

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605399

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	COURT ORDER		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BDC CAPITAL INC.		09/22/2020	Corporation: CANADA
INVESTISSEMENT QUEBEC		09/22/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	6860966 CANADA INC.		
Street Address:	2760 Daniel-Johnson Boulevard		
City:	Laval (Quebec)		
State/Country:	CANADA		
Postal Code:	H7P5Z7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3549188	ESSENTIA	
Registration Number:	4333518	ESSENTIA	
CORRESPONDENCE DATA			
Fax Number:	2022937860		
<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>			
Phone:	2022937060		
Email:	tm@sughrue.com, vmullineaux@sughrue.com		
Correspondent Name:	KEVIN G. SMITH/SUGHRUE MION, PLLC		
Address Line 1:	2000 PENNSYLVANIA AVENUE NW, SUITE 900		
Address Line 4:	WASHINGTON, D.C. 20006		
ATTORNEY DOCKET NUMBER:	D5961		
NAME OF SUBMITTER:	Kevin Smith		
SIGNATURE:	/kgs/		
DATE SIGNED:	10/28/2020		
Total Attachments: 9			
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SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

No. 500-11-058800-208 (Essentia Group Inc.)

No. 500-11-058844-206 (6860966 Canada Inc.)

DATE: September 22, 2020

PRESIDING: M^{re} PATRICK GOSSELIN
Registraire

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF EACH OF:
GROUPE ESSENTIA INC. / ESSENTIA GROUP INC.**

6860966 CANADA INC.

Debtors/Petitioners

-and-

MNP LTD.

Trustee

-and-

THE PARTIES LISTED IN THE SERVICE LIST

Impleaded Parties

APPROVAL AND VESTING ORDER

- [1] **ON READING** the *Motion for Sale Approval and Vesting Order* (the "**Motion**") of Essentia Group Inc. ("**Essentia**") and 6860966 Canada Inc. ("**686**" and together with Essentia collectively, the "**Debtors**"), the affidavit and the exhibits in support thereof, as well as the Report of the Trustee (the "**Report**");
- [2] **SEEING** the notification/service of the Motion;
- [3] **SEEING** the submissions of counsel;

- [4] **SEEING** that it is appropriate to issue an order approving the sale transaction (the "Transaction") contemplated by the "Offer to Purchase" dated August 28, 2020 by and between the Debtors (the "Vendors"), as vendors, and While You Were Sleeping Inc., on behalf of a company to be incorporated without personal liability (the "Purchaser"), as purchaser, and accepted on August 28, 2020 and thereafter amended on September 14, 2020 (the "Offer"), a copy of which was filed as Exhibit P-1 to the Motion, and vesting in the Purchaser the property set forth in **Schedule "A"** hereto (the "Purchased Property").

WHEREFORE THE COURT:

- [5] **GRANTS** the Motion.

NOTIFICATION/SERVICE

- [6] **ORDERS** that any prior delay for the presentation of this Motion is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further notification/service thereof.
- [7] **PERMITS** notification/service of this Order at any time and place and by any means whatsoever.

SALE APPROVAL

- [8] **ORDERS** and **DECLARES** that the Transaction, including the allocation of the purchase price as set forth in the Offer, is hereby approved, and the execution of the Offer by the Vendors is hereby authorized and approved, with such non-material alterations, changes, amendments, deletions or additions thereto as may be agreed to by Vendors and Purchaser, but only with the consent of the Trustee.

EXECUTION OF DOCUMENTATION

- [9] **AUTHORIZES** the Vendors and the Purchaser to perform all acts, sign all documents and take any necessary action to execute any agreement, contract, deed, provision, transaction or undertaking stipulated in the Offer and any other ancillary document which could be required or useful to give full and complete effect thereto, subject to alterations, changes, amendments, deletions or additions thereto as may be agreed to by Vendors and Purchaser, but only with the consent of the Trustee, and to execute all other agreements, contracts, deeds or any other documents and do all other things necessary in order to give full and complete effect to the Transaction.

