

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI153278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	DECLARATION OF RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY (Reel/Frame 6812/0474)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada, as Administrative Agent		11/24/2023	Financial Institution: CANADA
RECEIVING PARTY DATA			
Company Name:	The Mane Choice Hair Solution LLC		
Street Address:	100 New Park Place, Suite 810		
City:	Vaughan		
State/Country:	CANADA		
Postal Code:	L4K 0H9		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5908164	PROCEED WITH CAUTION	
Registration Number:	5759489	BEAUTY, HEALTH, SCIENCE	
Registration Number:	5753640	NATURAL GROWTH & RETENTION	
Registration Number:	4977930	THE MANE CHOICE	
Registration Number:	4790425	THE MANE CHOICE	
Registration Number:	4604215	MANETABOLISM	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	2327781 6812/0474		
NAME OF SUBMITTER:	Andrew Hackett		

OP \$165.00.00 88416883

SIGNATURE:	Andrew Hackett
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DATE SIGNED:	04/11/2024
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Total Attachments: 60

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DECLARATION OF RELEASE OF SECURITY INTERESTS
IN INTELLECTUAL PROPERTY

I, Stephen Ferguson, am a Senior Vice-President at Alvarez & Marsal Canada Inc. (“A&M”). Pursuant to an Initial Order of the Ontario Superior Court of Justice (Commercial List) (the “Court”) dated November 14, 2023 (as amended and restated from time to time), A&M was appointed as monitor (the “Monitor”) of, among others, Old MAC Wind-Down Ltd. (formerly known as Marc Anthony Cosmetics Ltd.), Old R Wind-Down LLC (formerly known as Rempure, LLC), and Old TMC Wind-Down LLC (formerly known as The Mane Choice Hair Solution LLC) (collectively, the “Sellers”) in connection with the Sellers’ proceedings under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”). Pursuant to an Order (Stay Extension, Expanded Monitor Powers and Related Relief) of the Court dated December 19, 2023, attached hereto as Exhibit A, the Monitor was granted additional powers, including the power to execute any and all documents and writings, on behalf of, and in the name of the Sellers and the other applicants in the CCAA proceedings. I make this declaration on behalf of A&M, in its capacity as Monitor of the Sellers, and not in any other personal or corporate capacity, to confirm that to my knowledge based on the books and records of the Sellers:

1. The Sellers were the owners of the U.S. Trademark Registrations listed in Exhibit B hereto and incorporated by reference (the “Trademarks”).

2. The Sellers entered into certain trademark security agreements as follows: (a) Marc Anthony Cosmetics Ltd., as grantor, entered into a U.S. Trademark Security Agreement, dated July 10, 2018, with Royal Bank of Canada, as administrative agent and collateral agent, recorded on July 10, 2018 with the USPTO at Reel/Frame 6376/0924; (b) Rempure, LLC, as grantor, entered into a U.S. Trademark Security Agreement, dated July 10, 2018, with Royal Bank of Canada, as administrative agent and collateral agent, recorded on July 10, 2018 with the USPTO at Reel/Frame 6409/0577; and (c) The Mane Choice Hair Solution LLC entered into a U.S. Trademark Security Agreement, as grantor, dated November 13, 2019, with Royal Bank of Canada, as administrative agent and collateral agent, recorded on December 10, 2019 with the USPTO at Reel/Frame 6812/0474.

3. Cake Beauty Inc. and Marc Anthony Cosmetics Ltd. were amalgamated as one company under the name Marc Anthony Cosmetics Ltd. on April 1, 2018, as described in the Certificate of Amalgamation attached hereto as Exhibit C. The Certificate of Amalgamation was recorded on June 25, 2018, with the USPTO at Reel/Frame 6362/0966.

4. On November 13, 2023, the Sellers and certain other applicants in the CCAA proceedings entered into an Asset Purchase Agreement (the “Asset Purchase Agreement”), by and among MAV Beauty Brands Inc. and Marc Anthony Cosmetics Ltd. (together, the “Canadian Sellers”), Marc Anthony Cosmetics USA, Inc., MAV Midco Holdings, LLC, Rempure, LLC and The Mane Choice Hair Solution LLC (collectively, the “US Sellers”) and MAV USA, LLC (the “US Purchaser”).

5. At a hearing held on November 24, 2023, the Applicants sought and obtained an Order (Approval, Vesting and Distribution) (the “AVO”), attached hereto as Exhibit D, which,

among other things, approved the Asset Purchase Agreement and the transaction contemplated thereby.

6. On December 8, 2023, upon closing of the transaction contemplated by the Asset Purchase Agreement, the Sellers sold the Trademarks to the US Purchaser and MAV Beauty Canada, Inc. (the “Canadian Purchaser”) in accordance with the terms of the Asset Purchase Agreement. The Monitor’s Certificate, attached hereto as Exhibit E, was delivered on December 8, 2023.

7. Pursuant to the AVO, upon delivery of the Monitor’s Certificate described therein, (a) all of the Canadian Sellers’ right, title and interest in and to the Canadian Purchased Assets (as defined in the AVO) vested in the Canadian Purchaser; and (b) all of the US Sellers’ right, title and interest in and to the US Purchased Assets (as defined in the AVO) vested in the US Purchaser, in each case free and clear of and from any and all security interests, hypothecs, mortgages, trusts, or deemed trusts, liens, executions, rights of distraint, levies, charges, or other financial or monetary claims, other than the Permitted Encumbrances (as listed in the AVO). The Canadian Purchased Assets and the US Purchased Assets collectively include the Trademarks.

8. The issuance of the AVO and delivery of the Monitor’s Certificate caused the security interests on the Trademarks previously recorded with the USPTO to be released. Counsel to Royal Bank of Canada in its capacity as administrative agent and collateral agent (the “Agent”), appeared at the hearing and confirmed that the Agent supported the transaction described in the AVO.


9. On December 20, 2023, (a) Marc Anthony Cosmetics Ltd. changed its name to Old MAC Wind-Down Ltd., (b) Renpure, LLC changed its name to Old R Wind-Down LLC, and (c) The Mane Choice Hair Solution LLC changed its name to Old TMC Wind-Down LLC.

I, the undersigned, being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declare that all statements made of my own knowledge are true and all statements made on information and belief are believed to be true.


Date: January 30, 2024

[Signature Page Follows]

Old MAC Wind-Down Ltd. (formerly known as Marc Anthony Cosmetics Ltd.), by Alvarez & Marsal Canada Inc., solely in its capacity as Monitor and not in its personal or corporate capacity

By: 
Name: Stephen Ferguson
Title: Senior Vice-President

Old R Wind-Down LLC (formerly known as Renpure, LLC), by Alvarez & Marsal Canada Inc., solely in its capacity as Monitor and not in its personal or corporate capacity

By: 
Name: Stephen Ferguson
Title: Senior Vice-President

Old TMC Wind-Down LLC (formerly known as The Mane Choice Hair Solution LLC), by Alvarez & Marsal Canada Inc., solely in its capacity as Monitor and not in its personal or corporate capacity


By: 
Name: Stephen Ferguson
Title: Senior Vice-President

EXHIBIT A
MONITOR EXPANDED POWERS ORDER



Court File No. CV-23-00709610-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE MR.
JUSTICE CAVANAGH

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TUESDAY, THE 19TH
DAY OF DECEMBER, 2023

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF MAV
BEAUTY BRANDS INC., MARC ANTHONY COSMETICS LTD., MARC ANTHONY US
HOLDINGS, INC., MARC ANTHONY COSMETICS USA, INC., MAC PURE HOLDINGS, INC.,
MAV MIDCO HOLDINGS, LLC, RENPURE, LLC, ONESTA HAIR CARE, LLC and THE MANE
CHOICE HAIR SOLUTION LLC

Applicants

ORDER

(Stay Extension, Expanded Monitor Powers and Related Relief)

THIS MOTION, made by MAV Beauty Brands Inc., Marc Anthony Cosmetics Ltd., Marc Anthony US Holdings, Inc., Marc Anthony Cosmetics USA, Inc., MAC Pure Holdings, Inc., MAV Midco Holdings, LLC, Rempure, LLC, Onesta Hair Care, LLC, and The Mane Choice Hair Solution LLC, (collectively, the "**Applicants**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order, among other things: (a) extending the Stay Period until June 21, 2024; (b) expanding the powers of the Monitor (as defined below) to permit the orderly wind-down of these CCAA proceedings (the "**CCAA Proceedings**"); (c) terminating and releasing certain of the Court-ordered priority charges; (d) granting certain releases; and (e) granting certain related relief, was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Laurel MacKay-Lee sworn December 7, 2023 and the Exhibits thereto (the "**Third MacKay-Lee Affidavit**"), the Second Report of Alvarez & Marsal Canada Inc. ("**A&M**") in its capacity as the Court-appointed monitor of the Applicants (the "**Monitor**") dated December 14, 2023 (the "**Second Report**"), and on hearing the submissions

of counsel for the Applicants, counsel for the Monitor, counsel for the DIP Lenders and other counsel as listed on the Participant Information Form, no one else appearing for any party although duly served as appears on the affidavit of service of Philip Yang, as filed,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

DEFINED TERMS

2. **THIS COURT ORDERS** that capitalized terms used but not defined in this Order shall have the meanings given to them in the Amended and Restated Initial Order of the Honourable Mr. Justice Cavanagh dated November 24, 2023 (the “**ARIO**”), the Approval, Vesting and Distribution Order of the Honourable Mr. Justice Cavanagh dated November 24, 2023 (the “**AVO**”) or the Third MacKay-Lee Affidavit, as applicable.

