

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal		03/07/2018	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Loxcreen Canada Ltd.		
Street Address:	5720 Ambler Dr		
City:	Mississauga		
State/Country:	CANADA		
Postal Code:	L4W 2B1		
Entity Type:	Corporation: ONTARIO		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5024818	CLIMALOC	
Registration Number:	5420818	CLIMALOC PLUS	
Registration Number:	4548003	CLIMALOC PRO-SPEC	
Registration Number:	2284589		
Registration Number:	2275336	ESKIMO	
Registration Number:	4801820	ESKIMO	
Registration Number:	4797907	POLAR GRIP	
Registration Number:	4758841	RCR	
Registration Number:	4665442	TOPSI	
Registration Number:	4771062	T-REX	
Serial Number:	87062088	W.J. DENNIS	
Serial Number:	87211829	SEASONPROOF YOUR HOME	
Serial Number:	86853072	ESSENTIA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	405-229-9709		
Email:	sean@oconnellpllc.com		

OP \$340.00 5024818

Correspondent Name: Sean V. O'Connell
Address Line 1: 3812 Timberline PI
Address Line 4: Edmond, OKLAHOMA 73013

NAME OF SUBMITTER: Sean V. O'Connell

SIGNATURE: /Sean O'Connell/

DATE SIGNED: 02/25/2020

Total Attachments: 17

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**SUPERIOR COURT
(Commercial Division)**

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

No.: 500-11-053555-179

DATE: February 27, 2018

BEFORE THE HONOURABLE DAVID COLLIER, J.S.C.

***IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, AS AMENDED:***

RCR INTERNATIONAL INC.

-and-

W.J. DENNIS & COMPANY

Applicants

-and-

**THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL
RIGHTS**

-and-

BANK OF MONTREAL

-and-

LOXCREEN CANADA LTD.

Mis-en-Cause

-and-

ERNST & YOUNG INC.

Monitor

APPROVAL AND VESTING ORDER

- [1] **ON READING** the Applicants' Motion for the Issuance of an Order Extending the Stay of Proceedings and an Approval and Vesting Order (the "**Motion**"), the affidavit and the exhibits in support thereof, as well as the Report of the Monitor dated February 26, 2018 (the "**Report**");
- [2] **CONSIDERING** the representations of counsel;
- [3] **CONSIDERING** the provisions of the CCAA;
- [4] **CONSIDERING** that it is appropriate to issue an order approving the transaction(s) (the "**Transaction**") contemplated by the agreement entitled Asset Purchase Agreement (the "**MD Agreement**") by and between the Applicants (the "**Vendors**") as vendors, and Loxcreen Canada Ltd., dba M-D Canada (the "**Purchaser**"), as purchaser, copy of which was filed as Exhibit R-6 to the Motion, and vesting in the Purchaser the assets described in the MD Agreement (the "**Purchased Assets**").

THE COURT HEREBY:

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

Service

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

Sale Approval

- [8] **APPROVES** the Transaction.
- [9] **AUTHORIZES** the Vendors to execute the MD Agreement, with such non-material alterations, changes, amendments, deletions or additions thereto as may be agreed to between the Vendors and the Purchaser, but only with the consent of the Monitor.

Execution of Documentation

- [10] **AUTHORIZES** the Vendors, the Monitor 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 MD Agreement (Exhibit R-6) and any other ancillary document which could be required or useful to give full and complete effect thereto.

Authorization

- [11] **ORDERS** and **DECLARES** that this Order shall constitute the only authorization required by the Vendors to proceed with the Transaction and that no shareholder, other corporate approval or regulatory approval, if applicable, shall be required in connection therewith.

