

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592103

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COALISION INC.		07/17/2020	Corporation: CANADA

RECEIVING PARTY DATA

Name:	1254429 B.C. UNLIMITED LIABILITY COMPANY
Street Address:	4075 Saint-Denis Street
City:	Montreal, Quebec
State/Country:	CANADA
Postal Code:	H2W 2M7
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	86151614	WHITE BY LOLĚ
Registration Number:	5397260	
Registration Number:	5397256	PARADOX
Registration Number:	5397120	LOLĚ
Registration Number:	4732214	LOLĚ WHITE TOUR
Registration Number:	4626409	WHITE YOGA SESSION
Registration Number:	5091359	
Registration Number:	4093032	L
Registration Number:	4141018	LOLEPOP
Registration Number:	3617667	
Registration Number:	3208486	LOLĚ
Registration Number:	3128754	PARADOX
Registration Number:	3058662	LOLĚ
Registration Number:	2857198	FLOSPORT

CORRESPONDENCE DATA

Fax Number: 4168680673

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.

TRADEMARK

Phone: 416 601 7765
Email: bbell@mccarthy.ca
Correspondent Name: Bethanne Bell, McCarthy Tétrault LLP
Address Line 1: Suite 5300, TD Bank Tower
Address Line 2: Box 48, 66 Wellington Street West
Address Line 4: Toronto, Ontario, CANADA M5K 1E6

NAME OF SUBMITTER: Bethanne Bell

SIGNATURE: /Bethanne Bell/

DATE SIGNED: 08/14/2020

Total Attachments: 40

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ASSET PURCHASE AGREEMENT
BETWEEN
1254429 B.C. UNLIMITED LIABILITY COMPANY
AND
COALISION INC.

DATED AS OF
JULY 17, 2020

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made as of July 17, 2020

BETWEEN:

1254429 B.C. UNLIMITED LIABILITY COMPANY, a corporation incorporated under the laws of the province of British Columbia (the "**Purchaser**"),

AND:

COALISION INC., a corporation incorporated under the laws of the province of Québec (the "**Vendor**"),

WHEREAS the Vendor owns and operate the Business;

WHEREAS on May 26, 2020, the Vendor filed a notice of intention to make a proposal under the *Bankruptcy and Insolvency Act* (Canada) (the "**NOI**");

WHEREAS, subject to the granting of the Approval, Assignment and Vesting Order by the Court, the Vendor has agreed to sell, transfer and assign to the Purchaser, the Purchased Assets and Assumed Liabilities, upon the terms and subject to the conditions set forth hereinafter;

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 – INTERPRETATION

1.1 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) "**Accounts Receivable**" means, with respect to the Vendor and without duplication, all accounts receivable, trade receivables, bills receivable, trade accounts, book debts, notes receivables, rebates, refunds and other receivables of the Vendor, including intercompany accounts receivable, whether current or overdue, together with all interests accrued on such items due or accruing to the Vendor as of the Effective Date;
- (b) "**Action**" means any claim, action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity and by or before a Governmental Authority;
- (c) "**Affiliate**" means, with respect to any Person, any other Person or group of Persons acting in concert, directly or indirectly, that controls, is controlled by or is under common control with such Person and the term "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person whether through (i) ownership of more than 50% of the voting securities of such Person; (ii) being the general partner or trustee of the other Person; or (iii) contract or otherwise;

- (d) **"Agreement"** means this asset purchase agreement, including its recitals and schedules, as amended from time to time in accordance with the terms of this agreement;
- (e) **"Applicable Law"** means:
 - (i) any federal, provincial, regional, municipal or foreign law including any statute, subordinate legislation or treaty, and
 - (ii) any applicable guideline, directive, rule, standard, requirement, policy, order, judgment, injunction, award or decree of a Governmental Authority having the force of law;
- (f) **"Approval, Assignment and Vesting Order"** means the Approval, Assignment and Vesting Order rendered by the Court on June 29, 2020 *inter alia* (i) approving the execution of the Agreement; (ii) approving the sale of the Purchased Assets to the Purchaser; (iii) vesting and assigning the Purchased Assets to the Purchaser, free and clear of and from any and all Encumbrances (other than Permitted Encumbrances); and (iv) assigning the Assigned Contracts to the Purchaser, as further supplemented by the De Bene Esse Approval Order rendered by the Court on July 16, 2020;
- (g) **"Assigned Contracts"** means the Contracts of the Vendor that relate to the Business and which are listed in Schedule 1.1(g);
- (h) **"Assumed Debts"** means all Liabilities and indemnities in favour of Canadian Imperial Bank of Commerce relating to the Senior ABL Credit Agreement and the Loan Documents (as such term is defined in the Senior ABL Credit Agreement);
- (i) **"Assumed Leased Real Property"** means all real property leases, subleases, licenses or other occupancy agreements for office, retail or warehouse premises used by the Vendor exclusively with respect to the Business to which the Vendor is a party (whether as a (sub)lessor, (sub)lessee, guarantor or otherwise) listed in Schedule 1.1(i);
- (j) **"Assumed Liabilities"** means the Liabilities of the Vendor listed on Schedule 1.1(j);
- (k) **"Books and Records"** means all of the Vendor's books, records, documents, correspondence and files in its possession at the Closing relating to the Purchased Assets, including all technical, business, financial, production, processing, inventory, sales, supplier and customer records, plans, documentation and information, all sales and marketing, and other promotional literature and materials, catalogues and similar materials and related artwork, all contracts, licenses, approvals, warranties, manuals, accounting records, copies of Insurance Policies (excluding copies of Insurance Policies relating to directors' and officers' insurance), maintenance and usage logs related to the Purchased Assets, all programs and procedures of the Vendor related to their maintenance, usage or operations;

- (l) **"Business"** means the production, distribution, wholesale and retail business of the Lolë (activewear clothing) and Paradox (high-performance base layers and outdoor clothing) brands conducted by the Vendor and all activities incidental thereto;
- (m) **"Business Day"** means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Montréal, Québec are not open for the transaction of business during normal banking hours;
- (n) **"Claim"** means any secured, unsecured, administrative, trust or other type of claim against the Vendor or any of its immovable (real) property, movable (personal) property and any and all other assets, of every nature and kind and howsoever arising, including debts, dues, rights, actions, causes of action, Third Party claims, rights by way of indemnity, surety or set-off and securities, whether legal, beneficial, equitable, absolute or contingent, liquidated or unliquidated, vested or not vested, due or accruing due, present or future, known or unknown;
- (o) **"Closing"** has the meaning set out in Section 6.1;
- (p) **"Contract"** means all contracts, agreements, leases, understandings and arrangements (whether oral or written) related to the Business to which any one the Vendor is a party or by which the Vendor is bound or under which the Vendor has rights;
- (q) **"Copyrights"** means all U.S., Canadian and foreign copyrights and works of authorship, whether registered or unregistered, all moral rights and rights of attribution and integrity, all common law copyright rights, and all rights to register in the U.S., in Canada or elsewhere and obtain renewals and extensions of copyright registrations, together with all other copyright interests accruing by reason of any international copyright convention or treaty;
- (r) **"Court"** means the Québec Superior Court (Commercial Division) in the District of Montréal;
- (s) **"Cure Costs"** means, in respect of the Assigned Contracts, any reasonable amount required to be paid (A) in accordance with any consent from, or authorization of, the relevant party for the assignment of such Assigned Contract or Transferred Authorization, or (B) in accordance with the Approval, Assignment and Vesting Order and Applicable Law in relation to the assignment of particular Assigned Contracts to the extent no consent or authorization was obtained or required;
- (t) **"Effective Date"** means the date of this Agreement;
- (u) **"Employees"** means the Seller's employees as at the Closing Date;
- (v) **"Encumbrances"** means all Claims, Liabilities (direct, indirect, absolute or contingent), obligations, prior claims, right of retention, liens, security interests, charges, hypothecs, trusts, deemed trusts (statutory or otherwise), judgments, writs of seizure or execution, notices of sale, contractual rights (including purchase options, rights of first refusal, rights of first offer or any other pre-emptive

contractual rights), encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise, including any and all charges ordered by the Court in connection with the NOI;