EXTENSION OF STAY PERIOD

3. **THIS COURT ORDERS** that the Stay Period be and is hereby extended to and including June 21, 2024.

EXPANSION OF THE MONITOR’S POWERS

4. **THIS COURT ORDERS** that in addition to the powers and duties of the Monitor set out in the ARIO or any other Order of this Court in these CCAA Proceedings, the Monitor shall be and is hereby authorized and empowered, but not required, to:

- (a) cause the Applicants to take, or take on behalf of, and in the name of the Applicants, any and all actions and steps, and execute any and all documents and writings, on behalf of, and in the name of, the Applicants, under the Purchase Agreement, the Transition Services Agreement, the Escrow Agreement and any other ancillary agreement to the Purchase Agreement to facilitate any post-closing matters, including, without limitation;

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- (i) taking any and all actions and steps in connection with determining the post-closing adjustments contemplated pursuant to the Purchase Agreement;
 - (ii) taking any and all actions and steps in connection with the transition services contemplated pursuant to the Transition Services Agreement;
and
 - (iii) taking any and all actions and steps in connection with holding and releasing the funds contemplated pursuant to the Escrow Agreement;
- (b) take any and all actions and steps, and execute any and all documents and writings, on behalf of, and in the name of, the Applicants to facilitate the performance of any ongoing obligations of the Applicants;
 - (c) meet and consult with the former management and directors of the Applicants, and the management and directors of the Purchasers, and their respective affiliates and advisors, with respect to the carrying out of the Monitor's powers and obligations under this Order or any other Order of this Court in these CCAA Proceedings;
 - (d) exercise any and all powers which may be properly exercised by the boards of directors of the Applicants, and such actions taken by the Monitor are hereby authorized without requiring any further action or approval by any person, including any former directors or officers of the Applicants;
 - (e) execute any and all administrative filings, including accounting, tax and financial reporting functions, on behalf of, and in the name of, the Applicants, in each case based solely upon information in the Applicants' books and records, and provided that the Monitor shall incur no liability or obligation to any person with respect to such filings, reporting, statements and records;
 - (f) cause the Applicant to remit or file, or take such actions necessary for the preparation and remittance or filing of, on behalf of and in the name of the Applicants, (i) any tax returns; and (ii) the Applicants' employee-related remittances, T4 statements and records of employment for the Applicants' former employees; in any case, based solely upon the information in the Applicants'

books and records and on the basis that the Monitor shall incur no liability or obligation to any person with respect to such returns, remittances, statements, records or other documentation;

- (g) consult with the Canada Revenue Agency (the “**CRA**”) with respect to any issues arising in respect of these CCAA Proceedings, and act as an authorized representative of the Applicants and/or their affiliates in respect of dealings with the CRA, and the Monitor shall hereby be entitled to execute any appointment or authorization form on behalf of the Applicants and/or their affiliates that the CRA may require in order to confirm the Monitor’s appointment as an authorized representative for such purposes;
- (h) have the authority to sign such agreements, instruments and other documents on behalf of the Applicants as the Monitor deems appropriate, whether in the Monitor’s name or in the name of and on behalf of the Applicants, including, without limitation, tax returns and tax filings;
- (i) engage, retain or terminate the services of, or cause the Applicants to engage, retain or terminate the services of, any officer, employee, consultant, agent, representative, advisor, or other persons or entities;
- (j) enter into any agreement or disclaim any agreements on behalf of the Applicants;
- (k) cause the Applicants to claim, or to claim on behalf of, and in the name of, the Applicants, any and all insurance refunds or tax refunds, rebates or other amounts, including refunds of harmonized sales taxes, to which the Applicants are entitled;
- (l) receive, collect and take control of all Property and assets owned or hereafter owned or owing to the Applicants (i) which are not Purchased Assets for and on behalf of the Applicants and to sell or dispose of such Property and assets in accordance with Orders of this Court; and (ii) which are Purchased Assets for and on behalf of the Purchasers to provide such Property and assets to the Purchasers as applicable;

- (m) conduct, supervise and direct the commencement or continuation of any process or effort to recover any Property or other assets of the Applicants and their affiliates;
- (n) engage, deal, communicate, negotiate, agree and settle with any creditor or other stakeholder of the Applicants on behalf of, and in the name of, the Applicants;
- (o) take control of the existing bank accounts of the Applicants (the "**Bank Accounts**") and the funds credited thereto or deposited therein, including, but not limited to, closing any or all Bank Accounts, subject to the Transition Services Agreement, and/or transferring any funds received into the Bank Accounts (i) which are not Purchased Assets to accounts held by the Monitor for and on behalf of the Applicants, or (ii) which are Purchased Assets to the Purchasers, subject to the Transition Services Agreement;
- (p) open new bank accounts on behalf of or for the benefit of the Applicants, including, without limitation, to hold the Wind-Down Reserve;
- (q) hold the Wind-Down Reserve in an account of the Monitor on behalf of the Applicants, and pay or cause to be paid from the Wind-Down Reserve, in the name of and on behalf of the Applicants, or in its own name, the Wind-Down Costs (as defined in the DIP Agreement). Subject to further Order of this Court, the Monitor shall have the sole discretion to administer the Wind-Down Reserve in accordance with this Order and any other Order of this Court in these CCAA Proceedings. The only Claims or Encumbrances that shall attach to the Wind-Down Reserve are the Administration Charge and those Claims and Encumbrances set forth in paragraph 7 of the AVO, other than those Charges released pursuant to this Order. Any amounts remaining in the Wind-Down Reserve on the date that these CCAA Proceedings are terminated pursuant to a further Order of this Court shall be distributed to the Lenders pursuant to the AVO;
- (r) cause the Applicants to make, or make on behalf of, and in the name of, the Applicants, the "Distributions" (as defined in the AVO) authorized by this Court pursuant to the AVO;

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- (s) cause the Applicants to take, or take on behalf of, and in the name of, the Applicants, any and all actions and steps, and execute any and all documents and writings, on behalf of, and in the name of, the Applicants, and seek any additional orders, to facilitate the winding-down, dissolution or liquidation of the Applicants, including in connection with the termination of these CCAA Proceedings, including without limitation, withdrawing the Applicants from qualification in any jurisdiction to do business and executing, acknowledging or filing all necessary or appropriate certificates or other documents with the appropriate governmental agency or unit on behalf of the Applicants;
- (t) assign the Applicants, or cause the Applicants to be assigned, into bankruptcy, and A&M is authorized and empowered, but not directed, to act as trustee in bankruptcy of each of the Applicants;
- (u) have full and complete access to all books, records, data, including data in electronic form, and other financial documents of the Applicants in the Applicants' possession or control and the same access as the Sellers under the Purchase Agreement to any books and records no longer in the Applicants' control or possession;
- (v) provide instruction to counsel to the Applicants on behalf of the Applicants in connection with the wind-down or post-closing matters related to the Transaction;
- (w) apply to this Court, on its own behalf or on behalf of the Applicants, for advice and directions or any further order that the Monitor considers necessary or advisable to carry out its powers and obligations under this Order or any other Order granted by this Court; and
- (x) take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and, in each case where the Monitor takes any action or steps, or signs or enters into any documentation, it shall be exclusively authorized and empowered to do so, to the exclusion of all other persons, including the Applicants, and without interference from any person.

5. **THIS COURT ORDERS** that the banks and/or financial institutions which maintain the Applicants' Cash Management System (which includes for the avoidance of doubt, each of the Bank Accounts) are directed to recognize and permit the Monitor and its representatives to complete any and all transactions on behalf of the Applicants in connection with such Cash Management System, and for such purpose the Monitor and its representatives are empowered and shall be permitted to execute documents for or on behalf of and in the name of any of the Applicants and shall be empowered to add and remove persons having signing authority with respect to the Applicants' Cash Management System.

6. **THIS COURT ORDERS** that the banks and/or financial institutions maintaining the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken in accordance with the instructions of the Monitor for and on behalf of the Applicants and/or as to the use or application of funds transferred, paid, collected or otherwise dealt with in accordance with such instructions and such banks and/or financial institutions shall be authorized to act in accordance with and in reliance upon such instructions without any liability in respect thereof to any person.

PROTECTIONS OF THE MONITOR

7. **THIS COURT ORDERS** that notwithstanding anything contained in this Order, the Monitor is not and shall not be, or be deemed to be, a director, officer or employee of the Applicants.

8. **THIS COURT ORDERS** that, without limiting the provisions of the ARIO or any other Order of this Court in these CCAA Proceedings, the Monitor shall not take, or be deemed to have taken, possession or control of the Property or the Business of the Applicants or any part thereof.

9. **THIS COURT ORDERS** that the Monitor shall be entitled to rely on the books and records of the Applicants without independent investigation.

10. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor and its legal counsel shall continue to have the benefit of all of the indemnities, charges, protections and priorities set out in the ARIO and any other Order of this Court, and all such indemnities, charges, protections

and priorities shall apply and extend to the Monitor and the fulfillment of its duties and the carrying out of the provisions of this Order and exercising any powers granted to it hereunder.