AUTHORIZATION

- [10] **ORDERS** and **DECLARES** that this Order shall constitute the only authorization required by the Vendors to proceed with the Transaction and that no shareholder or regulatory approval, if applicable, shall be required in connection therewith.
- [11] **ORDERS** and **DECLARES** that upon the issuance of a Trustee's certificate substantially in the form appended as **Schedule "B"** hereto (the "Certificate"), all rights, title and interest in and to the Purchased Property shall vest absolutely and exclusively in and

with the Purchaser, free and clear of and from any and all claims, liabilities (direct, indirect, absolute or contingent), obligations, interests, prior claims, security interests (whether contractual, statutory or otherwise), liens, rights of retention, charges, hypothecs, mortgages, pledges, deemed trusts, assignments, judgments, executions, writs of seizure or execution, notices of sale, options, adverse claims, levies, rights of first refusal or other pre-emptive rights in favour of third parties, restrictions on transfer of title, contractual rights relating to the Purchased Property, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise (collectively, the "Encumbrances"), including without limiting the generality of the foregoing, all Encumbrances and all charges or security evidenced by registration, publication or filing pursuant to the *Civil Code of Québec* or any other applicable legislation providing for a security interest in movable property and, for greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Purchased Property be cancelled and discharged as against the Purchased Property, in each case effective as of the applicable time and date of the Certificate.

- [12] **DECLARES** that upon issuance of the Certificate, the Transaction shall be deemed to constitute and shall have the same effect as a sale under judicial authority as per the provisions of the *Code of Civil Procedure* and a forced sale as per the provisions of the *Civil Code of Quebec*.
- [13] **ORDERS** and **DIRECTS** the Trustee to file with the Court a copy of the Certificate, forthwith after issuance thereof.

CANCELLATION OF SECURITY REGISTRATIONS

- [14] **ORDERS** that, upon issuance of the Certificate, the Registrar of the Quebec Register of Personal and Movable Real Rights shall, upon presentation of the required form with a true copy of this Order and the Certificate, radiate and discharge the following publications (the "**Publications**") in connection with the Purchased Property in order to allow the transfer to the Purchaser of the Purchased Property free and clear of the Publications, such that the Purchased Property will no longer be hypothecated by the Publications:

With respect to Essentia:

NATURE OF SECURITY REGISTRATION	PUBLICATION NO. (registration)	SECURED PARTY
Conventional hypothec without delivery (machinery and equipment)	09-0040889-0001	BANQUE DE MONTREAL
Conventional hypothec without delivery (life insurance policy)	10-0728706-0001	BANQUE DE MONTREAL
Conventional hypothec without delivery (life insurance policy)	10-0728757-0001	BANQUE DE MONTREAL
Conventional hypothec without delivery	10-0731623-0001	BANQUE DE MONTREAL

NATURE OF SECURITY REGISTRATION	PUBLICATION NO. (registration)	SECURED PARTY
Conventional hypothec without delivery	11-0269607-0001	BANQUE DE MONTREAL
Conventional hypothec without delivery (specific machinery and equipment)	13-0270855-0001	BANQUE DE MONTREAL
Conventional hypothec without delivery	13-0581648-0001	BDC CAPITAL INC.
Conventional hypothec without delivery	13-03581667-0001	BDC CAPITAL INC.
Conventional hypothec without delivery (equipment and machinery)	13-0798571-0001	BANQUE DE DÉVELOPPEMENT DU CANADA
Conventional hypothec without delivery (life insurance policy)	13-1074271-0001	BDC CAPITAL INC.
Conventional hypothec without delivery (life insurance policy)	14-0805848-0001	BANQUE DE MONTRÉAL
Conventional hypothec without delivery (life insurance policy)	14-0825739-0001	BANQUE DE MONTRÉAL
Conventional hypothec without delivery (equipment and machinery)	15-0693616-0001	BANQUE DE DÉVELOPPEMENT DU CANADA
Conventional hypothec without delivery	16-0870021-0001	INVESTISSEMENT QUÉBEC
Conventional hypothec without delivery	16-0870034-0001	BDC CAPITAL INC.
Conventional hypothec without delivery (machinery and equipment)	17-0274681-0001	BANK OF MONTREAL
Conventional hypothec without delivery	17-0986399-0001	BANK OF MONTREAL
Conventional hypothec without delivery	17-0986399-0002	BANK OF MONTREAL
Conventional hypothec without delivery	18-0789525-0001	DELOS CHINA (HK) LIMITED