- (w) **"Equipment"** means, collectively, all of the equipment, motor vehicles, rolling stock, implements, tools, furniture and other movable (personal) tangible property of the Vendor;
- (x) **"ETA"** means Part IX of the *Excise Tax Act* (Canada);
- (y) **"Excluded Assets"** means:
 - (i) any deposits held in trust accounts to secure payment of the reasonable fees and disbursements of the professional advisors of the Vendor and of the Trustee and the professional advisors of the Trustee;
 - (ii) all rights of the Vendor and the directors and officers of the Vendor under any director and officer Insurance Policies, including any proceeds received or receivable by such Persons thereunder;
 - (iii) all rights to receive a refund of and/or credit in respect of Taxes paid by or on behalf of the Vendor;
 - (iv) all Tax returns of the Vendor;
 - (v) all Tax installments paid by or on behalf of the Vendor;
 - (vi) the general ledger, financial statements, accounting and Tax records, minute books, corporate seals, taxpayer and other identification numbers and other corporate records of the Vendor relating to the organization, maintenance and existence of the Vendor;
 - (vii) any Books and Records that the Vendor are required by Applicable Law to retain in its possession, provided however, the Purchaser will be provided with copies of all such Books and Records that pertain to the Business;
 - (viii) any cash collateral securing letters of credit;
 - (ix) the Excluded Contracts (including all real estate leases which are not an Assumed Leased Real Property);
 - (x) accumulated operating losses of the Vendor;
 - (xi) the excluded assets, if any, as set forth in and described Schedule 1.1(y)(xi); and
 - (xii) the rights of the Vendor under this Agreement or any other agreement, certificate or instrument executed and delivered pursuant to this Agreement;
- (z) **"Excluded Contracts"** means all Contracts which are not Assigned Contracts;

- (aa) **"Excluded Liabilities"** means all Liabilities of the Vendor other than the Assumed Liabilities, including, without limitation, the Liabilities of the Vendor:
- (i) owing to a lender or creditor of the Vendor, including any bank overdrafts or bank indebtedness and any indebtedness or liabilities other than the Assumed Liabilities owing under the Senior ABL Credit Agreement;
 - (ii) relating to any Wages owed to any Person at any time employed by the Vendor (which employment, for certainty, will not be continued by the Purchaser and will be terminated by the Vendor);
 - (iii) to the extent permitted by Applicable Law, any Liabilities to any Person at any time employed by the Vendor or to any such Person's spouse, children, other dependents or beneficiaries, with respect to agreements entered into or applicable to or with respect to incidents, events, exposures or circumstances occurring at any time during the period or periods of any such Person's employment by the Vendor, whenever such claims mature or are asserted, arising (A) under the employees' benefit plans; (B) under any employment, wage and hour restriction, equal opportunity, discrimination, plant closing or immigration and naturalization laws; (C) under any Collective Labour Agreement, agreements or arrangements; or (D) in connection with any workers' compensation or any other employee health, accident, disability or safety claims;
 - (iv) any employment-related Claims, penalties and assessments in respect of the Business arising out of matters which occurred prior to the Effective Date;
 - (v) resulting from Encumbrance that is not a Permitted Encumbrance;
 - (vi) owing to any party for professional fees or transaction fees;
 - (vii) relating to or arising under product warranties offered from time to time prior to the Closing; and
 - (viii) relating to or arising out of the ownership or operation of an Excluded Asset;
- (bb) **"Governmental Authority"** means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, tribunal, commission, bureau, board, court (including the Court) or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government, having jurisdiction over a Party, the Purchased Assets or the Transaction;
- (cc) **"Insurance Policies"** means the insurance policies maintained by or on behalf of the Vendor;
- (dd) **"Intellectual Property"** means U.S., Canadian and foreign intellectual and industrial property rights of any kind worldwide, including all (i) Trademarks; (ii) Patents; (iii) inventions, processes, methods and designs, whether or not

patentable and whether or not a patent has been issued or a patent application has been made therefor; (iv) Copyrights; (v) mask works; (vi) Trade Secrets, Know-How, and other proprietary, confidential, or business information; (vii) Software; (viii) usernames, keywords, tags, and other social media identifiers; (ix) rights in the foregoing, and all rights and remedies (including the right to sue for and recover damages, profits and any other remedy) for past, present, or future infringement, misappropriation, or other violation relating to any of the foregoing; and (x) rights of publicity;

- (ee) **"Inventory"** means all inventories of raw materials, manufactured and purchased parts, work in process, packaging, stores and supplies and unassigned finished goods inventories (which are finished goods not yet assigned to a specific customer order) and all other inventories consistent with what the Vendor has classified under "inventories" in the Vendors unaudited financial statements, in each case owned by the Vendor and held or used in connection with the Business, including any of the above items which is owned by the Vendor but remains in the possession or control of a Third Party;
- (ff) **"ITA"** means the *Income Tax Act* (Canada) and any applicable provincial equivalent;
- (gg) **"Know-How"** means scientific, engineering, mechanical, electrical, financial, marketing, practical and other knowledge or experience;
- (hh) **"Liabilities"** means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or not accrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accounted or disclosed on the financial statements of such Person;
- (ii) **"NOI"** has the meaning set out in the recitals;
- (jj) **"Parties"** means, collectively, the Vendor and the Purchaser, and **"Party"** means any one of them;
- (kk) **"Patents"** means all U.S., Canadian and foreign patents (including certificates of invention and other patent equivalents), patent applications, provisional patent applications and patents issuing therefrom, industrial designs, as well as all reissues, divisionals, substitutions, continuations, continuations-in-part, patent disclosures, extensions and re-examinations, and all rights therein provided by multinational treaties or conventions;
- (ll) **"Permits"** means all franchises, licences, qualifications, authorizations, consents, certificates, certificates of authorization, decrees, orders-in-council, approvals, registrations, notices, exemptions, consents, variances, waivers, filings, grants, notifications, privileges, rights, orders, judgments, rulings, directives, permits and other approvals of the Vendor relating to the Purchased Assets or the Business which were obtained from, issued by or required by a Governmental Authority;

- (mm) **"Permitted Encumbrances"** means, with respect to the Purchased Assets, (i) the Claims under the Assigned Contracts; (ii) any Encumbrances related to the Senior ABL Credit Agreement;
- (nn) **"Person"** means (i) any individual, body corporate, sole proprietorship, partnership, trust, unincorporated association, unincorporated syndicate, unincorporated organization, or any other entity, (ii) any natural person acting in his or her capacity as executor, trustee, administrator or legal representative, and (iii) any Governmental Authority; and, for greater certainty, "Person" does not include the Parties;
- (oo) **"Prepaid Expenses"** means all prepaid expenses, deposits or insurance of the Vendor, (but excluding prepaid expenses in respect of directors' and officers' insurance, property Taxes related to the Business and workers' compensation prepayments), in all cases to the extent such amounts are transferable to the Purchaser;
- (pp) **"Products"** means any and all products that were developed, manufactured, marketed, distributed or sold by or on behalf the Vendor as part of the Business, including all products in development by the Vendor;
- (qq) **"Purchase Price"** has the meaning set out in Section 3.1;
- (rr) **"Purchased Assets"** has the meaning set out in Section 2.1;
- (ss) **"Purchaser"** has the meaning set out in the preamble hereto;
- (tt) **"QST"** means the tax (and any interest any penalties charged thereon) imposed under the QSTA and the regulations made thereunder;
- (uu) **"QSTA"** means an *Act respecting the Quebec Sales Tax*;
- (vv) **"Representative"** means, in respect of a Person, each director, officer, employee, agent, legal counsel, accountant, professional advisor and other representative of such person and its Affiliates, and with respect to the Vendor, includes the directors, officers, employees, agents, legal counsel, accountants, professional advisors and other representatives;
- (ww) **"Sales Tax"** means, collectively, goods and services tax, harmonized sales tax, first nations tax, provincial sales tax (including QST) and all other similar Taxes (including interest and other penalties payable thereon) payable pursuant to the ETA, provincial, foreign or territorial sales tax legislation or otherwise;
- (xx) **"Senior ABL Credit Agreement"** means the third amended and restated credit agreement dated April 6, 2018, as amended on November 11, 2019, among Canadian Imperial Bank of Commerce, as administrative agent and lender, the Vendor, as borrower, Coalision USA Inc., as guarantor, and the financial institutions party thereto from time to time, as lenders, as may be amended, restated, replaced or otherwise modified from time to time;