11. **THIS COURT ORDERS** that nothing in this Order, and nothing done by the Monitor in carrying out its duties hereunder, shall constitute or result in, or be deemed to constitute or result in, the Monitor being an employer, successor employer, responsible person, operator, officer, director, employee, receiver, trustee (unless assignments in bankruptcy are filed as contemplated by paragraph 4(t) hereof), assignee, liquidator, administrator, legal representative, receiver-manager or agent of the Applicants, in each case, within the meaning of any statute, regulation or rule of law, or equity, for any purpose whatsoever.

12. **THIS COURT ORDERS** that the Monitor shall not be liable for any employment-related liabilities of the Applicants, including any successor employer liabilities as provided for in section 11.8(1) of the CCAA. Nothing in this Order shall cause the Monitor to be liable for any employment-related liabilities of the Applicants, including wages, severance pay, termination pay, vacation pay, and pension, retirement or benefit obligations, or amounts, in each case whether arising under statute, contract, common law or otherwise. Without limiting the foregoing, the Monitor shall not, as a result of this Order, or with respect to anything done pursuant to its powers pursuant to this Order, be (a) deemed to be the “administrator” of any of the Applicants’ savings or retirement plans; (b) liable for any associated liabilities or costs of the Applicants; or (c) liable for the actions or inactions of any person instructed by the Monitor, or otherwise appointed, in connection with the Applicants’ savings or retirement plans.

13. **THIS COURT ORDERS** that any payments or distributions by the Monitor pursuant to this Order or any other Orders in these CCAA Proceedings, from the Wind-Down Reserve or otherwise (collectively, the “**Distributions**”), will be deemed to have been made by the Applicants, and any such Distributions shall not constitute a “distribution” by the Monitor, including legal counsel, and the Monitor shall not constitute a “legal representative”, “representative” or a “responsible representative” of the Applicants or “other person” for purposes of Section 159 of the *Income Tax Act* (Canada), Section 117 of the *Taxation Act*, 2007 (Ontario), Section 270 of the *Excise Tax Act* (Canada), Sections 46 and 86 of the *Employment Insurance Act* (Canada), Section 22 of the *Retail Sales Tax Act* (Ontario), Section 107 of the *Corporations Tax Act* (Ontario), or any other similar federal, provincial, state or territorial tax legislation (collectively, the “**Statutes**”), and the Monitor in causing or assisting the Applicants to make any Distribution in accordance with this Order, or any other Orders in these CCAA

Proceedings, is not “distributing”, nor shall it be considered to have “distributed”, such funds for the purposes of the Statutes, and the Monitor shall not incur any liability under the Statutes for causing or assisting the Applicants in making any Distributions in accordance with this Order, or any other Orders in these CCAA Proceedings, or failing to withhold amounts, ordered or permitted hereunder or any other Orders in these CCAA Proceedings, and the Monitor shall not have any liability for any of the Applicants’ tax liabilities regardless of how or when such liabilities may have arisen, and is hereby forever released, remised and discharged from any claims against the Monitor under or pursuant to the Statutes or otherwise at law arising as a result of the Distributions contemplated in this Order, and any claims of such nature are hereby forever barred.

14. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA, as an officer of this Court, under the ARIO or any other Order of this Court, the Monitor shall not incur any liability or obligation as a result of carrying out the provisions of this Order, save for gross negligence or wilful misconduct on its part, and the Monitor shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any person from and after the date of this Order, except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on its part.

15. **THIS COURT ORDERS** that the power and authority granted to the Monitor by virtue of this Order shall, if exercised, be paramount to the power and authority of the Applicants with respect to such matters and, in the event of a conflict between the terms of this Order and those of the ARIO or any other Order of this Court, the provisions of this Order shall govern.

COOPERATION WITH THE MONITOR

16. **THIS COURT ORDERS** that the Purchasers and the Applicants, and their respective advisors and their current and former officers, directors, agents and representatives, shall reasonably co-operate with the Monitor in the exercise of its powers pursuant to this Order or any other Order of this Court in these CCAA Proceedings, and shall provide the Monitor with such reasonable assistance as the Monitor may request from time to time to enable the Monitor to carry out and discharge its powers as set out in this Order or any other Order of this Court in these CCAA Proceedings.

RELEASES

17. **THIS COURT ORDERS** that the directors and officers of the Applicants as of December 8, 2023 (collectively, the “**Released Parties**”) shall be irrevocably released and forever discharged from any and all present and future claims (including, without limitation, claims for contribution and indemnity, liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupment of debts, sums of money, expenses, accounts, liens, taxes, recoveries and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based upon any act or omission, transaction, dealing or other occurrence existing or taking place prior to the date hereof in any way relating to, arising out of, or in respect of (a) these CCAA Proceedings, the Purchase Agreement and the Transaction and any other matters that were raised in these CCAA Proceedings; and (b) acting in their capacity as a director or officer of an Applicant, provided that, nothing in this paragraph shall waive, discharge, release, cancel or bar any claim: (i) resulting from gross negligence or wilful misconduct, (ii) that is not permitted to be released pursuant to section 5.1(2) of the CCAA, and (iii) that is an Insured Claim (as defined below) (collectively, the “**Released Claims**”).

18. **THIS COURT ORDERS** that nothing in this Order shall affect the Ontario Securities Commission’s (“**OSC**”) rights and ability to pursue any investigation, take any action, exercise any discretion or commence any proceeding in respect of the Applicants under *the Securities Act* (Ontario), RSO 1990, c. S.5 (the “**Securities Act**”) or *Commodity Futures Act*, R.S.O. 1990, c. C.20 (the “**CFA**”) other than in connection with the enforcement of a payment ordered by the OSC prior to the date of the Initial Order dated November 14, 2023 (the “**Filing Date**”). In addition, nothing in this Order shall release any claims by the OSC which may be advanced pursuant to the Securities Act or CFA against the Released Parties. For greater certainty, nothing in this Order is intended to or shall: (a) encroach on the jurisdiction of the OSC in the matter of regulating the conduct of market participants other than in connection with the enforcement of a payment ordered by the OSC prior to the Filing Date; or (b) vary or amend paragraphs 49 and 50 of the Amended and Restated Initial Order pertaining to Relief from Reporting Obligations. Further, nothing in this Order shall constitute or be construed as an admission by the OSC that the court has jurisdiction over matters that are within the exclusive jurisdiction of the OSC under the Securities Act and CFA.

19. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against a Released Party in any way related to a Released Claim except with the prior leave of this Court on at least seven days' prior written notice to the Released Party.

20. **THIS COURT ORDERS** that, notwithstanding anything in this Order, or any other Order made in these CCAA Proceedings, any person shall be permitted to continue an action, application or other proceeding in respect of any claim or liability which is an insured claim under an insurance policy maintained by the Applicants (the "**Insured Claims**") to the point of determination of liability of the Released Parties, as applicable. The claimant in respect of an Insured Claim shall be entitled to recover solely from any proceeds under the insurance policies of the Applicants, to the extent available in respect of any such Insured Claims, and the recovery of such Insured Claims shall be solely limited to such proceeds, without any other rights of enforcement or recovery as against any of the Applicants or the Released Parties.

21. **THIS COURT ORDERS** that the D&O Charge, the DIP Lenders Charge and the Transaction Fee Charge are hereby terminated, released and discharged.

GENERAL

22. **THIS COURT ORDERS** that the Applicants and the Monitor may apply for advice and directions with respect to any matters arising from or under this Order, and for assistance and further order of this Court with respect to supplementation or variation of this Order.

23. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Applicants and the Monitor and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Applicants and the Monitor and their agents in carrying out the terms of this Order.

Digitally signed
by Mr. Justice
Cavanagh



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

AND IN THE MATTER OF PLAN OF COMPROMISE OR ARRANGEMENT OF MAV BEAUTY BRANDS INC., MARC ANTHONY COSMETICS LTD., MARC ANTHONY US HOLDINGS, INC., MARC ANTHONY COSMETICS USA, INC., MAC PURE HOLDINGS, INC., MAV MIDCO HOLDINGS, LLC, RENPURE, LLC, ONESTA HAIR CARE, LLC and THE MANE CHOICE HAIR SOLUTION LLC

Applicants

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT TORONTO

**ORDER
(Stay Extension, Expanded Monitor Powers
and Related Relief)**

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Ashley Taylor (LSO #39932E)
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Tel: (416) 869-5593
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Tel: (416) 869-5578
Email: rhammad@stikeman.com






