection herewith embody the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior oral or written agreements and understandings relating to the subject matter hereof. There are no promises, conditions, representations, warranties, covenants, understandings or other agreements of any kind, oral or written, express, implied or collateral, between the parties in connection with the subject matter of this Agreement except as expressly set out herein and in any other documents executed in connection herewith. Any cost estimates, projections or other predictions contained in or referred to in any other material that has been provided to the Purchaser or its agents, advisors, employees or representatives are not and shall not be deemed to be representations or warranties of the Seller, or any of its agents, advisors, employees or representatives.

11.10 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

11.11 Applicable Law

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Quebec and the federal laws of Canada applicable therein, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

11.12 English Language

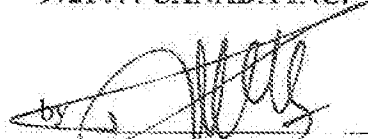
The parties hereto acknowledge that they have requested and consented that this Agreement as well as any other documents relating to it be drawn up in English only. *Les parties aux présentes reconnaissent avoir exigé et consenti à ce que cette convention de même que tous les documents s'y rattachant soient rédigés en anglais seulement.*

*[Signature Page Follows]*

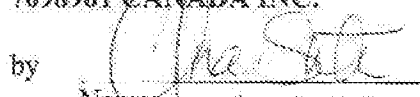
4/8

IN WITNESS WHEREOF this Agreement has been executed by the parties on the date first written above.

9721444 CANADA INC.

by   
Name: Nou J. Perjan  
Title: President

7098961 CANADA INC.

by   
Name: Yousha S. Perjan  
Title: CO

Schedule 1.1(c)

Intellectual Property

(a) Trademarks: All trademarks registered in the name of Seller and trademark applications, including the following:

Canada

| Trade-mark  | Status                   | Number               | Filing Date               | Owner                               |
|---|--------------------------|----------------------|---------------------------|-------------------------------------|
| BEYOND THE RACK   | Registered<br>2014-09-02 | 1459982<br>TMA885117 | 2009-11-20                | Beyond the Rack<br>Enterprises Inc. |
| CLIQUESAVE  | Abandoned<br>2011-12-20  | 1487058              | 2010-07-23                | Beyond the Rack<br>Enterprises Inc. |
| Beyond the Rack   | Registered<br>2013-11-19 | 1546128<br>TMA865511 | 2011-10-03                | Beyond the Rack<br>Enterprises Inc. |
| ALEXIS HARRISON   | Allowed<br>2014-09-05    | 1572968              | 2012-04-12                | Beyond the Rack<br>Enterprises Inc. |
| SAMANTHA<br>MADISON   | Abandoned<br>2013-06-26  | 1572969              | 2012-04-12                | Beyond the Rack<br>Enterprises Inc. |
| SERGIO BARI   | Abandoned<br>2013-06-26  | 1572974              | 2012-04-12                | Beyond the Rack<br>Enterprises Inc. |
| Palazzo Portofino   | Approved<br>2015-03-26   | 1572975              | 2012-04-12                | Beyond the Rack<br>Enterprises Inc. |
| Maison Grande Luxe  | Registered<br>2014-10-07 | TMA887540            | 2012-04-12                | Beyond the Rack<br>Enterprises Inc. |
| SAMPLE ROW  | Abandoned<br>2013-08-21  | 1587236              | 2012-07-23                | Beyond the Rack<br>Enterprises Inc. |
| MY CURVY CLOSET   | Registered<br>2013-11-20 | 1596601<br>TMA865523 | 2012-10-02                | Beyond the Rack<br>Enterprises Inc. |
| <br>("BTR Logo") | Examined<br>2014-04-01   | 1635521              | 2013-07-17                | Beyond the Rack<br>Enterprises Inc. |
| ROWNINE   | Registered<br>2013-07-31 | 1469044<br>TMA856627 | Filing Date<br>2010-02-10 | Beyond the Rack<br>Enterprises Inc. |