- (yy) **"Software"** means all computer software programs (whether in source code, object code, or other form) and software systems, related documentation and any rights relating to the foregoing;
- (zz) **"Tax" or "Taxes"** means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Authority under any applicable Tax Legislation, including federal, provincial, state, territorial, county, municipal and local, foreign or other income, capital, capital gains, goods and services, sales, use, consumption, excise, value added (including Sales taxes), business, real property, personal property, transfer, franchise, withholding, payroll, or employer health taxes, customs, import, anti-dumping or countervailing duties, Canada/Québec Pension Plan contributions, employment insurance premiums, Québec Parental Insurance Plan premiums, labour standards dues and provincial workers' compensation payments, levies, assessments, tariffs, imposts, impositions, tolls and duties, whether computed on a separate, combined, unitary, or consolidated basis or any other manner, including any interest, penalties and fines associated therewith;
- (aaa) **"Tax Legislation"** means, collectively, the ITA, all federal, provincial, state, territorial, county, municipal and local, foreign, or other statutes, ordinances or regulations imposing a Tax, including all treaties, conventions, rules, regulations, orders, and decrees of any jurisdiction;
- (bbb) **"Tax Return"** means any return, report, declaration, designation, election, undertaking, waiver, notice, filing, information return, statement, form, certificate or any other document or materials relating to Taxes, including any related or supporting information with respect to any of the foregoing, filed or to be filed with any Governmental Authority in connection with the determination, assessment, collection or administration of Taxes;
- (ccc) **"Third Party"** means any Person who is not a Party, an Affiliate or a Representative;
- (ddd) **"Trademarks"** means, together with the goodwill associated therewith, all trademarks, service marks, trade dress, logos, slogans, trade names (including all assumed or fictitious names under which the Business has been conducted), corporate names, business names, domain names, social media identifiers, and any other indicia of source or sponsorship of goods or services, whether or not registered, including all common law rights, and registrations, applications for registration and renewals thereof, including all marks registered in the Canadian Intellectual Property Office, the United States Patent and Trademark Office, the trademark offices of the states and territories of the United States, and the trademark offices of other nations and other jurisdictions throughout the world and all rights therein, including those provided by multinational treaties or conventions;
- (eee) **"Trade Secrets"** means trade secrets and other confidential or proprietary ideas, concepts, methods, processes and information (including customer and supplier lists, business plans, market surveys and market research studies);

- (fff) **"Transaction"** means the transactions for the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities as contemplated in this Agreement;
- (ggg) **"Transfer Taxes"** means all present and future transfer taxes, Sales Taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, and any other similar or like taxes and charges imposed by a Governmental Authority in connection with the sale, transfer or registration of the transfer of the Purchased Assets;
- (hhh) **"Trustee"** means Deloitte Restructuring Inc., in its capacity as trustee under the NOI;
- (iii) **"Vendor"** has the meaning set out in the first page of this Agreement; and
- (jjj) **"Wages"** means all salaries, wages, severance pay, indemnities in lieu of notice of termination of employment, indemnities related to notice of collective dismissal, severance costs, commissions, bonuses, incentive compensation, allowances, indemnities, expenses, vacation pay, statutory holiday pay, personal days, sick days, employee benefit plan payments, employment-related payments and other remuneration as well as all employer contributions related thereto.

1.2 **Interpretation**

The following rules of construction will apply to this Agreement unless the context otherwise requires:

- (a) All references to monetary amounts, unless indicated to the contrary, are to the lawful currency of Canada and all references to cash are references to any form of immediately available funds by way of wire transfer, certified cheque or bank draft.
- (b) Words importing the singular include the plural and vice versa, and words importing gender include the masculine, feminine and neuter genders.
- (c) The word "include" and derivatives thereof will be read as if followed by the phrase "without limitation".
- (d) The words "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to this Agreement and not to any particular provision of this Agreement.
- (e) The headings contained in this Agreement are for convenience of reference only, and will not affect the meaning or interpretation hereof.
- (f) Reference to any Article, Section or Schedule means an Article, Section or Schedule of this Agreement unless otherwise specified.
- (g) If any provision of a Schedule hereto conflicts with or is at variance with any provision in the body of this Agreement, the provisions in the body of this Agreement will prevail to the extent of the conflict.

- (h) This Agreement has been negotiated by each Party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party does not apply to the construction or interpretation of this Agreement.

1.3 Statutory References

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

1.4 Schedules

The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

Schedule 1.1(g)	-	Assigned Contracts
Schedule 1.1(i)	-	Assumed Leased Real Properties
Schedule 1.1(j)	-	Assumed Liabilities
Schedule 1.1(y)(xi)	-	Other Excluded Assets
Schedule 2.1(h)	-	Intellectual Property
Schedule 3.3		Allocation of Purchase Price

Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Schedules and the interpretation provisions set out in this Agreement apply to the Schedules.

ARTICLE 2 – SALE AND PURCHASE

2.1 Purchased Assets

Upon and subject to the terms and conditions hereof, the Vendor hereby sell, assigns and transfers to the Purchaser and the Purchaser hereby purchases and acquire from the Vendor, on Closing, free and clear of any Encumbrances other than Permitted Encumbrances, all right, title and interest in and to all of the tangible and intangible assets, undertaking and properties of the Vendor relating to the Business, wherever located, including (the "**Purchased Assets**"):

- (a) all Accounts Receivable;
- (b) all Assigned Contracts;
- (c) all Products owned by the Vendor, including all products in development by the Vendor;
- (d) all Books and Records and, in the case of any Books and Records that are stored in electronic form, the media on which the Books and Records are stored and any back-up related thereto;