Lawyers for the Applicants

TRADEMARK

REEL: 008395 FRAME: 0352

EXHIBIT B
TRADEMARKS

Owner	Trademark	Appl. No.	Reg. No.	Security Interest Released
The Mane Choice Hair Solution LLC	PROCEED WITH CAUTION	88416883	5908164	Security Agreement Placed on File DATE RECORDED: 12/10/2019 Royal Bank of Canada
The Mane Choice Hair Solution LLC	BEAUTY, HEALTH, SCIENCE	88119884	5759489	Security Agreement Placed on File DATE RECORDED: 12/10/2019 Royal Bank of Canada
The Mane Choice Hair Solution LLC	NATURAL GROWTH & RETENTION	88024579	5753640	Security Agreement Placed on File DATE RECORDED: 12/10/2019 Royal Bank of Canada
The Mane Choice Hair Solution LLC	THE MANE CHOICE 	86801738	4977930	Security Agreement Placed on File DATE RECORDED: 12/10/2019 Royal Bank of Canada
The Mane Choice Hair Solution LLC	THE MANE CHOICE	86492468	4790425	Security Agreement Placed on File DATE RECORDED: 12/10/2019 Royal Bank of Canada
The Mane Choice Hair Solution LLC	MANETABOLISM	86018403	4604215	Security Agreement Placed on File DATE RECORDED: 12/10/2019 Royal Bank of Canada
Renpure LLC	GO NUTS	87308497	5514695	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Renpure LLC	RENPURE ORIGINALS COCONUT WATER MIST 	87234498	5509248	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Renpure LLC	RENPURE ADVANCED EXTRA STRENGTH TEA TREE & LEMON SAGE 	87234484	5509247	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Renpure LLC	RENPURE ADVANCED EXTRA STRENGTH COCONUTCREAM 	87234461	5509246	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada

Owner	Trademark	Appl. No.	Reg. No.	Security Interest Released
Renpure LLC	RENPURE ADVANCED EXTRA STRENGTH BIOTIN & COLLAGEN  <small>EXTRA STRENGTH</small> BIOTIN & COLLAGEN	87234454	5509245	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Renpure LLC	RENPURE ADVANCED EXTRA STRENGTH BAMBOO COCONUT WATER  <small>EXTRA STRENGTH</small> BAMBOO COCONUT WATER	87234444	5509244	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Renpure LLC	RENPURE ADVANCED EXTRA STRENGTH ARGAN OIL  <small>EXTRA STRENGTH</small> ARGAN OIL	87234430	5509243	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Renpure LLC	BELLA CURLS 	87565867	5412929	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Renpure LLC	BELLA CURLS 	87565751	5412928	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Renpure LLC	RENPURE ADVANCED	87520493	5400627	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Renpure LLC	AMAZING MIRACLE	87308663	5228264	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Renpure LLC	RENPURE COCONUT CRÈME	86592306	4921804	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Renpure LLC	RENPURE ORIGINALS	85408175	4238892	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Renpure LLC	RENPURE	77440177	3726192	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Marc Anthony Cosmetics Ltd.	PROCEED WITH CAUTION	88416883	5908164	Security Agreement Placed on File DATE RECORDED: 12/10/2019 Royal Bank of Canada

Owner	Trademark	Appl. No.	Reg. No.	Security Interest Released
Marc Anthony Cosmetics Ltd.	BEAUTY, HEALTH, SCIENCE	88119884	5759489	Security Agreement Placed on File DATE RECORDED: 12/10/2019 Royal Bank of Canada
Marc Anthony Cosmetics Ltd.	NATURAL GROWTH & RETENTION	88024579	5753640	Security Agreement Placed on File DATE RECORDED: 12/10/2019 Royal Bank of Canada
Marc Anthony Cosmetics Ltd.	MANETABOLISM	86018403	4604215	Security Agreement Placed on File DATE RECORDED: 12/10/2019 Royal Bank of Canada
Marc Anthony Cosmetics Ltd.	HYDRA-LOCK	86469647	5508839	Security Agreement Placed on File DATE RECORDED: 08/19/2020
Marc Anthony Cosmetics Ltd.	MARC ANTHONY	78352379	3492582	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Marc Anthony Cosmetics Ltd.	STRICTLY CURLS	78285478	3000732	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Marc Anthony Cosmetics Ltd.	TRUE PROFESSIONAL	78275647	2906450	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Marc Anthony Cosmetics Ltd.	INSTANTLY THICK	78275643	3092173	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Marc Anthony Cosmetics Ltd.	MARC ANTHONY	75214072	2296390	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Rempure, LLC	REMPURE	88129080	6048549	
Marc Anthony Cosmetics Ltd.	CAKE WALK	78512620	3234497	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Marc Anthony Cosmetics Ltd.	CAKE BEAUTY	78343682	3053112	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada

EXHIBIT C
CERTIFICATE OF AMALGAMATION

Number: BC1158699



CERTIFICATE
OF
AMALGAMATION

BUSINESS CORPORATIONS ACT

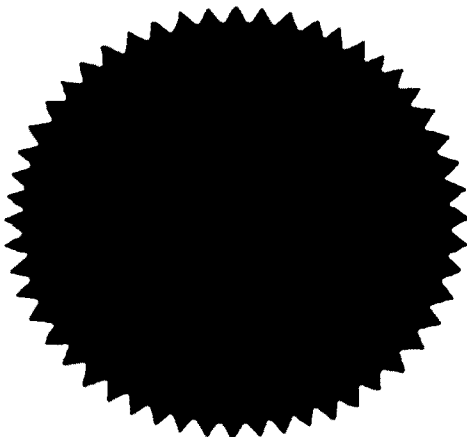
I Hereby Certify that CAKE BEAUTY INC., incorporation number C1158406, and MARC ANTHONY COSMETICS LTD., incorporation number BC1091442 were amalgamated as one company under the name MARC ANTHONY COSMETICS LTD. on April 1, 2018 at 12:01 AM Pacific Time.

Issued under my hand at Victoria, British Columbia

On April 1, 2018

A handwritten signature in black ink that reads "Carol Prest".

CAROL PREST
Registrar of Companies
Province of British Columbia
Canada



ELECTRONIC CERTIFICATE

TRADEMARK
REEL: 008395 FRAME: 0357

EXHIBIT D

APPROVAL, VESTING AND DISTRIBUTION ORDER



Court File No. CV-23-00709610-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE
JUSTICE CAVANAGH

)
)
)

FRIDAY, THE 24th
DAY OF NOVEMBER, 2023

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF MAV
BEAUTY BRANDS INC., MARC ANTHONY COSMETICS LTD., MARC ANTHONY US
HOLDINGS, INC., MARC ANTHONY COSMETICS USA, INC., MAC PURE HOLDINGS, INC.,
MAV MIDCO HOLDINGS, LLC, RENPURE, LLC, ONESTA HAIR CARE, LLC, and THE
MANE CHOICE HAIR SOLUTION LLC**

Applicants

**ORDER
(Approval, Vesting and Distribution)**

THIS MOTION, made by MAV Beauty Brands Inc., Marc Anthony Cosmetics Ltd., Marc Anthony US Holdings, Inc., Marc Anthony Cosmetics USA, Inc., MAC Pure Holdings, Inc., MAV Midco Holdings, LLC, Renpure, LLC, Onesta Hair Care, LLC, and The Mane Choice Hair Solution LLC (collectively, the "**Applicants**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order: (a) approving the sale transaction (the "**Transaction**") contemplated by the Asset Purchase Agreement dated as of November 13, 2023 (the "**Purchase Agreement**") between MAV Beauty Brands Inc., and Marc Anthony Cosmetics Ltd. (together, the "**Canadian Sellers**"), Marc Anthony Cosmetics USA, Inc., MAV Midco Holdings, LLC, Renpure, LLC and The Mane Choice Hair Solution LLC (collectively, the "**US Sellers**", and with the Canadian Sellers, the "**Sellers**"), and MAV USA, LLC, as purchaser; (b) vesting in MAV Beauty Canada, Inc. (the "**Canadian Purchaser**") all of the Canadian Sellers' right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement), including, the Assumed Real Property Leases (as defined in the Purchase Agreement), if any, (the "**Canadian Purchased Assets**"), (c) vesting in MAV USA, LLC (the "**US Purchaser**", and together with the Canadian Purchaser, the "**Purchasers**"), all of the US Sellers' right, title and

interest in and to the Purchased Assets (the “**US Purchased Assets**”); and (d) approving certain distributions to the Applicants’ secured lenders, was heard this day by judicial videoconference via Zoom.

ON READING the affidavits of Laurel MacKay-Lee sworn November 13 and 17, 2023 (together, the “**MacKay-Lee Affidavits**”), the affidavit of Mike Genereux sworn November 16, 2023, the affidavit of Kayla Dean Obia sworn November 16, 2023, the the first report of Alvarez & Marsal Canada Inc. in its capacity as monitor of the Applicants (in such capacity, the “**Monitor**”), dated November 20, 2023 (the “**First Report**”), and on hearing the submissions of counsel for the Applicants, counsel for the Purchasers, counsel for the Monitor, counsel for the Lenders, and such other parties as listed on the Participant Information Form, with no one else appearing although duly served as appears from the affidavit of service of Rania Hammad, as filed,

SERVICE

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

CAPITALIZED TERMS

2. **THIS COURT ORDERS** that capitalized terms used but not defined in this Order shall have the meanings given to them in the MacKay-Lee Affidavits, or the Purchase Agreement, as applicable.

APPROVAL

3. **THIS COURT ORDERS** that the Purchase Agreement and the Transaction are hereby approved, and that execution of the Purchase Agreement by the Sellers is hereby ratified and approved. The Sellers are authorized to make such minor amendments to the Purchase Agreement as the Sellers and the Purchasers, with the approval of the Monitor, may agree upon. The Sellers are hereby authorized to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchasers, including the execution of the Transition Services Agreement, Escrow Agreement and any necessary ancillary agreements to the Purchase Agreement.