Vesting of Purchased Assets

- [12] **ORDERS** and **DECLARES** that upon the issuance of a Monitor's certificate substantially in the form appended as Schedule A hereto (the "**Certificate**"), all rights, title and interest in and to the Purchased Assets 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, charges, hypothecs, mortgages, pledges, trusts (including any deemed or constructive trust), assignments, rights of retention, 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, taxes, 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 charges, security interests or charges evidenced by registration, publication or filing pursuant to the Civil Code of Québec or any other applicable legislation providing for a security interest in personal or movable property;

- [13] For greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Purchased Assets be expunged and discharged as against the Purchased Assets, in each case effective as of the applicable time and date of the Certificate.

- [14] **ORDERS** the Monitor to file with the Court a copy of the Certificate, forthwith after issuance thereof.

Partial Discharge of Security Registrations

- [15] **ORDERS** the Quebec Personal and Movable Real Rights Registrar, upon presentation of the required form with a true copy of this Order and the Certificate, to partially discharge the registration numbers listed below in

connection with the Purchased Assets in order to allow the transfer to the Purchaser of the Purchased Assets free and clear of such registrations.

Nature of Security	Registration Number	Date	Secured Party
Conventional hypothec without delivery	14-0528087-0001 / 14-0528087-0002	2014-06-12	Bank of Montréal

Net Proceeds

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

Successor Employer

- [18] **DECLARES** that the Purchaser shall not be deemed to be an employer or a joint or successor employer or a related or common employer or payor within the meaning of the *Act Respecting Labour Standards*, the *Civil Code of Québec* or any other applicable legislation governing employment or labour standards or pension benefits or health and safety or other statute, regulation or rule of law or equity and for greater certainty, shall not incur any successorship liabilities whatsoever.

Validity of the Transaction

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

the vesting of the Purchased Assets contemplated in this Order, as well as the execution of the MD Agreement 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 Monitor.

Limitation of Liability

- [20] **DECLARES** that nothing herein contained shall require the Monitor to occupy or to take control, or to otherwise manage all or any part of the Purchased Assets. The Monitor shall not, as a result of this Order, be deemed to be in possession of any of the Purchased Assets within the meaning of environmental legislation, the whole pursuant to the terms of the CCAA.
- [21] **DECLARES** that no action lies against the Monitor 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 Monitor or belonging to the same group as the Monitor shall benefit from the protection arising under the present paragraph.

Sealing

- [22] **ORDERS** that Exhibits R-4 and R-5 to the Motion be kept confidential and under seal with the Court.

General

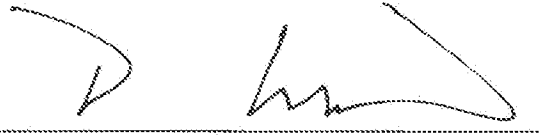
- [23] **ORDERS** that the Purchaser, the Vendors or the Monitor shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances.
- [24] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.
- [25] **DECLARES** that RCR International Inc. ("RCR") 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 RCR shall be the foreign representative of the Applicants. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to RCR as may be deemed necessary or appropriate for that purpose.
- [26] **REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America or elsewhere, to give effect to this Order and to assist this Court in carrying out the terms of the Order.

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

- [28] **THE WHOLE** without costs.

COPIE CERTIFIÉE CONFORMÉ
AU DOCUMENT DÉPOSÉ EN LA COUR





David Collier, J.S.C.

MTRE. REBECCA KENNEDY
(THORNTON GROUT FINNIGAN LLP)
COUNSEL TO THE APPLICANTS

MTRE. GILLES PAQUIN
(FISHMAN FLANZ MELAND PAQUIN LLP)
COUNSEL TO THE MONITOR

MTRE. JULIEN MORISSETTE
(OSLER HOSKIN & HARCOURT LLP)
COUNSEL TO THE PURCHASER

Hearing date: February 27, 2018

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
Commercial Division

File No.: 500-11-053555-179

**IN THE MATTER OF *THE COMPANIES'*
CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED:**

RCR INTERNATIONAL INC.

-and-

W.J. DENNIS & COMPANY

Applicants

-and-

**THE REGISTRAR OF THE REGISTER OF
PERSONAL AND MOVABLE REAL
RIGHTS**

-and-

BANK OF MONTREAL

-and-

LOXGREEN CANADA LTD.