- (e) all telephone and telephone facsimile numbers and other directory listings and e-mail and website addresses used in connection with the Business;
- (f) all cash and cash equivalents other than the deposits held in trust accounts to secure payment of the reasonable fees and disbursements of the professional advisors of the Vendor, the Trustee and the professional advisors of the Trustee;
- (g) all Equipment;
- (h) all Intellectual Property, including the Intellectual Property listed and described in Schedule 2.1(h);
- (i) all proprietary rights in Internet protocol addresses, ideas, concepts, methods, processes, formulae, models, methodologies, algorithms, reports, data, customer lists, mailing lists, business plans, market surveys, market research studies, websites, information contained on drawings and other documents, information relating to research, development or testing, and documentation and media constituting, describing or relating to the Intellectual Property, including memoranda, manuals, technical specifications and other records wherever created throughout the world;
- (j) all Inventory;
- (k) all rights resulting from or in connection with outstanding purchase orders or in-transit Inventory;
- (l) all Permits, other than Permits which are not transferrable to the Purchaser;
- (m) all Prepaid Expenses;
- (n) all Assumed Leased Real Property;
- (o) all rights and interests in Insurance Policies, other than insurance policies relating to directors' and officers' insurance;
- (p) all rights and claims under all warranties in respect of the Purchased Assets;
- (q) all goodwill associated with the Business or the Purchased Assets, including (i) the right to carry on the Business under the names "Coalision", "Löle" and "Paradox"; and (ii) all customer lists, files, data and information relating to past and present customers and prospective customers of the Business;
- (r) all rights and claims against Coalision Europe SAS and its property and assets, including the right to any dividend or distribution in connection with the judicial liquidation of Coalision Europe SAS;
- (s) all rights to related claims for refunds and rights of set-off; and
- (t) all rights, claims and refunds under the Canada Emergency Wage Subsidy (CEWS) and any other wage subsidy programs from a Governmental Authority,

and the Purchaser agrees and undertakes to assume, discharge and perform the Assumed Liabilities. For greater certainty, the Excluded Assets are not part of the Transaction, are excluded from the Purchased Assets and will remain the exclusive property of the Vendor.

2.2 Liabilities

At the Effective Date, on and subject to the terms and conditions of this Agreement, the Purchaser will assume the Assumed Liabilities. Notwithstanding any other provision of this Agreement, the Purchaser will not assume any Excluded Liability.

2.3 Assignment and Assumption of Assigned Contracts; Cure Costs

- (a) On the Effective Date, on and subject to the terms and conditions of this Agreement (including Sections 2.3(b) and 2.3(c)) and the Approval, Assignment and Vesting Order, all of the Vendor's rights, benefits and interests in, to and under the Assigned Contracts will be assigned to the Purchaser, the consideration for which is included in the Purchase Price.
- (b) Notwithstanding anything in this Agreement to the contrary but subject to the Approval, Assignment and Vesting Order, this Agreement will not constitute an agreement to assign any Assigned Contract to the extent (i) such Assigned Contract is not assignable under Applicable Law; or (ii) the terms of the applicable Assigned Contract provide that it is not assignable without the consent of another Person, unless such consent has been obtained or unless, in either case, such assignment is authorized by the Approval, Assignment and Vesting Order.
- (c) With respect to each Assigned Contract, the Purchaser will be responsible for any and all Cure Costs required to be paid to the Contract party.

2.4 Transfer and Assignment of Permits

- (a) On the Effective Date, on and subject to the terms and conditions of this Agreement and the Approval, Assignment and Vesting Order, the Vendor's rights, benefits and interests in, to and under the Permits, to the extent assignable, will be assigned to the Purchaser, the consideration for which is included in the Purchase Price received by the Vendor for the Purchased Assets.
- (b) Notwithstanding anything in this Agreement to the contrary but subject to the Approval, Assignment and Vesting Order, this Agreement will not constitute an agreement to assign or otherwise transfer any Permit to the extent (i) such Permit is not assignable or transferable under Applicable Law; or (ii) the terms of the applicable Permit provide that it is not assignable without the consent of another Person, unless such consent has been obtained or unless, in either case, such assignment is authorized by the Approval, Assignment and Vesting Order.

ARTICLE 3 – PURCHASE PRICE

3.1 Purchase Price

The consideration payable by the Purchaser to the Vendor for the Vendor's right, title and interest in and to the Purchased Assets (the "**Purchase Price**") will be the amount equal to (i) the

3.2 Satisfaction of the Purchase Price

The Purchase Price will be paid and satisfied as follows:

- (a) the Assumed Debts will be assigned to, and assumed by, the Purchaser on the Effective Date, on terms agreeable between the Purchaser and Canadian Imperial Bank of Commerce; and
- (b) the payment of the Cure Costs, if any, by the Purchaser; and
- (c) the assumption of the Assumed Liabilities by the Purchaser.

3.3 Allocation of Purchase Price

The Purchase Price will be allocated among the Purchased Assets by the Purchaser, acting reasonably, at Closing, and such allocation will form part of this Agreement as Schedule 3.3. The Parties will report the Transaction described herein in a manner entirely consistent with Schedule 3.3, and will not take any position inconsistent therewith, in the filing of their Tax Returns or in the course of any audit by any Governmental Authority, Tax review or Tax proceeding relating to such Tax Returns. For the avoidance of doubt and without restricting the generality of the foregoing, the aggregate cost to be reported by the Purchaser in computing the cost amounts of the Purchased Assets for purposes of the ITA resulting solely from the acquisition of the Purchased Assets for the Purchase Price hereunder, and the aggregate proceeds of disposition to be reported by the Trustee for the purposes of the ITA from the sale of the Purchased Assets hereunder, will be equal to the total amount reflected on Schedule 3.3.

3.4 Transfer Taxes

- (a) The Parties agree that:
 - (i) the Purchase Price is exclusive of all Transfer Taxes and the Purchaser will be liable for and will pay any and all Transfer Taxes pertaining to the Purchaser's acquisition of the Purchased Assets;
 - (ii) where the Vendor is required under Applicable Law to collect or pay Transfer Taxes, the Purchaser will pay the amount of such Transfer Taxes to the Vendor at Closing upon which Vendor will remit such Transfer Taxes to the appropriate Governmental Authority as soon after Closing as is practicable and in compliance with the applicable Tax Legislation and provide proof of such payment to the Purchaser;
 - (iii) except where the Vendor is required under Applicable Law to collect or pay such Transfer Taxes, the Purchaser will pay such Transfer Taxes directly to the appropriate Governmental Authority or other entity within the required time period and will file all necessary documentation with respect

to such Transfer Taxes when due and the Vendor will do and cause to be done such things as are reasonably requested to enable the Purchaser to comply with such obligation in a timely manner or if the Vendor is required under Applicable Law to pay any such Transfer Taxes, the Purchaser will promptly reimburse the Vendor the full amount of such Transfer Taxes upon delivery to the Purchaser of copies of receipts showing payment of such Transfer Taxes; and

- (iv) the Purchaser will indemnify the Vendor for, from and against any Transfer Taxes (including any interest or penalties imposed by a Governmental Authority) that the Vendor may pay or for which the Vendor may become liable as a result of any failure by the Purchaser to pay or remit such Transfer Taxes; and
- (v) the Vendor will use commercially reasonable efforts to mitigate and reduce the amount of Transfer Taxes, including by way of complying with and requesting exemptions, will cooperate with the Purchaser in connection therewith, and will refrain from making filings with respect to Transfer Taxes other than as required by Applicable Law or with the consent of the Purchaser, which consent will not be unreasonably withheld.

- (b) The Vendor is registered for Sales Tax purposes under the ETA and under QSTA under the following registration numbers:



- (a) The Purchaser is registered for Sales Tax purposes under the ETA and under QSTA under the following registration numbers:



3.5 Sales Tax Election

If available, upon the request of Purchaser, the Parties will execute jointly, at Closing, elections in prescribed form under subsection 167(1) of the ETA (and under any equivalent or corresponding provisions of the QSTA or other applicable provincial or territorial legislation) such that no Sales Tax be payable with respect to the sale of the Purchased Assets hereunder. The Purchaser will file the elections in the manner and within the time prescribed by the relevant legislation. The Purchaser will indemnify and hold harmless the Vendor from any taxes payable by the Vendor as the result of this election being determined to not be applicable.

