

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM558745

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Faber Inc.		03/12/2019	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ATB Financial		
<b>Street Address:</b>	300, 217-16 Avenue N.W.		
<b>City:</b>	Calgary, AB		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	T2M 0H5		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2627133	MIZER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6314211451		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	631.421.1201		
<b>Email:</b>	pbrozek@pwbllp.com		
<b>Correspondent Name:</b>	Patricia A Wilczynski Brozek		
<b>Address Line 1:</b>	40 Preston St., P.O. Box 1830		
<b>Address Line 4:</b>	Huntington, NEW YORK 11743		
<b>ATTORNEY DOCKET NUMBER:</b>	mizer-0210/1016		
<b>NAME OF SUBMITTER:</b>	Patricia A Wilczynski Brozek		
<b>SIGNATURE:</b>	/p.a. wilczynski brozek/		
<b>DATE SIGNED:</b>	01/23/2020		
<b>Total Attachments: 3</b>			
source=mizer-assign02-Faber Inc to ATB Financial#page1.tif			
source=mizer-assign02-Faber Inc to ATB Financial#page2.tif			
source=mizer-assign02-Faber Inc to ATB Financial#page3.tif			

OP \$40.00 2627133

**VOLUNTARY SURRENDER**

WHEREAS Steltter Factory Direct Ltd. (the "Debtor") and ATB Financial (the "Secured Party") are parties to a General Security Agreement dated March 26, 2014 (the "GSA"), under which the Debtor granted to the Secured Party a security interest in all personal and after-acquired property of the Debtor;

WHEREAS the Debtor filed an assignment into bankruptcy on February 15, 2019, and Faber Inc. was appointed as its trustee in bankruptcy (the "Trustee");

WHEREAS the Secured Party has filed a Proof of Claim for the GSA with the Trustee in the amount of \$ [REDACTED], and the Trustee has accepted the Proof of Claim and desires to voluntarily surrender the certain collateral as described in Schedule "A" hereto (the "Certain Collateral") to the Secured Party on the basis that the value of the Certain Collateral is less than the claim of the Secured Party;

NOW THEREFORE in consideration of the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

1. The Trustee hereby voluntarily surrenders the Certain Collateral to the Secured Party.
2. The Trustee agrees that the Secured Party can dispose of the Certain Collateral, in whole or in separate units, by private sale to any party, or by public auction.
3. The Trustee acknowledges that the Secured Party can make an unsecured claim in the bankruptcy proceedings for a deficiency remaining after the disposition of the Certain Collateral by the Secured Party.
4. The Trustee consents to the disposition of the Certain Collateral without the notice prescribed under s. 60 of the Province of Alberta *Personal Property Security Act*.
5. The Trustee agrees, upon the request by the Secured Party, to do or cause to be done all further lawful acts, deeds and assurances for the better performance of this Voluntary Surrender. This Voluntary Surrender may be executed in counterparts and by facsimile, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Trustee and the Secured Party have signed this Voluntary Surrender as of March 12, 2019.

ATB FINANCIAL

FABER INC., THE TRUSTEE IN  
BANKRUPTCY OF STELTER FACTORY  
DIRECT LTD.

By: \_\_\_\_\_

Signature

Print Name

Title

By: \_\_\_\_\_

Signature

Print Name

Title

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VOLUNTARY SURRENDER

WHEREAS Stellert Factory Direct Ltd. (the "Debtor") and ATB Financial (the "Secured Party") are parties to a General Security Agreement dated March 26, 2014 (the "GSA"), under which the Debtor granted to the Secured Party a security interest in all personal and after-acquired property of the Debtor;

WHEREAS the Debtor filed an assignment into bankruptcy on February 15, 2019, and Faber Inc. was appointed as its trustee in bankruptcy (the "Trustee");

WHEREAS the Secured Party has filed a Proof of Claim for the GSA with the Trustee in the amount of \$ [REDACTED], and the Trustee has accepted the Proof of Claim and desires to voluntarily surrender the certain collateral as described in Schedule "A" hereto (the "Certain Collateral") to the Secured Party on the basis that the value of the Certain Collateral is less than the claim of the Secured Party;

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4. The Trustee consents to the disposition of the Certain Collateral without the notice prescribed under s. 60 of the Province of Alberta *Personal Property Security Act*.
5. The Trustee agrees, upon the request by the Secured Party, to do or cause to be done all further lawful acts, deeds and assurances for the better performance of this Voluntary Surrender. This Voluntary Surrender may be executed in counterparts and by facsimile, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Trustee and the Secured Party have signed this Voluntary Surrender as of March 12, 2019.

ATB FINANCIAL

FABER INC., THE TRUSTEE IN  
BANKRUPTCY OF STELLERT FACTORY  
DIRECT LTD.

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title

By: CP  
Signature  
DAN FABER  
Print Name  
TRUSTEE  
Title

## SCHEDULE "A"

The current and ongoing client engagements, together with the rights of Stelterr Factory Direct Ltd. ("Stelterr") under any client agreements.

Stelterr's client list.

Stelterr's goodwill, including all telephone numbers, facsimile numbers, email addresses, website URLs, and other electronic or other contact information and addresses.

All intellectual property owned or used by Stelterr in connection with its business.

The physical assets of Stelterr on its premises when viewed on February 25, 2019, excluding computer equipment, but including:

- All Mizer related goods, including:
  - Mizer Drawings
  - Mizer Trademarks, including Trade Mark TMA549774 – MIZER
  - Mizer Database
  - Mizer Vendor List
  - Mizer Assembly Tools
  - Software and all data of SQL database
  - All inventory including:
    - Mizer Inventory
    - Folder & Label Inventory
    - Tennsco Inventory
    - All inventory on hand in Stelterr's premises when viewed on February 25, 2019
  - Dealer List: Mobiles and Shelving
  - Foothills Client List
  - Foothills Vendor List
  - Welding table and Welding Hood Fan
  - Band Saw
  - Panel Saw
  - MIG Welder
  - 8 Drill Presses
  - 1 Punch
  - Manufacturing tables
  - 3 Chop Saws
  - 1 Toyota Electric Forklift S/N 63977
  - Misc. Shipping Materials
  - 1 Panel Saw
  - Small Tools from tool crib
- 12 pallet rack units
- 6 Cantilever racking units
- 1 GMC 3500 Van S/N 1GFZ7UBG5D1122471
- 1 Corner Punch Press
- 1 Craftsman Pressboard Cutter
- 1 Vanguard Fastener Machine
- All related folder production tools
- All folder production tables
- 3 printers
- 1 Shredding Machine
- 1 Fax Machine
- 1 Projector
- 2 TVs
- 1 Mini Fridge
- 1 Show Mobile System
- Office Shelving
- 4 office desks & Chairs
- 2 Reception Chairs
- 1 Reception Desk and Chair
- 1 Small Board Room Table and 6 chairs
- Stationary Goods
- Cleaning Supplies
- Air compressor
- Kitchen Utensils
- 2 coffeemakers
- 1 microwave
- Kitchen table and chairs

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