Mis-en-Cause

-and-

ERNST & YOUNG INC.

Monitor

CERTIFICATE OF THE MONITOR

RECITALS:

WHEREAS on November 21, 2017, the Superior Court of Québec (the “**Court**”) granted an Order (as amended and restated, the “**Initial Order**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, in respect of RCR International Inc. and W.J. Dennis & Company (the “**Applicants**”);

**TRADEMARK
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WHEREAS pursuant to the terms of the Initial Order, Ernst & Young Inc. (the "**Monitor**") was named Monitor of the Applicants;

WHEREAS on February 27, 2018, the Court issued an Order (the "**MD Vesting Order**") that, *inter alia*, authorized and approved the execution by the Applicants of the asset purchase agreement dated February 25, 2018 (the "**MD Agreement**") by and between the Applicants, as vendors (the "**Vendors**") and Loxcreen Canada Ltd., d/b/a M-D Canada as purchaser (the "**Purchaser**"), and any additional transactions contemplated therein (the "**Transaction**"), with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to between the Vendors and the Purchaser, with the consent of the Monitor; and

WHEREAS the MD Vesting Order contemplates the issuance of this Certificate of the Monitor once: (a) the MD Agreement has been executed and delivered; and (b) the Purchase Price (as defined in the MD Agreement) has been paid by the Purchaser; and (c) and the Monitor has been informed by each of the Vendors and Purchaser that all conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

THE MONITOR CERTIFIES THAT IT HAS BEEN ADVISED BY THE VENDORS AND THE PURCHASER AS TO THE FOLLOWING:

- (a) the MD Agreement has been executed and delivered;
- (b) the Purchase Price (as defined in the MD Agreement) payable upon the closing of the Transaction and all applicable taxes have been paid; and
- (c) all conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

This Certificate was issued by the Monitor on March 7, 2018

ERNST & YOUNG INC., in its capacity as Monitor, and not in its personal capacity.

Per:



Name: Martin P. Rosenthal CPA, CA, CIRP, LIT

Title: Senior Vice-President

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is made and entered into as of this 7 of March, 2018, by and between **RCR International Inc.**, an entity organized and existing under the Laws of Canada, having an address at 180, rue de Normandie, Boucherville, QC J4B 5S7 ("**RCR**") and **Loxcreen Canada Ltd.**, an entity organized and existing under the Laws of Ontario, having an address at 5720 Ambler Drive, Mississauga, ON L4W 2B1 ("**Loxcreen**"). RCR and Loxcreen are collectively referred to as the "**Parties**" and individually as a "**Party**".

RECITALS:

- (a) The Parties entered into an Asset Purchase Agreement dated February 25, 2018 (the "**Asset Purchase Agreement**").
- (b) Under the Asset Purchase Agreement, RCR assigned, transferred and conveyed, to Loxcreen, effective as of March 7, 2018 (the "**Effective Date**"), any and all of its right, title and interest in the Intellectual Property owned and used in the Purchased Business (as such terms are defined in the Asset Purchase Agreement).
- (c) The Assignment is intended to confirm the assignment, transfer and conveyance to Loxcreen of the Intellectual Property owned by RCR and used in the Purchased Business effective as of the Effective Date.

IN CONSIDERATION OF THE ABOVE AND FOR OTHER GOOD AND VALUABLE CONSIDERATION (the receipt and sufficiency of which are hereby acknowledged by each of the Parties), the Parties agree as follows:

1. **Definitions**

Capitalized terms in this Assignment have the meanings given to such terms in the Asset Purchase Agreement.

2. **Assignment**

- a. RCR hereby confirms that it has assigned, transferred and conveyed to Loxcreen, effective as of the Effective Date, any and all of its right, title and interest in the Intellectual Property owned and used in the Purchased Business, including the Intellectual Property listed in **Schedule 1** to this Assignment (the "**Assigned Intellectual Property**").