3.6 Subsection 20(24) Tax Election

If applicable, upon the request of the Purchaser, the Parties will jointly execute and file an election under subsection 20(24) of the ITA in the manner required by subsection 20(25) of the ITA and under the equivalent or corresponding provisions of any other applicable provincial or territorial statute, in the prescribed forms and within the time period permitted under the ITA and

under any other applicable provincial or territorial statute, as to such amount paid by the Vendor to the Purchaser for assuming future obligations. In this regard, the Purchaser and the Vendor acknowledges that a portion of the Purchased Assets transferred by the Vendor pursuant to this Agreement and having a value equal to the amount elected under subsection 20(24) of the ITA and the equivalent provisions of any applicable provincial or territorial statute in the relevant election, is being transferred by the Vendor as a payment for the assumption of such future obligations by the Purchaser.

3.7 Accounts Receivable Election

If applicable upon the request of the Purchaser, the Parties will elect jointly in the prescribed form under section 22 of the ITA and under any similar provision of any other applicable provincial legislation as to the sale of the Accounts Receivable forming part of the Purchased Assets and described in section 22 of the ITA and will in that election allocate an amount equal to the portion of the Purchase Price allocated to those assets pursuant to Section 3.3 as the consideration paid by the Purchaser for those assets. The Parties will file timely such election forms, along with any documentation necessary or desirable to give effect to such election, with the applicable Governmental Authority.

ARTICLE 4 – AS IS WHERE IS

4.1 Purchase of Assets Additional Representations and Warranties

- (a) The Purchaser acknowledges and agrees that the Purchased Assets and all other aspects of the Transaction are being sold, purchased and entered into without any representation or warranty of any kind or type whatsoever, either express or inferred, legal or contractual, including representation and warranty or statement as to:
- (i) the merchantability, physical or financial condition, description, fitness for a particular purpose, suitability for development, title, description, use or zoning, environmental condition, existence of latent defects, quality, quantity or any other thing affecting any of the Purchased Assets;
 - (ii) the validity or enforceability of the Assigned Contracts or the Intellectual Property;
 - (iii) the value of any of the Purchased Assets or the future cash flow therefrom;
 - (iv) any regulatory approvals, permits and licenses, consents or authorizations that may be needed to complete the Transaction or to operate or carry on the Business or any portion thereof; or
 - (v) the quality, condition, description, fitness for purpose, suitability, serviceability or merchantability of the Equipment or Inventory or any other tangible, depreciable equipment or property forming part of the Purchased Assets,

and that the Purchaser is purchasing the Purchased Assets at its own risk and peril, and on an “as is, where is” basis.

- (b) The Purchaser hereby acknowledges and confirms that it is satisfied with its due diligence investigations with respect to the Purchased Assets, the Business and the Assumed Liabilities and hereby acknowledges and confirms that it is relying solely on its own investigations concerning the Purchased Assets, the Business and the Assumed Liabilities, and it has not relied on any advice from the Vendor or any of its representatives with respect thereto, including with respect to the matters specifically enumerated in Section 4.1(a) in connection with the purchase of the Purchased Assets and the assumption of the Assumed Liabilities pursuant hereto.
- (c) Any information regarding or describing the Business, the Purchased Assets or the Assumed Liabilities in this Agreement (including the Schedules hereto), or in any other agreement or instrument contemplated hereby, is for identification purposes only, is not relied upon by the Purchaser, and no representation, warranty or condition, express or implied, has or will be given by the Vendor or any its Representatives, or any other Person concerning the completeness or accuracy of such information or descriptions.
- (d) Without limiting the generality of Sections 4.1(a), 4.1(b) and 4.1(c), the Purchaser hereby unconditionally and irrevocably waives any and all actual or potential Claim the Purchaser might have against the Vendor and its representatives in respect of the Business, the Purchased Assets, the Transaction and any representations or statements made or information or data furnished to the Purchaser or its Representatives in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means). Such waiver is absolute, unlimited and includes, but is not limited to, waiver of express warranties, implied warranties, any warranties contained in or created by any statute (including the *Civil Code of Québec*), warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, warranties of quality, warranties of latent defects, strict liability and claims of every kind and type, with respect to the Vendor, the Business and the Purchased Assets, including, but not limited to, claims regarding defects, whether or not discoverable, or similar claims with respect to the Business, the Purchased Assets, the Transaction and any representations or statements made or information or data furnished to the Purchaser or its representatives in connection herewith. For greater certainty and without limiting the generality of the foregoing, the Parties hereby agree to exclude altogether the effect of the legal warranty provided for by article 1716 of the *Civil Code of Québec* and by article 1726 of the *Civil Code of Québec*, and that the Purchaser is purchasing the Purchased Assets at its own risk and peril within the meaning of article 1733 of the *Civil Code of Québec*.

ARTICLE 5 – COVENANTS

5.1 Further Assurances and Cooperation

Each Party will, from time to time after the Effective Date, at any other Party's reasonable request and without further consideration, (i) execute and deliver to the other Party such instruments of transfer, conveyance and assignment, in addition to those contemplated hereunder, as may be reasonably requested to transfer, convey and assign the Purchased Assets and the Assumed Liabilities to the Purchaser and otherwise to effect the transactions contemplated by this Agreement, and (ii) provide such documents and information and otherwise

cooperate with the other Party in preparing any necessary reports, returns, filings or other documents and otherwise complying with Applicable Law and the requirements of Governmental Authorities.

5.2 Employees

The Purchaser agrees to make an offer, effective the opening of business on the Closing Date, to employ each of the Employees, such offer to provide:

- (a) a substantially comparable job function, title and location as each such Employee was performing, held or had immediately prior to the Closing Date without material diminution of job responsibility or authority;
- (b) substantially comparable remuneration in the aggregate as each such Employee received immediately prior to the Closing Date;
- (c) benefits that are substantially comparable in the aggregate to those made available to such Employees by the Vendor immediately prior to the Closing Date; and
- (d) recognition of the Employees' previous years of service with the Vendor.

5.3 Use of Name

Following the Effective Date, the Vendor will not have any right, title or interest in the names "Coalision", "Lolë" and "Paradox" (or any variation thereof) or any trademarks, trade names, logos or symbols related thereto. As soon as reasonably practical following the Effective Date, the Vendor will (i) change its names (and cause its subsidiaries to change their names) to names that do not use trademarks, trade names, logos and symbols related to the name names "Coalision", "Lolë" and "Paradox" and will file such documents as are necessary to reflect such name change in each jurisdiction in which the Vendor is incorporated or qualified to do business as a foreign entity; and (ii) remove all trademarks, trade names, logos and symbols related to the names "Coalision", "Lolë" and "Paradox" from any properties and assets (including all signs) that are visible to, or obtainable by, members of the public. Notwithstanding the foregoing, the Vendor may refer to "Coalision", "Lolë" and "Paradox" (or other variant of the foregoing) as a former name, for legal notices or as required under the Bankruptcy and Insolvency Act (Canada) or for any other purposes required by applicable Laws.

5.4 Access to Books and Records

The Purchaser will preserve and keep the Books and Records acquired by it pursuant to this Agreement for a period of six years after the Effective Date, or for any longer periods as may be required by any Applicable Laws to such Books and Records. The Purchaser will make such Books and Records, as well as electronic copies of such Books and Records (to the extent available), available to the Trustee and the Vendor and its successors, and any trustee in bankruptcy or receiver of the Vendor, upon reasonable prior notice, and will, at such party's expense, permit any of the foregoing persons to access and take copies of such Books and Records as they may require, for the realization of any Excluded Assets or for any other purposes, the whole during normal business hours and without undue interference to the conduct of business of the Purchaser. The Purchaser has the right to have its representatives present during any such inspection.

ARTICLE 6 – CLOSING

6.1 Closing

Subject to the terms and conditions of this Agreement, the completion of the sale and purchase of the Purchased Assets described in Article 2 will take place on the Effective Date (the “Closing”).