*Handwritten signature or initials*

| Trade-mark                        | Status                   | Number  | Filing Date | Owner                               |
|-----------------------------------|--------------------------|---------|-------------|-------------------------------------|
| SOFIANE<br>("SOFIANE (Stylized)") | Advertised<br>2015-05-07 | 1600264 | 2012-10-30  | Beyond the Rack<br>Enterprises Inc. |
| WINNINGTON                        | Examined<br>2013-05-07   | 1600257 | 2012-10-30  | Beyond the Rack<br>Enterprises Inc. |
| BTR DIRECT                        | Examined<br>2014-06-02   | 1666870 | 2014-03-07  | Beyond the Rack<br>Enterprises Inc. |


United States

| Trade-mark         | Status                   | Number                  | Filing Date | Class:<br>Goods/Services  | Owner   |
|--------------------|--------------------------|-------------------------|-------------|---|---|
| BEYOND THE<br>RACK | Registered               | 76/702,565<br>4,373,958 | 2010-04-16  | Class 35: Online retail services, namely, the bringing together of a variety of brand-named goods, namely, women's, men's and boys' luxury and fashion clothing, apparel, footwear, headwear, accessories, jewelry, cosmetics, personal care products, domestic accessories, home appliances, electronics and related goods sold at discount prices, for a series of limited time sales of such brand-named goods generally lasting 48 hours or less. | Beyond the Rack<br>Enterprises Inc.<br>following an<br>assignment from<br>7525419 Canada<br>Inc. dated as of<br>October 9, 2012 |
| MY CURVY<br>CLOSET | Registered<br>2014-04-08 | 85/851,377<br>4,509,247 | 2013-02-15  | Class 35: Online retail store services featuring clothing, footwear and fashion accessories; online retail store services featuring plus size   | Beyond the Rack<br>Enterprises Inc.   |

4/18

|   |   |                         |            |  |                                  |
|---|---|-------------------------|------------|--|----------------------------------|
|   |   |                         |            | clothing, footwear and fashion accessories.<br><u>Class 45</u> : Providing information to others in the field of fashion via a website.  |                                  |
| ROWNINE                                       | Registered  | 86/079,848<br>4,529,373 | 2013-10-01 | <u>Class 35</u> : Online retail store services in the field of watches, jewelry and accessories, namely, pens, cufflinks, handbags, sunglasses, leather goods, luggage, scarves, and belts.  | Beyond the Rack Enterprises Inc. |
| <b>SOFLINE</b><br>("SOFLANE (Stylized Form)") | An Office action suspending further action on the application has been sent (issued) to the applicant. 2013- 07- 03 | 85/783,322              | 2012-11-19 | <u>Class 14</u> : jewelry organizer cases<br><u>Class 18</u> : luggage<br><u>Class 20</u> : home organization goods, namely, closet organization systems made of wood, closet organization systems made of metal, closet organization systems made of fabric, storage boxes made of plastic, storage boxes made of fabric, shoe racks, hangers for clothes<br><u>Class 24</u> : linens, namely, bed linens, bedding, sheets, sheet sets, and towels; duvets; pillows; comforters and comforter sets<br><u>Class 25</u> : ladies apparel, namely, shirts, dresses, skirts, jackets, outerwear, coats, shorts and pants, intimate apparel, footwear; | Beyond the Rack Enterprises Inc. |

4/8

|   |   |            |            |   |                                  |
|---|---|------------|------------|---|----------------------------------|
|   |   |            |            | men's apparel, namely, shirts, jackets, coats, outerwear, shorts and pants, footwear  |                                  |
| WINNINGTON  | An Office action suspending further action on the application has been sent (issued) to the applicant. 2013-07-03 | 85/783,315 | 2012-11-19 | <p><u>Class 14</u>: jewelry organizer cases</p> <p><u>Class 18</u>: luggage</p> <p><u>Class 20</u>: home organization goods, namely, closet organization systems made of wood, closet organization systems made of metal, closet organization systems made of fabric, storage boxes made of plastic, storage boxes made of fabric, shoe racks, hangers for clothes</p> <p><u>Class 24</u>: linens, namely, bed linens, bedding, sheets, sheet sets, and towels; duvets; pillows; comforters and comforter sets</p> <p><u>Class 25</u>: ladies apparel, namely, shirts, dresses, skirts, jackets, outerwear, coats, shorts and pants, intimate apparel, footwear; men's apparel, namely, shirts, jackets, coats, outerwear, shorts and pants, footwear</p> | Beyond the Rack Enterprises Inc. |
| <br>("BTR Logo") | An Office action suspending further action on the application has been  | 86/100,666 | 2013-10-24 | <u>Class 35</u> : online retail services, namely the bringing together of a variety of brand-named goods, namely women's, men's and boys' luxury and fashion clothing,  |                                  |