With respect to 686:

NATURE OF SECURITY REGISTRATION	PUBLICATION NO. (registration)	SECURED PARTY
Conventional hypothec without delivery	10-0731625-0001	BANQUE DE MONTREAL
Conventional hypothec without delivery	16-0870023-0001	INVESTISSEMENT QUÉBEC
Conventional hypothec without delivery	16-0870036-0001	BDC CAPITAL INC.

NET PROCEEDS

- [15] **ORDERS** that the net proceeds from the sale of the Purchased Property (the "Net Proceeds") shall be remitted to the Trustee and shall be distributed according to rank and in accordance with applicable legislation.
- [16] **ORDERS** that for the purposes of determining the nature and priority of the Encumbrances, the Net Proceeds from the sale of the Purchased Property shall stand in the place and stead of the Purchased Property, and that upon payment of the Purchase Price (as defined in the Offer) by the Purchaser, all Encumbrances shall attach to the Net Proceeds with the same priority as they had with respect to the Purchased Property immediately prior to the sale, as if the Purchased Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

VALIDITY OF THE TRANSACTION

- [17] **ORDERS** that notwithstanding:
- (i) the pendency of these proceedings;
 - (ii) any petition for a receiving order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act, Canada* (the "BIA") and any order issued pursuant to any such petition; or
 - (iii) the provisions of any federal or provincial legislation,

the vesting of the Purchased Property contemplated in this Order, as well as the execution of the Offer pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, as against the Vendors, the Purchaser or the Trustee.

LIMITATION OF LIABILITY

- [18] **DECLARES** that, subject to other orders of this Court, nothing herein contained shall require the Trustee to occupy or to take control, or to otherwise manage all or any part of the Purchased Property. The Trustee shall not, as a result of this Order, be deemed to be in possession of any of the Purchased Property within the meaning of environmental legislation, the whole pursuant to the terms of the BIA.
- [19] **DECLARES** that no action lies against the Trustee by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court. The entities related to the Trustee or belonging to the same group as the Receiver shall benefit from the protection arising under the present paragraph.

GENERAL

- [19] **ORDERS** that the Purchaser or the Trustee shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances.

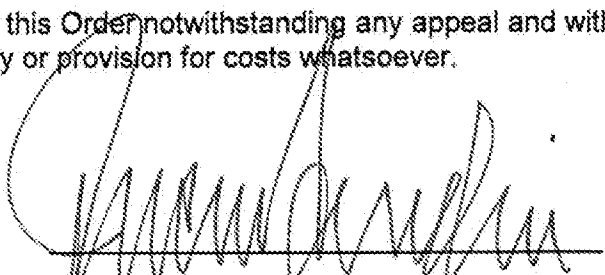
[20] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.

[21] **DECLARES** that the Trustee shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement the Order and, without limitation to the foregoing, an order under Chapter 15 of the U.S. Bankruptcy Code, for which the Trustee shall be the foreign representative of the Debtor. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Trustee as may be deemed necessary or appropriate for that purpose.

[22] **REQUESTS** the aid and recognition of any court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order.

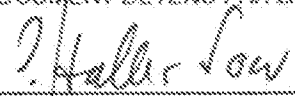
[23] **ORDERS** the provisional execution of this Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.

THE WHOLE WITHOUT COSTS.


