

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530643

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Business Development Bank of Canada		05/23/2019	Corporation:

RECEIVING PARTY DATA

Name:	Solis Foods Corporation Inc.
Street Address:	79 Easton Road
City:	Brantford, Ontario
State/Country:	CANADA
Postal Code:	N3P 1J4
Entity Type:	Corporation: CANADA
Name:	The Vivian Group Inc.
Street Address:	79 Easton Road
City:	Brantford, Ontario
State/Country:	CANADA
Postal Code:	N3P 1J4
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4893251	ALL THE GOODNESS UNDER THE SUN
Registration Number:	4792689	COUNTRY MILL BAKEHOUSE
Registration Number:	5066651	SOGLUTENFREE
Registration Number:	4464608	SOLIS
Serial Number:	86812368	SOSAVOURY
Registration Number:	3646220	SOSENSIBLE
Serial Number:	86812396	SOSWEET
Registration Number:	4920344	SOVEGAN
Serial Number:	87344637	CORN+

CORRESPONDENCE DATA

Fax Number: 5197432540

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 5195933277
Email: tnahm@millerthomson.com
Correspondent Name: TAI W. NAHM
Address Line 1: 295 HAGEY BOULEVARD, SUITE 300
Address Line 2: ACCELERATOR BUILDING
Address Line 4: WATERLOO, ONTARIO, CANADA N2L 6R5

NAME OF SUBMITTER:	Tai W. Nahm
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SIGNATURE:	/TAI W. NAHM/
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DATE SIGNED:	07/02/2019
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Total Attachments: 11

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PAYOUT LETTER

TO: HSBC Bank Canada (the "**Lender**")

AND: Cassels Brock & Blackwell LLP

RE: Letter of Offer dated August 17, 2017 (as may be amended, supplemented, restated, replaced, or otherwise modified from time to time, the "**Letter of Offer**") between Vivian Group Inc. and 1610830 Alberta Ltd. as borrowers (the "**Borrowers**"), each of Solis Foods Corporation Inc., Tequila 4-2 Limited, Sunrise Warehousing Company Inc., The 2017 Vivian Family Trust, Impressario Brands Inc., Impressario International Inc. and David Andrew Vivian (collectively, the "**Guarantors**" and together with the Borrower, the "**Obligors**"), and Business Development Bank of Canada, as lender (the "**Secured Party**")

DATE: May 23, 2019

RECITALS:

- A. The Borrowers have irrevocably notified the Secured Party that on the date hereof the Borrowers shall repay in full all outstanding indebtedness, liabilities, and obligations that the Borrowers owe to the Secured Party in connection with the Letter of Offer, being the total amount set out on Schedule A (Payout Amount) (the "**Payout Amount**");
- B. Each of Tequila 4-2 Limited, Impressario Brands Inc., Impressario International Inc. amalgamated with Solis Foods Corporation Inc. pursuant to Articles of Amalgamation dated May 6, 2019; and
- C. Sunrise Warehousing Company Inc. amalgamated with Vivian Group Inc. pursuant to Articles of Amalgamation dated August 8, 2018;

The parties agree as follows:

- 1. Definitions. In this agreement, in addition to the terms defined above, the following definitions apply:
 - "**Security**" means security interests, grants, mortgages, charges, pledges, transfers, assignments, guarantees, and security held from time to time by or on behalf of the Secured Party securing or intended to secure, directly or indirectly, repayment of the Obligations.
- Capitalized terms used in this agreement and not otherwise defined have the meaning given to them in the Letter of Offer.
- 2. Payment. The Borrowers shall pay the Payout Amount to the Secured Party by wire transfer to the account set out on Schedule B (Wire Instructions).
 - 3. Release and reconveyance. Upon indefeasible receipt by the Secured Party of the Payout Amount on or before 12 pm on the date hereof and a fully executed copy of this agreement,
 - (a) all of the Borrowers present and future liabilities, obligations, and indebtedness (including any principal, interest, fees, expenses, and other amounts), whether

direct or indirect, contingent or absolute, joint or several, matured or unmatured, in any currency, and whether as principal debtor, guarantor, surety, or otherwise to the Secured Party arising under, in connection with, or relating to any Loan Document (the "**Obligations**") are indefeasibly paid and satisfied in full;