4/8



|  |   |  |  |   |  |
|--|---|--|--|---|--|
|  | <p>sent<br/>(issued) to<br/>the<br/>applicant.<br/>2014-01-21</p> |  |  | <p>apparel, footwear,<br/>headwear, accessories,<br/>jewellery, cosmetics,<br/>personal care<br/>products, domestic<br/>accessories, home<br/>appliances, electronics<br/>and related goods sold<br/>at discount prices,<br/>enabling customers to<br/>conveniently view and<br/>purchase those goods<br/>from a general<br/>merchandise Internet<br/>website; retail<br/>services, namely the<br/>bringing together of a<br/>variety of brand-<br/>named goods, namely<br/>women's, men's and<br/>boys' luxury and<br/>fashion clothing,<br/>apparel, footwear,<br/>headwear, accessories,<br/>jewellery, cosmetics,<br/>personal care<br/>products, domestic<br/>accessories, home<br/>appliances, electronics<br/>and related goods sold<br/>at discount prices,<br/>enabling customers to<br/>conveniently view and<br/>purchase those goods;<br/>online retail services<br/>featuring general<br/>consumer<br/>merchandise, namely,<br/>clothing, apparel,<br/>footwear, headwear,<br/>accessories, jewelry,<br/>cosmetics, personal<br/>care products,<br/>domestic accessories,<br/>home appliances,<br/>electronics, bath and</p> |  |
|--|---|--|--|---|--|

48

|            |   |            |            |   |                                  |
|------------|---|------------|------------|---|----------------------------------|
|            |   |            |            | body products, bath accessories, bath towels, cookware, kitchen utensils, dinnerware, housewares, furniture, bedding, art, luggage, rugs. |                                  |
| BTR DIRECT | A non-final Office action has been sent (issued) to the applicant. 2014-07-08 | 86/236,534 | 2014-03-30 | Class 39: Delivery services, namely, shipping and delivery of general consumer goods; online shopping services                            | Beyond the Rack Enterprises Inc. |

(b) Domain Names:

| DomainName                         | TLD   | ExpirationDate |
|------------------------------------|-------|----------------|
| 2MYVANITY.CA                       | .ca   | 06/11/2015     |
| 2MYVANITY.COM                      | .com  | 06/11/2017     |
| BEYONDDARACK.CA                    | .ca   | 15/08/2016     |
| BEYONDDARACK.COM                   | .com  | 15/08/2016     |
| BEYONDTHARACK.CA                   | .ca   | 15/08/2016     |
| BEYONDTHARACK.COM                  | .com  | 15/08/2016     |
| beyondtherack.xxx                  | .xxx  | 22/06/2016     |
| BEYONDHERACKCOMPLAINTS.CA          | .ca   | 09/04/2017     |
| BEYONDHERACKCOMPLAINTS.COM         | .com  | 09/04/2017     |
| BEYONDHERACKCUSTOMERCOMPLAINT.CA   | .ca   | 09/04/2017     |
| BEYONDHERACKCUSTOMERCOMPLAINT.COM  | .com  | 09/04/2017     |
| BEYONDHERACKCUSTOMERCOMPLAINTS.CA  | .ca   | 09/04/2017     |
| BEYONDHERACKCUSTOMERCOMPLAINTS.COM | .com  | 09/04/2017     |
| BEYONDHERACKOUTLET.CA              | .ca   | 11/07/2016     |
| BEYONDHERACKOUTLET.COM             | .com  | 11/07/2016     |
| BEYONDHERACKREVIEW.CA              | .ca   | 09/04/2016     |
| BEYONDHERACKREVIEW.COM             | .com  | 09/04/2016     |
| BEYONDHERACKSCAM.CA                | .ca   | 09/04/2016     |
| BEYONDHERACKSCAM.COM               | .com  | 09/04/2016     |
| btr.xxx                            | .xxx  | 22/06/2016     |
| BTRDEV.COM                         | .com  | 15/07/2016     |
| BTRMODELSEARCH.COM                 | .com  | 09/04/2016     |
| BTRMODELSEARCH.INFO                | .info | 09/04/2016     |