4. **THIS COURT ORDERS** that the Sellers are authorized and directed to perform their obligations under the Purchase Agreement and any ancillary documents related thereto, including the Transition Services Agreement and Escrow Agreement.

5. **THIS COURT ORDERS** that this Order shall constitute the only authorization required by the Sellers to proceed with the Transaction and that no shareholder or other approval shall be required in connection therewith.

VESTING OF PURCHASED ASSETS

6. **THIS COURT ORDERS** that upon delivery of a Monitor's certificate to the Sellers and the Purchasers substantially in the form attached as **Schedule "A"** hereto (the "**Monitor's Certificate**"), (a) all of the Canadian Sellers' right, title and interest in and to the Canadian Purchased Assets shall vest absolutely in the Canadian Purchaser and (b) all of the US Sellers' right, title and interest in and to the US Purchased Assets shall vest absolutely in the US Purchaser, in each case free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts, or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, rights of distraint, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated November 14, 2023, as amended and restated on November 24, 2023, or any other Order of the Court in these proceedings (collectively, the "**Charges**"); (ii) Retained Taxes (as defined in the Purchase Agreement) and any Claims or Encumbrances relating thereto; and (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (including, without limitation, the Register of Personal and Movable Real Rights for the Province of Quebec), and (iv) those Claims listed on **Schedule "B"** hereto (all of which are collectively referred to as the "**Encumbrances**"), other than Permitted Encumbrances as listed on **Schedule "C"** hereto. For greater certainty, this Court orders that all of the Claims and Encumbrances, other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets. Notwithstanding the foregoing and subject to the terms of any agreement between the Canadian Purchaser and the applicable landlord with respect to any Assumed Real Property Lease, nothing in this Order shall affect the rights and

remedies of a landlord as against the Canadian Purchaser in respect of such Assumed Real Property Lease.

7. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (the “**Net Proceeds**”) shall stand in the place and stead of the Purchased Assets, and that from and after delivery of the Monitor’s Certificate all Claims and 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.

8. **THIS COURT ORDERS** that from and after the Closing, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for, or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including, without limitation, administrative hearings and orders, declarations and assessments, commenced, taken, or proceeded with or that may be commenced, taken, or proceeded with against the Purchasers relating in any way to the Excluded Assets, Excluded Liabilities, Excluded Contracts, Claims, Encumbrances, and any other claims, obligations, and other matters that are waived, released, expunged or discharged pursuant to this Order; provided that, for the avoidance of doubt, nothing contained herein shall release the Purchasers from their obligations under the Purchase Agreement or any ancillary document related thereto.

9. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor’s Certificate forthwith after delivery thereof.

10. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Sellers and the Purchasers regarding satisfaction or waiver, as applicable, of conditions to closing under the Purchase Agreement and shall incur no liability with respect to the delivery of the Monitor’s Certificate.

11. **THIS COURT ORDERS** that the Monitor is authorized to undertake and perform such activities and obligations as are reasonably required or contemplated to be undertaken or performed by the Monitor pursuant to this Order, the Purchase Agreement or any ancillary document related thereto, including the Escrow Agreement (including the release of Escrow Amounts (as defined in the Escrow Agreement) and any interest accrued thereon pursuant to the

Escrow Agreement) and the Transition Services Agreement, and shall incur no liability in connection therewith, save and except for any gross negligence or wilful misconduct on its part.

CHANGE OF NAME AND STYLE OF CAUSE

12. **THIS COURT ORDERS** that (a) on or after Closing, each of the Sellers are hereby permitted to execute and file articles of amendment or such other documents or instruments as may be required to change their respective legal names, and such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective without any requirement to obtain shareholder or partner consent; and (b) upon the official change to the legal names of the Sellers that is to occur, the names of the Sellers in the within title of proceedings shall be deleted and replaced with the new legal names of the Sellers, and any document filed thereafter in these proceedings (other than the Monitor's Certificate) shall be filed using such revised title of proceedings.

ADDITIONAL PROVISIONS

13. **THIS COURT ORDERS** that upon the filing of a copy of this Order with the Canadian Intellectual Property Office, the Registrar is hereby directed to transfer all of the Sellers' Intellectual Property to the Purchasers. The applicable Registrar is hereby further directed to discharge all security agreements recorded against such Intellectual Property.

14. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Sellers and the Monitor are authorized and permitted to disclose and transfer to the Purchasers all human resources and payroll information in the Sellers' records pertaining to the Sellers' past and current employees. The Purchasers shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Sellers.

15. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy or receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "BIA") or other

applicable legislation in respect of the Sellers and any bankruptcy or receivership order issued pursuant to any such applications;

- (c) any assignment in bankruptcy made in respect of the Sellers; and
- (d) any provisions of any federal or provincial legislation,

the Purchase Agreement, Transaction and vesting of the Purchased Assets in the Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Sellers and shall not be void or voidable by creditors of the Sellers, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

DISTRIBUTIONS

16. **THIS COURT ORDERS AND DIRECTS** that the Sellers distribute to Royal Bank of Canada, on behalf of the DIP Lenders and the Lenders, after payment of the amounts owing under the Retention Bonus Plan:

- (a) all proceeds paid to the Sellers by the Purchasers pursuant to the Purchase Agreement on the Closing Date, less an amount to be agreed by the Applicants, the Monitor and the Lenders (the “**Wind-Down Reserve**”);
- (b) all cash and cash equivalents in possession of the Sellers on the Closing Date;
- (c) all additional proceeds received by the Sellers from the Purchasers pursuant to the Purchase Agreement or otherwise from time to time; and
- (d) any portion of the Wind-Down Reserve remaining as at the termination date of these CCAA proceedings,

(collectively, the “**Distributions**”).

17. **THIS COURT ORDERS** that the Sellers are hereby authorized to take all reasonably necessary steps and actions to effect the Distributions in accordance with the provisions of this Order, and shall not incur any liability as a result of making the Distributions.

18. **THIS COURT ORDERS** that the Distributions shall not constitute a “distribution” by any director, officer, employee or agent of the Applicants, including legal counsel, and such persons shall not constitute a “legal representative”, “representative” or a “responsible representative” of the Applicants or “other person” for purposes of Section 159 of the *Income Tax Act* (Canada), Section 117 of the *Taxation Act, 2007* (Ontario), Section 270 of the *Excise Tax Act* (Canada), Sections 46 and 86 of the *Employment Insurance Act* (Canada), Section 22 of the *Retail Sales Tax Act* (Ontario), Section 107 of the *Corporations Tax Act* (Ontario), or any other similar federal, provincial, state or territorial tax legislation (collectively, the “**Statutes**”), and such persons in causing or assisting the Applicants to make any Distribution in accordance with this Order is not “distributing”, nor shall it be considered to have “distributed”, such funds for the purposes of the Statutes, and such persons shall not incur any liability under the Statutes for causing or assisting the Applicants in making any Distributions in accordance with this Order or failing to withhold amounts, ordered or permitted hereunder, and such persons shall not have any liability for any of the Applicants’ tax liabilities regardless of how or when such liabilities may have arisen, and are hereby forever released, remised and discharged from any claims against such person under or pursuant to the Statutes or otherwise at law arising as a result of the Distributions contemplated in this Order, and any claims of such nature are hereby forever barred.

19. **THIS COURT ORDERS** that the Distributions shall be permanent and indefeasible payments of the Applicants’ obligations under, first, the DIP Agreement and, second the Credit Agreement.

20. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these CCAA proceedings;
- (b) any application for a bankruptcy or receivership order now or hereafter issued pursuant to the BIA or other applicable legislation in respect of the Applicants and any bankruptcy or receivership order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Applicants; and
- (d) any provisions of any federal or provincial legislation,

the Distributions shall be made free and clear of all Claims, including the Charges, and shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Applicants 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, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

SEALING PROVISION

21. **THIS COURT ORDERS** that Confidential Appendix “1” to the First Report is hereby sealed and shall not form part of the public record until closing of the Transaction contemplated under the Purchase Agreement, subject to further order of this Court sought on not less than seven (7) days notice to the Purchasers and, provided it has not been discharged, the Monitor.

22. **THIS COURT ORDERS** that Confidential Appendix “2” to the First Report is hereby sealed and shall not form part of the public record, subject to further order of this Court sought on not less than seven (7) days notice to the Purchasers and, provided it has not been discharged, the Monitor.

GENERAL

23. **THIS COURT ORDERS** that the Sellers, Purchasers, and the Monitor may apply for advice and directions with respect to any matters arising from or under this Order, and for assistance and further order of this Court with respect to supplementation or variation of this Order.

24. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Sellers and the Monitor and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Sellers and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Sellers and the Monitor and their agents in carrying out the terms of this Order.