- (b) the Secured Party has no further obligation to extend credit to the Obligors under the Letter of Offer;
- (c) other than provisions which are stated to survive the termination of the Credit Documents (as defined below) or the repayment of the Obligations, the Credit Documents and the Security are terminated and the Secured Party releases and discharges each Obligor from each of the Letter of Offer, the Security, the Loan Documents and all letters of credit, letter of credit agreements, and other documents, certificates, and instruments including, for certainty, the Loan Documents (as such term is defined in the Letter of Offer), executed or delivered or to be executed or delivered by the Obligors to the Secured Party in accordance with this agreement, as may be amended, supplemented, restated, replaced, or otherwise modified from time to time (collectively, the "**Credit Documents**") to which it is a party and from the obligations and liabilities secured thereby;
- (d) the Secured Party grants, releases, reconveys, transfers, assigns, discharges, quit claims, and surrenders to the Obligors, as applicable, without representation by or recourse to the Secured Party, all of their respective property and assets now covered or intended to be covered by the Security (including all share and unit certificates previously delivered to the Secured Party in connection with the Letter of Offer), to have and to hold that property and those assets forever and absolutely freed, acquitted, discharged, and released of and from the Security and from the Obligations secured thereby;
- (e) the Secured Party irrevocably and unconditionally releases any right, title, and interest in and to any insurance policies that the Obligors, or any one of them maintains;
- (f) the Secured Party irrevocably and unconditionally authorizes and directs the addressees or their respective agents, at the Borrower's expense, to:
 - (i) complete, file, and register discharges for any registrations or filings that may be outstanding in favour of the Secured Party against the Obligors in connection with the Security (including those real and personal property registrations attached as Schedule C (Registrations)), provided that copies of such discharges shall be provided to the Secured Party; and
 - (ii) delete the Secured Party's name as a mortgagee, loss payee, or additional insured, as the case may be, on any insurance policy under which the Obligors, or any one of them is the insured; and
- (g) other than in respect of provisions which are stated to survive the termination of the Credit Documents or the repayment of the Obligations, each party hereby irrevocably and unconditionally releases each other party and their respective subsidiaries and affiliates and each of their respective directors, officers, agents, employees, successors, assigns, and legal and other advisors, both former and present from and against all claims of any kind that the releasing party ever had,

now has, or may hereafter have for, by reason of, or in any way arising out of or in connection with the Credit Documents.

4. Representations and warranties. The Secured Party represents and warrants that it has not sold, transferred, assigned, granted, or otherwise disposed, or agreed to sell, transfer, assign, grant, or otherwise dispose, of any of the Security or the indebtedness arising under the Letter of Offer.
5. Source Deductions. To the extent that the Secured Party suffers a loss or is required to pay any amounts to any governmental agency in respect of any source deductions, GST/HST/QST obligations or any other amounts, claims and demands owed by the Obligors to Canada Revenue Agents, Revenu Quebec or any other governmental agency that could give rise to a deemed trust claim by such agency (collectively, **"Deemed Trust Claims"**) as a result of the failure of the Obligors to meet their obligations to such governmental agency, then the Secured Party shall be entitled to claim the full amount of any loss or payment required to be made by the Secured Party in respect of any Deemed Trust Claim from the Obligors, or any of them, and the discharges contained herein shall not operate as a release of the Obligors to such extent.
6. Payment of costs. The Borrowers shall pay all fees, expenses, and disbursements that the Secured Party's legal counsel incurs or charges in connection with the performance of its obligations under this agreement.
7. Further assurances. The Secured Party shall promptly sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the terms of this agreement.
8. Binding effect. This agreement enures to the benefit of and binds the parties and their respective successors, and permitted assigns.
9. Governing law. The laws of Ontario and the laws of Canada applicable in that province, excluding any rule or principle of conflicts of law that may provide otherwise, govern this agreement.
10. Counterparts. This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically shall also deliver the original counterpart to each other party, but failure to do so does not invalidate this agreement.

[SIGNATURE PAGE TO FOLLOW]

Dated as of the date first written above.