9/8

|                       |       |            |
|-----------------------|-------|------------|
| BTRMODELSEARCH.NET    | .net  | 09/04/2016 |
| BTRMODELSEARCH.ORG    | .org  | 09/04/2016 |
| BTROUTLET.CA          | .ca   | 11/07/2016 |
| BTROUTLET.COM         | .com  | 11/07/2016 |
| BTRTECH.CA            | .ca   | 04/01/2017 |
| BTRTECH.COM           | .com  | 04/01/2017 |
| BTRTECH.INFO          | .info | 04/01/2017 |
| BTRTECH.NET           | .net  | 04/01/2017 |
| BTRTECH.ORG           | .org  | 04/01/2017 |
| BTRTRAVEL.CA          | .ca   | 12/11/2016 |
| BTRTRAVEL.COM         | .com  | 12/11/2016 |
| CLIQUESAVE.CA         | .ca   | 08/05/2017 |
| MYCURVYCLOSET.CA      | .ca   | 15/08/2016 |
| MY-CURVY-CLOSET.CA    | .ca   | 15/08/2016 |
| MYCURVYCLOSET.COM     | .com  | 15/08/2016 |
| MY-CURVY-CLOSET.COM   | .com  | 15/08/2016 |
| MYCURVYCLOSET.MOBI    | .mobi | 15/08/2016 |
| MY-CURVY-CLOSET.MOBI  | .mobi | 15/08/2016 |
| MYCURVYCLOSET.NET     | .net  | 15/08/2016 |
| MY-CURVY-CLOSET.NET   | .net  | 15/08/2016 |
| MYCURVYCLOSETS.CA     | .ca   | 15/08/2016 |
| MY-CURVY-CLOSETS.CA   | .ca   | 15/08/2016 |
| MYCURVYCLOSETS.COM    | .com  | 15/08/2016 |
| MY-CURVY-CLOSETS.COM  | .com  | 15/08/2016 |
| MYCURVYCLOSETS.MOBI   | .mobi | 15/08/2016 |
| MY-CURVY-CLOSETS.MOBI | .mobi | 15/08/2016 |
| MYCURVYCLOSETS.NET    | .net  | 15/08/2016 |
| MY-CURVY-CLOSETS.NET  | .net  | 15/08/2016 |
| MYSECRETVANITY.COM    | .com  | 17/10/2016 |
| VANITYCIRCLE.CA       | .ca   | 06/11/2015 |
| VANITYCIRCLE.COM      | .com  | 06/11/2017 |
| VANITYCIRCLE.INFO     | .info | 06/11/2017 |
| VANITYCIRCLE.NET      | .net  | 06/11/2017 |
| VANITYCIRCLE.ORG      | .org  | 06/11/2017 |
| VOYAGESBTR.CA         | .ca   | 12/11/2016 |
| VOYAGESBTR.COM        | .com  | 12/11/2016 |

| Domain Name        | Account No. | Auto Renew | Expiration Date |
|--------------------|-------------|------------|-----------------|
| atopsecret.com     | #           | On         | 29/04/2017      |
| atopsecret.info    | #           | On         | 08/04/2017      |
| atopsecret.net     | #           | On         | 29/04/2017      |
| beyondthecrack.com | #           | On         | 02/02/2017      |