ARTICLE 7 – MISCELLANEOUS

7.1 Waiver

The failure of any of the Parties to enforce at any time any of the provisions of this Agreement will in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part hereof or thereof or the right of either Party thereafter to enforce each and every such provision. No waiver of any breach of or non-compliance with this Agreement will be held to be a waiver of any other subsequent breach or non-compliance. No waiver of any provision of this Agreement will be effective unless made in writing by the Party against which the waiver is to be effective.

7.2 Amendment

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by all the Parties.

7.3 Notices

(a) Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement will be in writing and will be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service, or (iii) sent by e-mail or other similar means of electronic communication, in each case to the applicable address set out below:

(i) if to the Purchaser, to:

Lolè Brands Canada ULC
4075 Saint-Denis Street
Montréal (Québec) H2W 2M7

Attention: Todd Steele
Email: todd.steele@coalision.com

(ii) if to the Vendor, to:

Coalition Inc.
4075 Saint-Denis Street
Montréal (Québec) H2W 2M7

Attention: Todd Steele
Email: todd.steele@coalision.com

- (iii) and in any case, with a copy to:

Deloitte Restructuring Inc.
1190 Canadiens-de-Montréal Avenue, suite 500
Montréal (Québec) H3B 0M7

Attention: Jean-François Nadon
Email: fnadon@deloitte.ca

- (b) Any such communication so given or made will be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of e-mailing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, e-mailed or sent before 5:00 p.m. Eastern on such day. Otherwise, such communication will be deemed to have been given and made and to have been received on the next following Business Day.
- (c) Any Party may from time to time change its address under this Section 7.3 by notice to the other Parties, given in the manner provided by this Section 7.3.

7.4 Further Assurances

Each of the Parties hereto from and after the date hereof will, from time to time, and at the request and expense of the Party requesting the same, do all such further acts and things and execute and deliver such further instruments, documents, matters, papers and assurances as may be reasonably requested to complete the Transaction and for more effectually carrying out the true intent and meaning of this Agreement.

7.5 Costs and Expenses

Except as otherwise expressly provided in this Agreement, each Party will be responsible for all costs and expenses (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisors) incurred by it in connection with this Agreement and the Transaction.

7.6 Public Announcements

Except as required by Applicable Law, no public announcement or press release concerning the sale and purchase of the Purchased Assets may be made by the Vendor or the Purchaser without the prior consent and joint approval of the Vendor and the Purchaser.

7.7 Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the respective heirs, executors, administrators, other legal representatives, successors and permitted assigns of the Parties.

7.8 Entire Agreement

This Agreement, together with all schedules hereto and all agreements, instruments, documents and certificates delivered pursuant to this Agreement, constitutes the entire

agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties other than as expressly set forth in this Agreement.

7.9 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

7.10 Remedies Cumulative

The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that Party.

7.11 Governing Law

This Agreement is governed by and will be construed in accordance with the Laws of the Province of Québec and the Laws of Canada applicable therein.

7.12 Attornment and Exclusive Jurisdiction

Each Party agrees (a) that any legal proceedings relating to this Agreement may (but need not) be brought in the Court, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Court; (b) that it irrevocably waives any right to, and will not, oppose any such legal proceeding in the Court on any jurisdictional basis, including *forum non conveniens*; and (c) not to oppose the enforcement against it in any other jurisdiction of any order duly obtained from the Court as contemplated by this Section 7.12. Each Party agrees that service of process on such Party as provided in Section 7.12 will be deemed effective service of process on such Party.

7.13 Assignment

The Parties may not assign or transfer all or any part of their rights or obligations under this Agreement.


7.14 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which will constitute one and the same agreement. Transmission by facsimile or other electronic means of an executed counterpart of this Agreement will be deemed to constitute due and sufficient delivery of such counterpart.

[Signature page follows]

IN WITNESS WHEREOF the Parties have executed this Agreement on the date and at the place first above written.

1254429 B.C. UNLIMITED LIABILITY COMPANY

By: 
Name: Todd Steele
Title: Chief Executive Officer

I have authority to bind the corporation.

COALISION INC.

By: 
Name: Todd Steele
Title: Chief Executive Officer

I have authority to bind the corporation.

INTERVENTION OF THE TRUSTEE

The Trustee intervenes to this Agreement solely for the purpose of confirming its approval of its contents. The Trustee assumes no other obligations hereunder to any of the Parties.

DELOITTE RESTRUCTURING INC., in its capacity as Trustee under the notice of intention to make a proposal under the Bankruptcy and Insolvency Act (Canada) of the Vendors

By: _____
Name:
Title:

I have authority to bind the corporation.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date and at the place first above written.

1254429 B.C. UNLIMITED LIABILITY COMPANY

By: _____
Name: Todd Steele
Title: Chief Executive Officer

I have authority to bind the corporation.

COALISION INC.

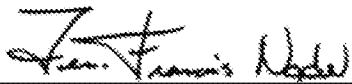
By: _____
Name: Todd Steele
Title: Chief Executive Officer

I have authority to bind the corporation.

INTERVENTION OF THE TRUSTEE

The Trustee intervenes to this Agreement solely for the purpose of confirming its approval of its contents. The Trustee assumes no other obligations hereunder to any of the Parties.

DELOITTE RESTRUCTURING INC., in its capacity as Trustee under the notice of intention to make a proposal under the Bankruptcy and Insolvency Act (Canada) of the Vendors

By: 
Name:
Title:

I have authority to bind the corporation.

**SCHEDULE 1.1(g)
ASSIGNED CONTRACTS**

1.

2.

3.

4.

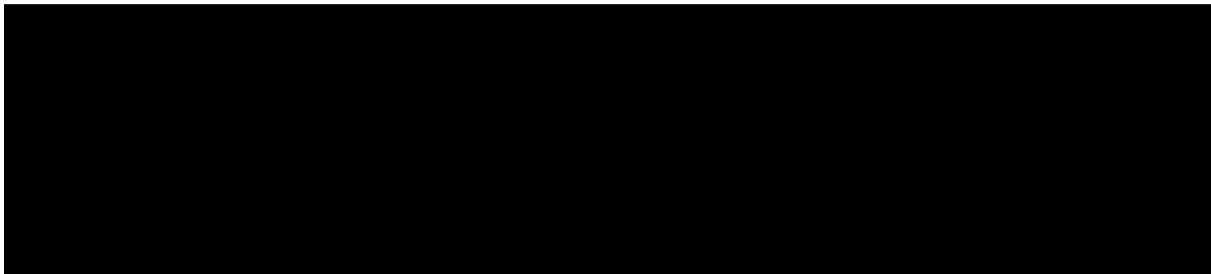
5.

6.

7.

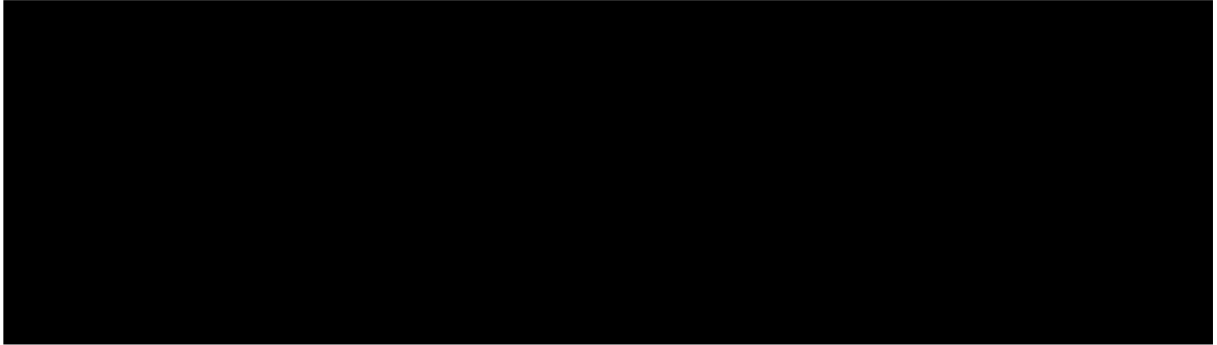
**SCHEDULE 1.1(i)
ASSUMED LEASED REAL PROPERTY**

1.