**BUSINESS DEVELOPMENT BANK OF
CANADA**

By: _____
Name: *ADAM DANCE*
Title: *DIRECTOR, B.C.*

By: _____
Name: *Russell W. French*
Title: *Assistant Vice President, Business Restructuring
Vice-président adjoint, Restructuration d'entreprise*

VIVIAN GROUP INC.

By: _____
Name:
Title:

1610830 ALBERTA LTD.

By: _____
Name:
Title:

SOLIS FOODS CORPORATION INC.

By: _____
Name:
Title:

THE 2017 VIVIAN FAMILY TRUST

By: _____
Name:
Trustee

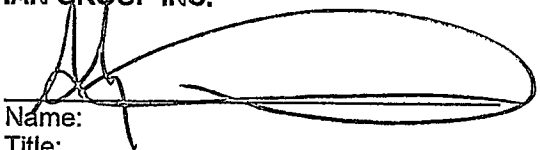
Dated as of the date first written above.

**BUSINESS DEVELOPMENT BANK OF
CANADA**

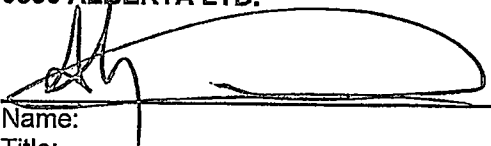
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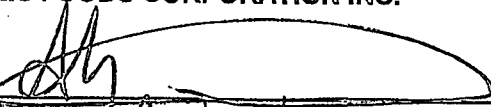
VIVIAN GROUP INC.

By: 
Name:
Title:

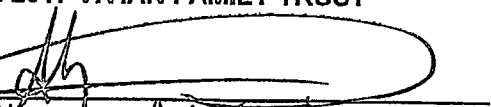
1610830 ALBERTA LTD.

By: 
Name:
Title:

SOLIS FOODS CORPORATION INC.

By: 
Name: Andy Vivian
Title:

THE 2017 VIVIAN FAMILY TRUST

By: 
Name: Andy Vivian
Trustee

**SCHEDULE A
PAYOUT AMOUNT**

Attached.



May 23, 2019

BDC ID: 635349

Mr. David Andrew Vivian
Vivian Group Inc. & 1610830 Alberta Ltd.
505 James Street South
St. Marys, ON N4X 1C6

**Subject: Confirmation of Prepayment Amounts--Loan number 116453-01
Vivian Group Inc. & 1610830 Alberta Ltd. (the "debtors")**

Mr. Vivian:

As requested, Business Development Bank of Canada ("BDC") has calculated the prepayment figures for the above mentioned loan, as at May 24, 2019, to be¹:

	Loan 116453-01
Principal	\$9,776,800.00
Interest accrued to May 24, 2019	\$121,733.71
Reserve accounts	(\$196,000.29)
Standard Prepayment Indemnity	\$209,499.60
Additional Prepayment Indemnity per Letter of Offer Underlying Conditions	\$250,000.00
Legal fees outstanding ²	\$16,150.77
Advisor fees outstanding ²	\$2,433.24
NSF Fee	\$25.00
Administration fee	\$3,000.00
	<u>\$10,183,642.03</u>
Less funds received from Libro on May 22, 2019	<u>(\$250,000.00)</u>
Total	<u>\$9,933,642.03</u>
Current Per Diem (subject to change)	\$2,306.27
Current Interest rate – floating base + 2.50%	8.55%

Since the loans are on a floating interest rate, please contact this office one day prior to the date of payout and request the exact amount of accrued interest and Prepayment Indemnity required to retire the loans. The amounts will be confirmed to you by email. Funds and Per Diem Interest calculated up to and including the date prior to the payout must be received by BDC no later than 12:00 p.m. on the payout date. If the Funds and Per Diem Interest are not received by

¹ The calculations are based on the assumption that all regularly scheduled payments due prior to the payout date are paid in full. It is your responsibility to ensure that this is the case.

² Legal fees include an estimate of \$1,500 (plus HST) for work to complete the transaction and attend to discharges, and \$8,237.70 in unbilled time in addition to the invoice totalling \$6,218.07 previously emailed to you. You have indicated a desire to pay these invoices directly. The total prepayment amount can be reduced by these amounts, subject to receipt of confirmation of payment by counsel and the advisor.