Digitally signed
by Mr. Justice
Cavanagh



Schedule "A" – Form of Monitor's Certificate

Court File No. CV-23-00709610-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF MAV BEAUTY BRANDS INC., MARC ANTHONY COSMETICS LTD.,
MARC ANTHONY US HOLDINGS, INC., MARC ANTHONY COSMETICS USA,
INC., MAC PURE HOLDINGS, INC., MAV MIDCO HOLDINGS, LLC,
RENPURE, LLC, ONESTA HAIR CARE, LLC, and THE MANE CHOICE HAIR
SOLUTION LLC**

Applicants

MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to the Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated November 14, 2023, as amended and restated on November 24, 2023, Alvarez & Marsal Canada Inc. was appointed as the monitor of MAV Beauty Brands Inc., Marc Anthony Cosmetics, Ltd., Marc Anthony US Holdings, Inc., Marc Anthony Cosmetics USA, Inc., MAC Pure Holdings Inc., MAV Midco Holdings, LLC, Renpure, LLC, Onesta Hair Care, LLC, and The Mane Choice Hair Solution LLC (collectively, the "**Applicants**") (in such capacity, the "**Monitor**") in proceedings commenced pursuant to the *Companies' Creditors Arrangement Act* (Canada).

B. Pursuant to the Order of the Court dated November 24, 2023 (the "**Approval, Vesting and Distribution Order**"), the Court approved the Asset Purchase Agreement dated as of November 13, 2023 (the "**Purchase Agreement**") among MAV Beauty Brands Inc., and Marc Anthony Cosmetics Ltd. (together, the "**Canadian Sellers**"), Marc Anthony Cosmetics USA, Inc., MAV Midco Holdings, LLC, Renpure, LLC and The Mane Choice Hair Solution LLC (collectively, the "**US Sellers**", and with the Canadian Sellers, the "**Sellers**"), and MAV USA, LLC, as purchaser; (b) vesting in MAV Beauty Canada, Inc. (the "**Canadian Purchaser**") all of the Canadian Sellers' right, title and interest in and to the Purchased Assets (as defined in the

Purchase Agreement) (the “**Canadian Purchased Assets**”), (c) vesting in MAV USA, LLC (the “**US Purchaser**”, and together with the Canadian Purchaser, the “**Purchasers**”), all of the US Sellers’ right, title and interest in and to the Purchased Assets (the “**US Purchased Assets**”), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Sellers and the Purchasers of a certificate confirming that (i) the Purchasers have paid, and the Sellers have received, the Purchase Price due to the Sellers and the Monitor has received the Escrow Amount on the Closing Date pursuant to the Purchase Agreement, and (ii) the Monitor has received written confirmation from the Sellers and the Purchasers that all conditions of closing the transaction contemplated under the Purchase Agreement have been satisfied or waived by the Sellers and the Purchasers.

C. Pursuant to the Approval, Vesting and Distribution Order, the Monitor may rely on written notice from the Sellers and the Purchasers regarding satisfaction or waiver of conditions to closing under the Purchase Agreement or the Approval, Vesting and Distribution Order.

D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Purchase Agreement.

THE MONITOR CERTIFIES the following:

1. The Sellers and the Purchasers have each delivered written notice to the Monitor that all applicable conditions under the Purchase Agreement have been satisfied and/or waived, as applicable;
2. The Purchasers have paid, and the Sellers have received, the Purchase Price due to the Sellers and the Monitor has received the Escrow Amount on the Closing Date pursuant to the Purchase Agreement subject to applicable adjustments pursuant to the Purchase Agreement; and
3. The Transaction has been completed to the satisfaction of the Monitor.

This Monitor’s Certificate was delivered by the Monitor at _____ on _____, 2023.

Alvarez & Marsal Canada Inc., in its capacity as Monitor of MAV Beauty Brands Inc., Marc Anthony Cosmetics, Ltd., Marc Anthony US Holdings, Inc., Marc Anthony Cosmetics USA, Inc., MAC Pure Holdings, Inc., MAV Midco Holdings, LLC, Rempure,

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LLC, Onesta Hair Care, LLC, and The Mane
Choice Hair Solution LLC, and not in its
personal or corporate capacity

By:

Name:

Title:

Schedule “B”- Encumbrances

i. All Claims and Encumbrances in connection with the Credit Facility, including, without limitation, the registrations listed below.

ii. Registrations pursuant to the *Personal Property Security Act* (Ontario)

Filing Number	Registration Number	Secured Party	Debtor(s)	Collateral	Registration Date	Expiry Date
741408381	20180710 0803 9234 3558	Royal Bank of Canada, as Administrative Agent	MAV Beauty Brands Inc.	Inventory, equipment, accounts, other, motor vehicle included	July 10, 2018	July 10, 2025
741166002	20180703 1249 9234 3511 20180710 0803 9234 3557	Royal Bank of Canada, as Administrative Agent	MAV Beauty Brands Inc. (as amended on July 10, 2018 to reflect amalgamation of Mac Midco Holdings Inc. and MAV Beauty Brands Inc.)	Inventory, equipment, accounts, other, motor vehicle included	July 3, 2018	July 3, 2025
741165939	20180703 1249 9234 3510	Royal Bank of Canada, as Administrative Agent	MAV Beauty Brands Inc.	Inventory, equipment, accounts, other, motor vehicle included	July 3, 2018	July 3, 2025
741165867	20180703 1248 9234 3509	Royal Bank of Canada, as Administrative Agent	Marc Anthony Cosmetics Ltd.	Inventory, equipment, accounts, other, motor vehicle included	July 3, 2018	July 3, 2025
761248395	20200326 1010 1462 4237	Xerox Financial Services Canada Ltd.	Marc Anthony Cosmetics Ltd.	Equipment, other. General Collateral Description: Xerox Altalink B8055 HV (X2) Serial #S, Y4X859044, Y4X927601	March 26, 2020	March 26, 2025
741454875	20180710 1514 1590 4354 20230530 1520 1590 5427 20230530 1733 1590 5475	Royal Bank of Canada, as Administrative Agent	Marc Anthony US Holdings, Inc. Marc Anthony Cosmetics USA, Inc. Mac Pure Holdings, Inc. Rempure, LLC Onesta Hair Care, LLC	Inventory, equipment, accounts, other, motor vehicle included	July 10, 2018	July 10, 2028
757453878	20191112 0818 9234 8902	Royal Bank of Canada, as Administrative Agent	MAV Midco Holdings, LLC	Inventory, equipment, accounts, other, motor vehicle included	November 12, 2019	November 12, 2026

Filing Number	Registration Number	Secured Party	Debtor(s)	Collateral	Registration Date	Expiry Date
757518057	20191112 1428 9234 8912	Royal Bank of Canada, as Administrative Agent	The Mane Choice Hair Solution LLC	Inventory, equipment, accounts, other, motor vehicle included	November 12, 2019	November 12, 2026

iii. Registrations pursuant to the *Personal Property Security Act* (British Columbia)


Filing Number	Base Registration Number	Secured Party	Debtor(s)	Collateral	Registration Date	Expiry Date
N/A	867522K	Royal Bank of Canada, as Administrative Agent	MAV Beauty Brands Inc.	All of the Debtor's present and after-acquired personal property.	July 3, 2018	July 3, 2025
N/A	867531K	Royal Bank of Canada, as Administrative Agent	Marc Anthony Cosmetics Ltd.	All of the Debtor's present and after-acquired personal property.	July 3, 2018	July 3, 2025
N/A	867546K	Royal Bank of Canada, as Administrative Agent	Mac Midco Holdings Inc. MAV Beauty Brands Inc.	With respect to the amalgamated Debtor (Mac Midco Holdings Inc. amalgamated with MAV on July 10, 2018), all of the Debtor's present and after-acquired property. All of the Debtor's present and after-acquired personal property.	July 3, 2018	July 3, 2025
N/A	883796K	Royal Bank of Canada, as Administrative Agent	MAV Beauty Brands Inc.	All of the Debtor's present and after-acquired personal property.	July 10, 2018	July 10, 2025
N/A	884922K	Royal Bank of Canada, as Administrative Agent	Marc Anthony US Holdings Inc. Marc Anthony Cosmetics USA Inc Marc Pure Holdings Inc Rempure LLC Onesta Hair Care LLC	All present and after-acquired property of each debtor.	July 10, 2018	July 10, 2028

iv. Registrations pursuant to the Uniform Commercial Code

State	Initial Filing No.	Secured Party	Debtor	Collateral Description	Registration Date
Delaware	20184733313	Royal Bank of Canada, as Administrative Agent	Marc Anthony Cosmetics USA, Inc.	All of the Debtor's right, title and interest, whether now existing or hereafter acquired, in and to all property of the Debtor, and the proceeds and products, whether tangible or intangible, thereof.	July 10, 2018
Delaware	20198014339	Royal Bank of Canada, as Administrative Agent	MAV Midco Holdings, LLC	All of the Debtor's right, title and interest, whether now existing or hereafter acquired, in and to all property of the Debtor, and the proceeds and products, whether tangible or intangible, thereof.	November 13, 2019
Delaware	20198014271	Royal Bank of Canada, as Administrative Agent	The Mane Choice Hair Solution LLC	All of the Debtor's right, title and interest, whether now existing or hereafter acquired, in and to all property of the Debtor, and the proceeds and products, whether tangible or intangible, thereof.	November 13, 2019
Delaware	20184733545	Royal Bank of Canada, as Administrative Agent	Rempure, LLC	All of the Debtor's right, title and interest, whether now existing or hereafter acquired, in and to all property of the Debtor, and the proceeds and products, whether tangible or intangible, thereof.	July 10, 2018

v. Any and all Claims and Encumbrances in respect of the Purchased Assets including those Claims and Encumbrances recorded with the Canadian Intellectual Property Office