**SCHEDULE 1.1(j)
ASSUMED LIABILITIES**

- 1.
- 2.
- 3.



**SCHEDULE 1.1(y)(xi)
OTHER EXCLUDED ASSETS**

Nil.

**SCHEDULE 2.1(h)
INTELLECTUAL PROPERTY**

Domain names:

See attached.

Trademarks:

See attached.

INTELLECTUAL PROPERTY MATTERS**Domain Names**

COALISION-EUROPE.COM	loleactive.com	LOLEWHITETOUR.COM	LOLEWOMEN.MOBI	sayabylole.com
COALISION.COM	loleactive.info	LOLEWHITETOUR.INFO	LOLEWOMEN.NET	WHITEBYLOLE.CA
elenabylole.ca	loleactive.net	LOLEWHITETOUR.NET	LOLEWOMEN.ORG	WHITEBYLOLE.COM
elenabylole.com	loleactive.org	LOLEWHITETOUR.ORG	LOLEWOMEN.SE	WHITEBYLOLE.FR
ELVACLOTHES.COM	loleactivewear.com	LOLEWOMAN.COM	LOLEWOMEN.US	WHITEBYLOLE.INFO
ELVACLOTHING.COM	LOLEKID.COM	LOLEWOMEN.BE	LOLEWOMEN.WS	WHITEBYLOLE.NET
FLOSPORT.COM	LOLEKIDS.COM	LOLEWOMEN.BIZ	loleyoga.com	WHITEBYLOLE.ORG
LAIKUS.CO.UK	lolelifelife.ca	LOLEWOMEN.CA	loleyoga.info	WHITEPARLOLE.CA
LAIKUS.INFO	lolelifelife.com	LOLEWOMEN.CO	loleyoga.net	WHITEPARLOLE.COM
LAIKUS.NET	lolelifelife.info	LOLEWOMEN.CO.UK	loleyoga.org	WHITEYOGASESSION.COM
LAIKUS.ORG	lolelifelife.net	LOLEWOMEN.COM	lumibylole.com	WHITEYOGASESSION.FR
LOLE.BE	lolelifelife.org	LOLEWOMEN.DE	MYLOLEWOMEN.COM	YOGAENBLANC.COM
LOLE.CA	LOLELOVE.CA	LOLEWOMEN.ES	PARADOXOUTDOOR.COM	YOGAENBLANC.FR
LOLE.CO	LOLELOVE.COM	LOLEWOMEN.FR	PARADOXOUTDOORS.COM	
lole.life LOLE.US	LOLEMAN.COM	LOLEWOMEN.INFO	PARADOXSPORT.COM	
lolewomen.eu	LOLEMEN.COM	LOLEWOMEN.IT	sayabylole.ca	
lole.eu				
lole.com.tr				
loldk				
lole.fi				
lolewomen.ch				
lolewomen.ru				
lolewomen.no				
lolewomen.fi				
lolewomen.dk				

List of Trademark Applications and Registrations of COALISION INC.

TERRITORY	TRADEMARK	APPLICATION/REGISTRATION STATUS	APPLICATION No.	REGISTRATION No.
*EUROPEAN UNION TRADEMARK (EUTM)				
	[STYLIZED "L"] (Design)	® (Trademark has been Registered)	009842551	009842551
	[STYLIZED MOUNTAIN] (Design) / PARADOX LOGO	® (Trademark has been Registered)	010774635	010774635
	COALISION	® (Trademark has been Registered)	003221017	003221017
	LOLÉ	® (Trademark has been Registered)	004606604	004606604
	LOLÉ	® (Trademark has been Registered)		015449201
	LOLÉ WHITE TOUR	® (Trademark has been Registered)	011965399	011965399
	PARADOX	® (Trademark has been Registered)	013292636	013292636
	WHITE BY LOLÉ	® (Trademark has been Registered)	013250956	013250956
ANDORRA				
	[STYLIZED "L"] (Design)	® (Trademark has been Registered)	27145	31317
	LOLÉ	® (Trademark has been Registered)	27146	31318
AUSTRALIA				
	[STYLIZED "L"] (Design)	® (Trademark has been Registered)	1415832	1415832
	[STYLIZED MOUNTAIN] (DESIGN) / PARADOX LOGO	Availability Search was Performed		
	LOLÉ	® (Trademark has been Registered)	1130309	1130309
	LOLÉ	® (Trademark has been Registered)	1774865	1774865
	PARADOX	® (Trademark has been Registered)	1333714	1333714
BAHRAIN				
	LOLÉ	® (Trademark has been Registered)	112195	112195
	LOLÉ	® (Trademark has been Registered)	112193	112193
	LOLÉ	® (Trademark has been Registered)	112194	112194
BRAZIL				
	LOLÉ	® (Trademark has been Registered)	840684207	840684207
CAMBODIA				

CAMBODIA

[STYLIZED "L"] (Design) ® (Trademark has been Registered) KH/60305/14 KH/60305/15

LOĚ® (Trademark has been Registered) KH/60304/14 KH/58723/16

CANADA

"Lo" (Design) ® (Trademark has been Registered) 1180921 TMA615345

"Lolē pop" (Design) ® (Trademark has been Registered) 1497883 TMA814602

"Lolē" (Design) ® (Trademark has been Registered) 1118095 TMA605389

[DOVE] (Design) ® (Trademark has been Registered) 1307777 TMA695076

[GEOMETRIC FIGURE] (Design) ® (Trademark has been Registered) 1143923 TMA610554

[STYLIZED "L"] (Design) ® (Trademark has been Registered) 1500340 TMA836912

[STYLIZED MOUNTAIN] (Design) / PARADOX LOGO ® (Trademark has been Registered) 1568598 TMA914192