4/5

|                       |   |     |            |
|-----------------------|---|-----|------------|
| beyondthediscount.com | # | On  | 20/07/2016 |
| beyondtherack.biz     | # | On  | 14/12/2016 |
| beyond-the-rack.biz   | # | On  | 06/12/2016 |
| beyondtherack.bz      | # | On  | 14/12/2016 |
| beyondtherack.co      | # | On  | 20/07/2016 |
| beyond-the-rack.co    | # | On  | 06/12/2016 |
| beyondtherack.com     | # | On  | 03/09/2016 |
| beyond-the-rack.com   | # | On  | 20/07/2016 |
| beyondtherack.info    | # | On  | 14/12/2016 |
| beyond-the-rack.info  | # | On  | 06/12/2016 |
| beyond-the-rack.me    | # | On  | 06/12/2016 |
| beyondtherack.mobi    | # | On  | 14/12/2016 |
| beyond-the-rack.mobi  | # | On  | 06/12/2016 |
| beyondtherack.net     | # | On  | 15/12/2016 |
| beyond-the-rack.net   | # | On  | 06/12/2016 |
| beyondtherack.org     | # | On  | 15/12/2016 |
| beyond-the-rack.org   | # | On  | 06/12/2016 |
| beyondtherack.tel     | # | On  | 14/12/2016 |
| beyondtherack.tv      | # | On  | 14/12/2016 |
| beyondtherack.us      | # | On  | 14/12/2016 |
| beyond-the-rack.us    | # | On  | 06/12/2016 |
| beyondtherack.us.com  | # | On  | 14/12/2016 |
| beyondtherack.ws      | # | On  | 14/12/2016 |
| btr.com               | # | Off | 15/01/2019 |
| btrackmail.com        | # | On  | 30/03/2020 |
| btrcity.com           | # | On  | 03/05/2016 |
| btrgirl.com           | # | On  | 20/07/2016 |
| btrhome.com           | # | On  | 20/07/2016 |
| btrman.com            | # | On  | 20/07/2016 |
| buyclique.biz         | # | On  | 03/05/2020 |
| buyclique.com         | # | On  | 03/05/2020 |
| buyclique.info        | # | On  | 03/05/2020 |
| buyclique.net         | # | On  | 03/05/2020 |
| buyclique.org         | # | On  | 03/05/2020 |
| buyclique.us          | # | On  | 03/05/2020 |
| cliquesave.co         | # | On  | 20/07/2016 |
| cliquesave.co.uk      | # | On  | 05/05/2016 |
| cliquesave.com        | # | On  | 05/05/2016 |
| cliquesave.info       | # | On  | 05/05/2016 |
| cliquesave.mobi       | # | On  | 05/05/2016 |
| cliquesave.net        | # | On  | 05/05/2016 |
| cliquesave.tv         | # | On  | 05/05/2016 |
| cliquesave.us         | # | On  | 05/05/2016 |

4/5

|                          |   |    |            |
|--------------------------|---|----|------------|
| joinmydeals.com          | # | On | 03/05/2016 |
| joinmydeals.net          | # | On | 03/05/2016 |
| joinmydeals.org          | # | On | 03/05/2016 |
| joinmydeals.us           | # | On | 03/05/2016 |
| joinourdeals.biz         | # | On | 03/05/2016 |
| joinourdeals.com         | # | On | 03/05/2016 |
| joinourdeals.net         | # | On | 03/05/2016 |
| joinourdeals.us          | # | On | 03/05/2016 |
| rubeyondtherack.com      | # | On | 28/02/2017 |
| rubtr.com                | # | On | 28/02/2017 |
| thetopsecret.com         | # | On | 29/08/2016 |
| thetopsecret.tv          | # | On | 17/06/2017 |
| thetopsecretalerts.com   | # | On | 22/05/2019 |
| thetopsecretitem.com     | # | On | 10/12/2016 |
| topsecretitem.com        | # | On | 10/12/2016 |
| topsecretprivatesale.com | # | On | 18/05/2017 |

(c) Licensed Software: All rights to use the following software:

- (i) Netsuite
- (ii) Strongview
- (iii) Rich Relevance
- (iv) Return Path
- (v) Amazon AWS
- (vi) Akami
- (vii) Canlogixs
- (viii) Microsoft Office
- (ix) In Contact
- (x) Mobify

(d) Source Codes. On our servers in our office and in AWS cloud (servers in the east region - north Virginia)

\*\*\*

*4/8*