3. **Other Rights**

The assignment, transfer and conveyance of the Assigned Intellectual Property hereunder includes the right to bring a claim, litigation or other proceeding, at law or in equity or otherwise, for any past, present and/or future infringement, breach, interference, violation, dilution, depreciation or misappropriation of such Assigned Intellectual Property and to receive

all monies, income, royalties, damages, compensation and other relief in connection with such Assigned Intellectual Property.

4. Further Assurances

RCR agrees, with reasonable diligence, to do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Assignment, and RCR shall provide such further documents or instruments required by Loxcreen as may be reasonably necessary to effect the purpose of this Assignment and carry out its provisions, whether before or after the Effective Date.

5. Miscellaneous Provisions

- a. **Expenses.** Each Party will pay for its own fees and expenses incurred in connection with this Assignment.
- b. **Amendments.** This Assignment may only be amended, supplemented or otherwise modified by written agreement signed by each Party.
- c. **Severability.** If any provision of this Assignment is determined to be illegal, invalid or unenforceable, in whole or in part, by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision or part thereof will be severed from this Assignment and the remaining part of such provision and all other provisions will continue in full force and effect.
- d. **Governing Law.** This Assignment is governed by, and shall be interpreted and enforced in accordance with the Laws of the province of Quebec and the federal Laws of Canada applicable therein. The Parties agree that the courts of the District of Montréal, Province of Quebec, Canada, will have exclusive jurisdiction for the adjudication of any and all disputes or controversies arising out of or relating directly or indirectly to this Assignment, and waive and objections to the assertion or exercise of jurisdiction by such courts, including any objection on based *forum non conveniens*.
- e. **Headings.** The paragraph headings contained in this Assignment are for convenient reference only and shall not affect the meaning or interpretation hereof.
- f. **Successors and Assigns.** This Assignment is binding upon and enures to the benefit of the Parties and their respective administrators, trustees, receivers, successors and permitted assigns.
- g. **Counterparts.** This Assignment may be executed and delivered in separate counterparts (including by facsimile, email or other electronic means), each of which is deemed to be an original, and such counterparts together constitute one and the same agreement.

- h. **English Language.** The Parties have agreed that this Assignment as well as any Notice, document or instrument relating to it be drawn up in English only but without prejudice to any such Notice, document or instrument which may from time to time be drawn up in French only or in both French and English. *Les parties aux présentes ont convenu que la présente convention ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement mais sans préjudice à tous tels avis, actes ou documents qui pourraient à l'occasion être rédigés en français seulement ou à la fois en anglais et en français.*

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed by their respective authorized officers.

RCR INTERNATIONAL INC.

By: 

Name:

Title:

Date: March 7, 2018

LOXCREEN CANADA LTD.

By: _____

Name:

Title:

Date:

Signature Page to IP Assignment Agreement

TRADEMARK
REEL: 006875 FRAME: 0122

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed by their respective authorized officers.

RCR INTERNATIONAL INC.

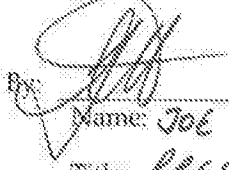
By: _____

Name:

Title:

Date:

LOXCREEN CANADA LTD.

By:  _____

Name: JOE CORMIER

Title: PRESIDENT

Date: March 7, 2018

Signature Page to IP Assignment Agreement

SCHEDULE 1

Intellectual Property

1. Canadian Patents and Published Patent Applications

Patent / Patent Application No.	Title	Owner
2442220	DEVICE FOR CONCEALING CAULKING JOINT AND METHOD	RCR INTERNATIONAL INC.
2986737	WINDOW INSULATING FILM ROLL, KIT AND METHOD OF INSTALLATION	RCR INTERNATIONAL INC.
2986742	DOOR SWEEP	RCR INTERNATIONAL INC.