12:00 p.m. of the fifth business day from the date of the letter, this payout letter is no longer valid and may not be relied upon. If you are not able to deliver the payout prior to 12:00 p.m. of the fifth business day, please contact this office one day prior to the new date of payout to reconfirm the exact amount of accrued interest, Prepayment Indemnity and Interest Differential and the new Per Diem Interest required to retire the loans.

Any subsequently produced prepayment figures will render the contents herein null and void.

Provided the payment is honoured including the Per Diem Interest, BDC hereby undertakes to execute and return discharges of all security taken with respect to the above loans, upon request. Please forward any draft discharges, where applicable, to this office for execution.

The executed discharges will be delivered to you in due course. Should you choose to pay the outstanding legal and consulting fees directly, the discharge process will not be started until BDC receives confirmation from its counsel and consultant that they have been paid in full.

Any release and/or discharge granted by BDC is made on the basis that all source deductions, GST/HST/QST obligations and all other amounts, claims and demands owed by any party to the loan to the Canada Revenue Agency, Revenu Quebec or any other governmental agency that could give rise to a deemed trust claim by such agency in priority to any claim or security held by BDC in relation to the loan (collectively, "Deemed Trust Claims") have been paid in full. To the extent that BDC suffers a loss or is required to pay any amounts to any governmental agency in respect of any Deemed Trust Claims as a result of the failure of any loan party to meet its obligations to such governmental agency, then BDC shall be entitled to claim the full amount of any loss or payment required to be made by it in respect of any Deemed Trust Claim from the loan parties, or any of them, and the discharges shall not operate as a release of the loan parties to such extent.

Yours truly,

Adam Laiken
Director, Business Restructuring
Phone: (416) 954-2617
adam.laiken@bdc.ca

Russell W. French
Assistant Vice President, Business Restructuring

**SCHEDULE B
WIRE INSTRUCTIONS**

Transfer to : Bank of Montreal
Main Branch
119 St-Jacques Street
Montreal, Quebec

PAYEE : Business Development Bank of Canada
5 Place Ville-Marie
Montreal, QC H3B 5E7

SWIFT CODE : BOFMCAM2
Bank ID : 001
Transit : 00011
Account: 1142-012 (CDN) 4613-595 (USD)

REFERENCE : Customer Name : Vivian Group Inc. and 1610830 Alberta Ltd.
BDC customer account no. : 116453

**SCHEDULE C
REGISTRATIONS**

Real Property

Ontario Charge registered as Instrument No. PC154093 on December 19, 2017.

Ontario Notice of Assignment of Rents registered as Instrument No. PC154096 on December 19, 2017.

Ontario Charge registered as Instrument No. PC154097 on December 19, 2017.

Ontario Notice of Assignment of Rents registered as Instrument No. PC154098 on December 19, 2017.

Ontario Charge registered as Instrument No. PC154099 on December 19, 2017.

Ontario Notice of Assignment of Rents registered as Instrument No. PC154100 on December 19, 2017.

Alberta Charge registered as Instrument No. 181 007 889 on December 21, 2017.

Alberta Notice of Assignment of Rents registered as Instrument No. 181 007 890 on December 21, 2017.

Personal Property Security Act (Ontario)

	Debtor	File No.	Registration No.
1.	1610830 Alberta Ltd.	734499936	20171130 1424 1793 4402
2.	Impressario Brands Inc.	734499864	20171130 1423 1793 4397
3.	Impressario International Inc.	734499846	20171130 1422 1793 4396
4.	Solis Foods Corporation Inc.	734499927	20171130 1424 1793 4401
5.	Sunrise Warehousing Company Inc.	734499882	20171130 1423 1793 4398
6.	Tequila 4-2 Limited	734499909	20171130 1423 1793 4399
7.	The 2017 Vivian Family Trust/ The 2017 Vivian Family Trust Trust	734499837	20171130 1422 1793 4395
8.	Vivian Group Inc.	734499972	20171130 1425 1793 4404

Personal Property Security Act (Alberta)

	Debtor	Registration No.	Collateral Description
1.	1610830 Alberta Ltd.	17113024650	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL

	Debtor	Registration No.	Collateral Description
			PROPERTY.
2.	Sunrise Warehousing Company Inc.	17113023524	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.
3.	Vivian Group Inc.	17113024762	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

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