Trademark Registrations and Applications (Canada)

Owner	Trademark	Appl. No.	Reg. No.	Recorded Encumbrance to be Vested Out
Marc Anthony Cosmetics Ltd.	FOREVER LONG & 	1016871	TMA562980	Security Agreement Placed on File DATE RECORDED: 2018-07-25 DATE OF CHANGE: 2018-07-24 by Royal Bank of Canada acting as Administrative and Collateral Agent - See evidence on File No. 1016871


Owner	Trademark	Appl. No.	Reg. No.	Recorded Encumbrance to be Vested Out
Marc Anthony Cosmetics Ltd.	MOISTURE GLOSS	1042443	TMA610559	Security Agreement Placed on File DATE RECORDED: 2018-07-25 DATE OF CHANGE: 2018-07-24 Royal Bank of Canada acting as Administrative and Collateral Agent - See evidence on File No. 1016871
Marc Anthony Cosmetics Ltd.	TRUE PROFESSIONAL	1167671	TMA627618	Security Agreement Placed on File DATE RECORDED: 2018-07-25 DATE OF CHANGE: 2018-07-24 Royal Bank of Canada acting as Administrative and Collateral Agent - See evidence on File No. 1016871
Marc Anthony Cosmetics Ltd.	INSTANTLY THICK	1167675	TMA626302	Security Agreement Placed on File DATE RECORDED: 2018-07-25 DATE OF CHANGE: 2018-07-24 Royal Bank of Canada acting as Administrative and Collateral Agent - See evidence on File No. 1016871
Marc Anthony Cosmetics Ltd.	STRICTLY CURLS	1167676	TMA624077	Security Agreement Placed on File DATE RECORDED: 2018-07-25 DATE OF CHANGE: 2018-07-24 Royal Bank of Canada acting as Administrative and Collateral Agent - See evidence on File No. 1016871
Marc Anthony Cosmetics Ltd.	SIMPLY STRAIGHT	1167677	TMA624098	Security Agreement Placed on File DATE RECORDED: 2018-07-25 DATE OF CHANGE: 2018-07-24 Royal Bank of Canada acting as Administrative and Collateral Agent - See evidence on File No. 1016871

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Owner	Trademark	Appl. No.	Reg. No.	Recorded Encumbrance to be Vested Out
Marc Anthony Cosmetics Ltd.	MARC ANTHONY	1167678	TMA611540	Security Agreement Placed on File DATE RECORDED: 2018-07-25 DATE OF CHANGE: 2018-07-24 Royal Bank of Canada acting as Administrative and Collateral Agent - See evidence on File No. 1016871
Marc Anthony Cosmetics Ltd.	FOREVER LONG	1172136	TMA611346	Security Agreement Placed on File DATE RECORDED: 2018-07-25 DATE OF CHANGE: 2018-07-24 Royal Bank of Canada acting as Administrative and Collateral Agent - See evidence on File No. 1016871
Marc Anthony Cosmetics Ltd.	CAKE BEAUTY	1185641	TMA634570	Security Agreement Placed on File DATE RECORDED: 2018-07-25 DATE OF CHANGE: 2018-07-24 Royal Bank of Canada acting as Administrative and Collateral Agent - See evidence on File No. 1016871 Security Agreement Placed on File DATE RECORDED: 2018-09-20 DATE OF CHANGE: 2018-09-20 Cortland Capital Market Services LLC, as Collateral Agent - See evidence on File No. 1873807
Marc Anthony Cosmetics Ltd.	MARC ANTHONY	1195977	TMA705657	Security Agreement Placed on File DATE RECORDED: 2018-07-25 DATE OF CHANGE: 2018-07-24

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Owner	Trademark	Appl. No.	Reg. No.	Recorded Encumbrance to be Vested Out
				Royal Bank of Canada acting as Administrative and Collateral Agent - See evidence on File No. 1016871
Marc Anthony Cosmetics Ltd.	DESSERTED ISLAND	1235599	TMA701090	Security Agreement Placed on File DATE RECORDED: 2018-07-25 DATE OF CHANGE: 2018-07-24 Royal Bank of Canada acting as Administrative and Collateral Agent - See evidence on File No. 1016871 Security Agreement Placed on File DATE RECORDED: 2018-09-20 DATE OF CHANGE: 2018-09-20 Cortland Capital Market Services LLC, as Collateral Agent - See evidence on File No. 1873807
Marc Anthony Cosmetics Ltd.	MILK MADE	1236447	TMA755441	Security Agreement Placed on File DATE RECORDED: 2018-07-25 DATE OF CHANGE: 2018-07-24 Royal Bank of Canada acting as Administrative and Collateral Agent - See evidence on File No. 1016871 Security Agreement Placed on File DATE RECORDED: 2018-09-20 DATE OF CHANGE: 2018-09-20 Cortland Capital Market Services LLC, as Collateral Agent - See evidence on File No. 1873807

Owner	Trademark	Appl. No.	Reg. No.	Recorded Encumbrance to be Vested Out
Marc Anthony Cosmetics Ltd.	CAKE WALK	1236449	TMA678074	<p>Security Agreement Placed on File</p> <p>DATE RECORDED: 2018-07-25</p> <p>DATE OF CHANGE: 2018-07-24</p> <p>Royal Bank of Canada acting as Administrative and Collateral Agent - See evidence on File No. 1016871</p> <p>Security Agreement Placed on File</p> <p>DATE RECORDED: 2018-09-20</p> <p>DATE OF CHANGE: 2018-09-20</p> <p>Cortland Capital Market Services LLC, as Collateral Agent - See evidence on File No. 1873807</p>
Marc Anthony Cosmetics Ltd.	STYLE STRAIGHT	1452475	TMA783831	<p>Security Agreement Placed on File</p> <p>DATE RECORDED: 2018-07-25</p> <p>DATE OF CHANGE: 2018-07-24</p> <p>Royal Bank of Canada acting as Administrative and Collateral Agent - See evidence on File No. 1016871</p>
Marc Anthony Cosmetics Ltd.	MENSTUFF	1722170	TMA957026	<p>Security Agreement Placed on File</p> <p>DATE RECORDED: 2018-07-25</p> <p>DATE OF CHANGE: 2018-07-24</p> <p>Royal Bank of Canada acting as Administrative and Collateral Agent - See evidence on File No. 1016871</p>
Marc Anthony Cosmetics Ltd.	<p>FOREVER LONG & Design</p> 	1867017	TMA1048388	<p>Security Agreement Placed on File</p> <p>DATE RECORDED: 2018-07-25</p> <p>DATE OF CHANGE: 2018-07-24</p> <p>Royal Bank of Canada acting as Administrative and Collateral Agent - See evidence on File No. 1016871</p>

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Owner	Trademark	Appl. No.	Reg. No.	Recorded Encumbrance to be Vested Out
Marc Anthony Cosmetics Ltd.	Delectable & Design <i>Delectable</i>	1869596	TMA1103163	Security Agreement Placed on File DATE RECORDED: 2018-07-25 DATE OF CHANGE: 2018-07-24 Royal Bank of Canada acting as Administrative and Collateral Agent - See evidence on File No. 1016871 Security Agreement Placed on File DATE RECORDED: 2018-09-20 DATE OF CHANGE: 2018-09-20 Cortland Capital Market Services LLC, as Collateral Agent - See evidence on File No. 1873807
Marc Anthony Cosmetics Ltd.	Cake & Design <i>cake</i>	1873807	TMA1102814	Security Agreement Placed on File DATE RECORDED: 2018-07-25 DATE OF CHANGE: 2018-07-24 Royal Bank of Canada acting as Administrative and Collateral Agent - See evidence on File No. 1016871 Security Agreement Placed on File DATE RECORDED: 2018-09-20 DATE OF CHANGE: 2018-09-20 Cortland Capital Market Services LLC, as Collateral Agent - See evidence on File No. 1873807




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Owner	Trademark	Appl. No.	Reg. No.	Recorded Encumbrance to be Vested Out
Renpure, LLC	RENPURE	1442484	TMA828776	Security Agreement Placed on File DATE RECORDED: 2018-07-26 DATE OF CHANGE: 2018-07-24 Royal Bank of Canada (Administrative and Collateral Agent) - See evidence on File No. 1442484
The Mane Choice Hair Solution LLC	MANETABOLISM	1753640	TMA953552	Security Agreement Placed on File DATE RECORDED: 2020-02-10 DATE OF CHANGE: 2020-02-04 Royal Bank of Canada, as administrative agent and collateral agent - See evidence on File No. 1753640
The Mane Choice Hair Solution LLC	THE MANE CHOICE & Design	1752969	TMA991945	Security Agreement Placed on File DATE RECORDED: 2020-02-10 DATE OF CHANGE: 2020-02-04 Royal Bank of Canada, as administrative agent and collateral agent - See evidence on File No. 1753640
Marc Anthony Cosmetics Ltd.	DESSERT'S ON ME	1235603	TMA728097	Security Agreement Placed on File DATE RECORDED: 25 Jul 2018 DATE OF CHANGE: 24 Jul 2018 Royal Bank of Canada acting as Administrative and Collateral Agent- See evidence on File No. 1016871 Security Agreement Placed on File DATE RECORDED: 2018-09-20 DATE OF CHANGE: 2018-09-20 Cortland Capital Market Services LLC, as Collateral Agent - See evidence on File No. 1873807