2. United States Patents and Published Patent Applications

Patent / Patent Application No.	Title	Owner
7,118,791	DEVICE FOR CONCEALING CAULKING JOINT AND METHOD	RCR INTERNATIONAL INC.
62/426,289 62/517,577 62/529,821	WINDOW INSULATING FILM ROLL, KIT AND METHOD OF INSTALLATION	RCR INTERNATIONAL INC.
62/426,292 62/426,277 62/426,278	DOOR SWEEP	RCR INTERNATIONAL INC.




3. Canadian Trademark Registrations and Applications

Trademark	Logo	Registration No.	Application No.
CLIMA 2000		TMA333,276	548,952
CLIMA-FOAM		TMA436,584	726,737
CLIMALOC		TMA227,814	404,484
CLIMALOC			404,484(02)
CLIMALOC PLUS		TMA963,043	1,681,374
CLIMALOC PRO-SPEC		TMA849,813	1,546,438

Trademark	Logo	Registration No.	Application No.
CLIMASHIELD		TMA694,504	1,226,895
CLIMASHIELD & DESSIN		TMA494,350	840,838
Comfort Plus		TMA785,994	1,415,236
easy screen		TMA710,165	1,349,339
ESKIMO		UCA14785	178,311
ESSENTIA		TMA984,241	1,759,832
ESSENTIA			1,827,195
GATORBACK		TMA497,231	848,573
PERMA STIK & DESIGN		TMA309,205	521,893
PERMA-STIK		TMA122,481	241,106
Polar Grip		TMA783,893	1,415,309
RCR & DESIGN		TMA150,345	297,088
SEAL-A CRACK		TMA463,505	666,372
SEASONPROOF YOUR HOME			1,805,002
T majuscule formé de 5 carreaux, autres lettres inscrites en italique		TMA789,242	1,468,414
TAGO & DESIGN		TMA499,657	859,103
TOPSI		TMA881,006	1,575,240
T-REX		TMA895,167	1,575,244
T-REX 3-IN-1 SYSTEM & DESIGN		TMA562,168	1,046,480
UNITRIM		TMA564,441	1,061,531
W.J. DENNIS			1,784,980

4. United States Trademark Registrations and Applications

Trademark	Logo	Registration No.	Serial No. Number
CLIMALOC		5,024,818	86-324908

Trademark	Logo	Registration No.	Serial No. Number
CLIMALOC PLUS			86-323251
CLIMALOC PRO-SPEC		4,548,003	85-442065
COMFORT SEAL RCR D DENNIS		3,444,987	77-313322
		2,284,589	75-387722
ESKIMO		2,275,336	75-357865
ESKIMO		4,801,820	85-682015
ESSENTIA			86-853072
ESSENTIA			87-374627
ITILE		4,192,369	77-953421
POLAR GRIP		4,797,907	86-301956
RCR		4,758,841	86-332769
SEASONPROOF YOUR HOME			87-211829
TOPSI		4,665,442	85-612545
T-REX		4,771,062	85-612585
W.J. DENNIS			87-062088

5. Domain Names

Site	Registrar	Hosting
Climaloc.ca	GoDaddy	Pagely
Climaloc.info	GoDaddy	No website, no redirection
Climaloc.net	GoDaddy	No website, no redirection
Climaloc.org	GoDaddy	No website, no redirection
climalocsolutions.ca	GoDaddy	No website, no redirection
climalocsolutions.com	GoDaddy	Pagely, same as Climaloc.ca
rcr-energysaving.com	GoDaddy	Ip Communication
rcr-essentia.com	GoDaddy	No website, no redirection
rcressentia.com	GoDaddy	No website, no redirection
rcrint.biz	GoDaddy	Redirection to rcrint.com
rcrint.ca	GoDaddy	Redirection to rcrint.com
rcrint.net	GoDaddy	Redirection to rcrint.com
rcrint.org	GoDaddy	Redirection to rcrint.com

rcrint.us	GoDaddy	Redirection to rcrint.com
rcrint.com	GoDaddy	Ip Communication
Wjdennis-rcr.com	GoDaddy	PowerDNN