[STYLIZED MOUNTAIN] (Design) / PARADOX LOGO Trademark is Admitted 1791171

COALISION ® (Trademark has been Registered) 1152857 TMA606522

ELVA ® (Trademark has been Registered) 1688244 LMC955180

ELVA & "V" (Design) ® (Trademark has been Registered) 1694666 TMA956,798

FLOSPORT ® (Trademark has been Registered) 1040759 TMA586781

LAIKUS ® (Trademark has been Registered) 1141965 TMA593959

LIVE OUT LOUD EVERYDAY ® (Trademark has been Registered) 1476318 TMA828306

LOĚ® (Trademark has been Registered) 1071609 TMA610336

LOĚ Trademark is Admitted 1782062

LOĚ WHITE TOUR ® (Trademark has been Registered) 1633114 TMA944,375

LOĚWOMEN ® (Trademark has been Registered) 1698769 TMA919130

MERINO BLEND BY/PARADOX ® (Trademark has been Registered) 1560208 TMA895086

PARADOX ® (Trademark has been Registered) 1215366 TMA645514

TERRITORY	TRADEMARK	APPLICATION/REGISTRATION STATUS	APPLICATION No.	REGISTRATION No.
CANADA				
	PARADOX	Advertised	1791174	
	WHITE BY LOLE	Application was Accepted for Registration	1632662	
	WHITE YOGA SESSION	* (Trademark has been Registered)	1589458	TMA882741
CHINA (PRC)				
	[STYLIZED "L"] (Design)	* (Trademark has been Registered)	9267018 S	9267018
	[STYLIZED "L"] (Design)	* (Trademark has been Registered)	9267019 S	9267019
	[STYLIZED MOUNTAIN] (Design) / PARADOX LOGO	* (Trademark has been Registered)	21749076	21749076
	FLOSPORT	Abandoned		
	LAIKUS	Trademark is not available		
	LOLE	* (Trademark has been Registered)	5558441	5558441
	LOLE	* (Trademark has been Registered)	20025949	20025949
	PARADOX	Filed		
COLOMBIA				
	[STYLIZED "L"] (Design)	* (Trademark has been Registered)	11-144.178	457422
	[STYLIZED "L"] (Design)	* (Trademark has been Registered)	11-144.187	457423
FRANCE				
	JOGA	* (Trademark has been Registered)	164289536	164289536
	WHITE YOGA SESSION	* (Trademark has been Registered)	3857747	3857747
HONG KONG				
	[STYLIZED "L"] (Design)	* (Trademark has been Registered)	301867843	301867843
	LOLE	* (Trademark has been Registered)	300704222	300704222
ICELAND				
	[STYLIZED "L"] (Design)	* (Trademark has been Registered)	2669/2014	68/2015
	LOLE	* (Trademark has been Registered)	2668/2014	67/2015
INDIA				
	[STYLIZED "L"] (Design)	Abandoned	3102885	
IRAQ				

TERRITORY	TRADEMARK	APPLICATION/REGISTRATION STATUS	APPLICATION No.	REGISTRATION No.
IRAQ				
	LOĚ	Application was Accepted - Waiting for Publication		
ISRAEL				
	LOĚ	Application was Filed - Examination is Ongoing	282619	
JAPAN				
	[STYLIZED "L"] (DESIGN)	* (Trademark has been Registered)	2015-66231	5818589
	[STYLIZED MOUNTAIN] (DESIGN) / PARADOX LOGO	* (Trademark has been Registered)	2016-127292	5947449
	LOĚ	* (Trademark has been Registered)	2015-66232	5818590
	LOĚ	* (Trademark has been Registered)	2016-52023	5896566
	PARADOX	* (Trademark has been Registered)	H05-112095	3237716
KUWAIT				
	LOĚ	Application was Accepted - Waiting for Publication	172927	
	LOĚ	Application was Accepted - Waiting for Publication	172925	
	LOĚ	* (Trademark has been Registered)	172926	172926
MEXICO				
	[STYLIZED "L"] (Design)	* (Trademark has been Registered)	1,222,408	1,273,467
	[STYLIZED "L"] (Design)	* (Trademark has been Registered)	1,222,409	1,273,468
	[STYLIZED MOUNTAIN] (DESIGN) / PARADOX LOGO	* (Trademark has been Registered)	1,817.102	1735997
	LOĚ	* (Trademark has been Registered)	1,618,588	1,573,667
	LOĚ	Application was Filed But Rejected	1,618,589	
	LOĚ	* (Trademark has been Registered)	1749123	1,672,985
	PARADOX	* (Trademark has been Registered)	1,157,915	1266073
NEW ZEALAND				
	[STYLIZED "L"] (Design)	* (Trademark has been Registered)	839107	839107
	LOĚ	* (Trademark has been Registered)	753485	753485
NORWAY				
	[STYLIZED "L"] (Design)	* (Trademark has been Registered)	201112004	263902

TERRITORY	TRADEMARK	APPLICATION/REGISTRATION STATUS	APPLICATION No.	REGISTRATION No.
NORWAY				
	LOĚ	* (Trademark has been Registered)	201411306	279359
OMAN				
	LOĚ	* (Trademark has been Registered)	98331	98331
	LOĚ	* (Trademark has been Registered)	98332	98332
	LOĚ	* (Trademark has been Registered)	98333	98333
QATAR				
	LOĚ	Application was Advertised (Opposition Period)	100686	
	LOĚ	Application was Advertised (Opposition Period)	100684	
	LOĚ	* (Trademark has been Registered)	100685	100685
RUSSIA				
	[STYLIZED "L"] (Design)	* (Trademark has been Registered)	2011734763	466614
	LOĚ	* (Trademark has been Registered)	2014733844	564343
SAUDI ARABIA (KSA)				
	LOĚ	* (Trademark has been Registered)	1437000399	1437000399
	LOĚ	* (Trademark has been Registered)	1437000397	143700039
	LOĚ	* (Trademark has been Registered)	1437000398	1437000398
SOUTH KOREA				
	[STYLIZED "L"] (Design)	* (Trademark has been Registered)	40-2011-58249	963278
	[STYLIZED "L"] (DESIGN)	* (Trademark has been Registered)	40-2016-0087059	258325
	[STYLIZED MOUNTAIN] (DESIGN) / PARADOX LOGO	* (Trademark has been Registered)	40-2016-0101015	40201601010 15
	LOĚ	* (Trademark has been Registered)	40-2016-0061680	280602
	LOĚ	Application was filed	4020170163830	
	PARADOX	* (Trademark has been Registered)	2009-58629	40-0880146-0
SWITZERLAND				
	[STYLIZED "L"] (Design)	* (Trademark has been Registered)	53647/2011	619 000
	LOĚ	* (Trademark has been Registered)	02251/2005	543106
TAIWAN				

TAIWAN

[STYLIZED MOUNTAIN] (DESIGN) / PARADOX LOGO Availability Search was Performed

LOLĚ	* (Trademark has been Registered)	105029856	01807929
PARADOX	* (Trademark has been Registered)	98046521	01405649

THAILAND

[STYLIZED "L"] (DESIGN)	* (Trademark has been Registered))	958649	171120345
[STYLIZED "L"] (DESIGN)	* (Trademark has been Registered)	958650	171120477
[STYLIZED "L"] (DESIGN)	* (Trademark has been Registered)	958648	409010
LOLĚ	* (Trademark has been Registered)	958646	424100
LOLĚ	Application Refusal Being Appealed	958647	
LOLĚ	* (Trademark has been Registered)	958645	409007

TURKEY

[STYLIZED "L"] (Design)	* (Trademark has been Registered)	2011/91397	2011/91397
LOLĚ	* (Trademark has been Registered)	2014/50205	2014/50205

UNITED ARAB EMIRATES

LOLĚ	* (Trademark has been Registered)	241522	
LOLĚ	* (Trademark has been Registered)	241520	
LOLĚ	* (Trademark has been Registered)	241521	

UNITED STATES

"LolĚ pop" (Design)	* (Trademark has been Registered)	85/164,119	4,141,018
[DOVE] (Design)	* (Trademark has been Registered)	78/926,810	3,617,667
[STYLIZED "L"] (Design)	* (Trademark has been Registered)	85/164,074	4,093,032
[STYLIZED MOUNTAIN] (Design) / PARADOX LOGO	* (Trademark has been Registered)	85/575,076	5,091,359
[STYLIZED MOUNTAIN] (DESIGN) / PARADOX LOGO	Application was Accepted for Registration	87105777	5397260
FLOSPORT	* (Trademark has been Registered)	76/285,282	2,857,198

UNITED STATES

LOLÉ	® (Trademark has been Registered)	78/856,195	3,208,486
LOLÉ	® (Trademark has been Registered)	78/256,513	3,058,662
LOLÉ	® (Trademark has been Registered)	87030476	5397120
LOLÉ WHITE TOUR	® (Trademark has been Registered)	86/003,381	4,732,214
PARADOX	® (Trademark has been Registered)	78/509,430	3,128,754
PARADOX	® (Trademark has been Registered)	87101629	5397256
WHITE BY LOLÉ	Application was Accepted for Registration	86/151,614	
WHITE YOGA SESSION	® (Trademark has been Registered)	85/705,693	4,626,409

SCHEDULE 3.3
ALLOCATION OF PURCHASE PRICE

(see attached)