M^{re} PATRICK GOSSELIN
Registraire

KUGLER KANDESTIN LLP
Me Gerald F. Kandestin
Me Jeremy Cuttler
Attorneys for the Debtors/Petitioners

COPIE CERTIFIÉE CONFORME
AU DOCUMENT DÉTENU PAR LA COUR


Personne désignée par le greffier

SCHEDULE "A"
PURCHASED PROPERTY

With respect to Essentia Group Inc. ("Essentia"), all of Essentia's property and undertakings of any sort whatsoever and without limitation, movable, tangible and intangible property including, without limitation:

- a. all of Essentia's inventory listed on Schedule A of the Offer and any other inventory as may be existing as at the "Closing Date" (as defined in the Offer);
- b. all of Essentia's machinery, equipment, furniture and other tangible movable property, including without limitation, the property more fully described in Schedule B of the Offer and any other such property as may be existing as at the Closing Date;
- c. any and all accounts receivable of any type due to Essentia as at the Closing Date; and
- d. all of Essentia's goodwill, intellectual property and intangible rights, in its broadest sense, including, without limitation, any trade names, websites, domain names, email addresses, telephone numbers, logos, signs, marketing materials, permits, licenses, licensing rights, patents, internal processes, technical knowhow, clients' lists, suppliers' lists, orders, bookings, rights under conditional sales agreements and/or other contracts, and the books and records relating to the operations of Essentia's business.

With respect to 6860966 Canada Inc. ("686"), all intellectual property in its broadest sense owned by 686, or in which 686 has any rights, title or interest (to the extent of such rights, title or interest) as at the date of the Offer, including, without limitation, all trademarks, patents and patent pending which in any manner whatsoever relate to Essentia's business or were used by Essentia, including, without limitation, the registered trademarks listed in the Offer, together with all of the goodwill represented by the trademarks.

SCHEDULE "B"
DRAFT CERTIFICATE OF THE TRUSTEE

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
Commercial Division

IN THE MATTER OF THE NOTICE OF
INTENTION TO MAKE A PROPOSAL OF
EACH OF:

File N°: 500-11-058800-208

GROUPE ESSENTIA INC./ESSENTIA
GROUP INC.

File N°: 500-11-058844-206

6860966 CANADA INC.

Debtors/Petitioners

-and-

MNP LTD.

Trustee

-and-

THE PARTIES LISTED IN THE SERVICE
LIST

Impleaded Parties

CERTIFICATE OF THE TRUSTEE

RECITALS:

WHEREAS on September 4, 2020 the Superior Court of Quebec (the "Court") issued an Approval and Vesting Order pursuant to the *Bankruptcy and Insolvency Act*, Canada thereby, *inter alia*, authorizing and approving the execution by Essentia Group Inc. and 6860966 Canada Inc. (collectively the "Debtors") of that certain offer to purchase made by While You Were Sleeping Inc., on behalf of a company to be incorporated without any personal liability (the "Purchaser") and accepted by the Debtors on August 28, 2020 and thereafter amended on September 14, 2020 (the "Offer"), a copy of which was filed in the Court record, and into all the transactions contemplated therein (the "Transaction") with such modifications, changes, amendments, deletions or additions thereto, as may be agreed to by the Debtors and Purchaser, with the consent of the Trustee.

THE TRUSTEE CERTIFIES THE FOLLOWING:

- (a) the conditions to "Closing" (as defined in the Offer) have been satisfied or waived by the parties thereto;
- (b) the "Purchase Price" (as defined in the Offer) and all applicable taxes have been paid to the Trustee; and
- (c) an asset purchase agreement has been executed by the Debtors and the Purchaser and all other closing items as set forth in the Offer have been completed.

This Certificate was issued by the Trustee at ____:____ [TIME] on _____ [DATE].

MNP LTD., in its capacity as Trustee to the Notice of Intention to Make a Proposal of each of **Essentia Group Inc.** and **6860966 Canada Inc.**, and not in its personal capacity.

Name: _____

Title: _____