Trademark Registrations and Applications (United States)

Owner	Trademark	Appl. No.	Reg. No.	Recorded Encumbrance to be Vested Out
The Mane Choice Hair Solution LLC	PROCEED WITH CAUTION	88416883	5908164	Security Agreement Placed on File DATE RECORDED: 12/10/2019 Royal Bank of Canada
The Mane Choice Hair Solution LLC	BEAUTY, HEALTH, SCIENCE	88119884	5759489	Security Agreement Placed on File DATE RECORDED: 12/10/2019 Royal Bank of Canada
The Mane Choice Hair Solution LLC	NATURAL GROWTH & RETENTION	88024579	5753640	Security Agreement Placed on File DATE RECORDED: 12/10/2019 Royal Bank of Canada
The Mane Choice Hair Solution LLC	THE MANE CHOICE 	86801738	4977930	Security Agreement Placed on File DATE RECORDED: 12/10/2019 Royal Bank of Canada
The Mane Choice Hair Solution LLC	THE MANE CHOICE	86492468	4790425	Security Agreement Placed on File DATE RECORDED: 12/10/2019 Royal Bank of Canada
The Mane Choice Hair Solution LLC	MANETABOLISM	86018403	4604215	Security Agreement Placed on File DATE RECORDED: 12/10/2019 Royal Bank of Canada
Renpure LLC	GO NUTS	87308497	5514695	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Renpure LLC	RENPURE ORIGINALS COCONUT WATER MIST	87234498	5509248	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada

Owner	Trademark	Appl. No.	Reg. No.	Recorded Encumbrance to be Vested Out
	 <p>COCONUT WATER MIST</p>			
Renpure LLC	<p>RENPURE ADVANCED EXTRA STRENGTH TEA TREE & LEMON SAGE</p>  <p>EXTRA STRENGTH TEA TREE & LEMON SAGE</p>	87234484	5509247	<p>Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada</p>
Renpure LLC	<p>RENPURE ADVANCED EXTRA STRENGTH COCONUTCREAM</p>  <p>EXTRA STRENGTH COCONUT CREAM</p>	87234461	5509246	<p>Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada</p>
Renpure LLC	<p>RENPURE ADVANCED EXTRA STRENGTH BIOTIN & COLLAGEN</p>  <p>EXTRA STRENGTH BIOTIN & COLLAGEN</p>	87234454	5509245	<p>Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada</p>
Renpure LLC	<p>RENPURE ADVANCED EXTRA STRENGTH BAMBOO COCONUT WATER</p>  <p>EXTRA STRENGTH BAMBOO COCONUT WATER</p>	87234444	5509244	<p>Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada</p>
Renpure LLC	<p>RENPURE ADVANCED EXTRA STRENGTH ARGAN OIL</p>	87234430	5509243	<p>Security Agreement Placed on File DATE RECORDED: 07/10/2018</p>

Owner	Trademark	Appl. No.	Reg. No.	Recorded Encumbrance to be Vested Out
				Royal Bank of Canada
Renpure LLC	BELLA CURLS 	87565867	5412929	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Renpure LLC	BELLA CURLS 	87565751	5412928	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Renpure LLC	RENPURE ADVANCED	87520493	5400627	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Renpure LLC	AMAZING MIRACLE	87308663	5228264	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Renpure LLC	RENPURE COCONUT CRÈME	86592306	4921804	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Renpure LLC	RENPURE ORIGINALS	85408175	4238892	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Renpure LLC	RENPURE	77440177	3726192	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada

Owner	Trademark	Appl. No.	Reg. No.	Recorded Encumbrance to be Vested Out
Marc Anthony Cosmetics Ltd.	PROCEED WITH CAUTION	88416883	5908164	Security Agreement Placed on File DATE RECORDED: 12/10/2019 Royal Bank of Canada
Marc Anthony Cosmetics Ltd.	BEAUTY, HEALTH, SCIENCE	88119884	5759489	Security Agreement Placed on File DATE RECORDED: 12/10/2019 Royal Bank of Canada
Marc Anthony Cosmetics Ltd.	NATURAL GROWTH & RETENTION	88024579	5753640	Security Agreement Placed on File DATE RECORDED: 12/10/2019 Royal Bank of Canada
Marc Anthony Cosmetics Ltd.	MANETABOLISM	86018403	4604215	Security Agreement Placed on File DATE RECORDED: 12/10/2019 Royal Bank of Canada
Marc Anthony Cosmetics Ltd.	HYDRA-LOCK	86469647	5508839	Security Agreement Placed on File DATE RECORDED: 08/19/2020
Marc Anthony Cosmetics Ltd.	MARC ANTHONY	78352379	3492582	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Marc Anthony Cosmetics Ltd.	STRICTLY CURLS	78285478	3000732	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Marc Anthony Cosmetics Ltd.	TRUE PROFESSIONAL	78275647	2906450	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada
Marc Anthony Cosmetics Ltd.	INSTANTLY THICK	78275643	3092173	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada

Owner	Trademark	Appl. No.	Reg. No.	Recorded Encumbrance to be Vested Out
Marc Anthony Cosmetics Ltd.	MARC ANTHONY	75214072	2296390	Security Agreement Placed on File DATE RECORDED: 07/10/2018 Royal Bank of Canada

Copyright Registrations (Canada)

Owner	Title	Reg. No.	Recorded Encumbrance to be Vested Out
Marc Anthony Cosmetics Inc.	The Final Cut – America’s Challenge	1151276	Grant Of Interest – Confirmation of Security Interest In Intellectual Property BY: MARC ANTHONY COSMETICS LTD. IN FAVOUR OF: ROYAL BANK OF CANADA, AS ADMINISTRATIVE AND COLLATERAL AGENT

vi. Any Claims and Encumbrances raised, or which could have been raised, in connection with the following:

1. *Marc Anthony Cosmetics Inc. v. HKMB Hub International Limited*; Court File No. CV15005273630000; case opened on May 1, 2015.
2. *Official Committee of Unsecured Creditors of Pack Liquidating, LLC, et al., derivatively, on behalf of the Debtors’ estates v. Renpure LLC dba MAV Beauty Brands*; Case No. 23-50561-CTG; case opened on September 12, 2023.
3. *In re: Pack Liquidating LLC, et al.*; Case No. 22-107-10797; case opened on September 12, 2023.
4. *Straight Arrow Products Inc. v. The Mane Choice Hair Solution, LLC*; Case No: 5:20-cv-04722; case opened on September 25, 2020, other than the rights and obligations under the Settlement Agreement dated April 21, 2023, by and among Straight Arrow Products, Inc. and The Mane Choice Hair Solution, LLC.
5. *Jacquelyn Cyr v. Marc Anthony Cosmetics Ltd. and MAV Beauty Brands Inc. Cake Beauty Inc., Heather Reier*; Case No. CV-19-00615445-0000; case opened on March 4, 2019.
6. *Elena Lyaskovska v. Cake Beauty, Inc. and MAV Beauty Brands, Inc.* Demand Letter received on December 20, 2022.
7. *Davit Nersisyan v. MAV Beauty Brands, Inc., Marc Anthony Cosmetics, Inc. and Renpure, LLC.* Pre-Litigation Notice and Demand Letter received March 23, 2023.
8. Letter to Resolve Matter received on December 16, 2022, relating to a claim from Heather Spurlock.

9. *Moroccanoil Israel Ltd. v. Marc Anthony Cosmetics, Inc.*, other than in connection with the Confidential Final Settlement Agreement dated October 18, 2014, by and among Moroccanoil Israel Ltd., Moroccanoil Canada Inc., Moroccanoil, Inc., Marc Anthony Cosmetics Inc. and Marc Anthony Venture Corporation.

Schedule “C” – Permitted Encumbrances

1. Encumbrances of contractors, subcontractors, mechanics, materialmen, carriers, workmen, suppliers, warehousemen, repairmen and similar Encumbrances granted or which arise in the Ordinary Course and that are not filed of record;
2. Encumbrances arising under or in connection with zoning, building codes and other land use Applicable Laws regarding the use or occupancy of such real property or the activities conducted thereon which are imposed by any Governmental Authority and are not violated by the current use or occupancy of such real property or the operation of the Business as currently conducted thereon;
3. the right reserved to or vested in any Governmental Authority by any statutory provision or by the terms of any lease, license, franchise, grant, Authorization or permit of a Seller, to terminate any such lease, license, franchise, grant, Authorization or permit, or to require annual or other payments as a condition of their continuance, in each case, none of which is in default with respect to the current conduct of the Business;
4. easements, rights-of-way, encroachments, restrictions, covenants, conditions and other similar matters that, individually or in the aggregate, do not materially affect a Seller’s current or contemplated use, occupancy, utility or value of the applicable Leased Location; and
5. any Encumbrances granted under the Assumed Contracts with respect to the current conduct of the Business.

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

Applicant

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF MAY BEAUTY BRANDS INC., MARC ANTHONY COSMETICS LTD., MARC ANTHONY US HOLDINGS, INC., MARC ANTHONY COSMETICS USA, INC., MAC PURE HOLDINGS, INC., MAY MIDCO HOLDINGS, LLC, RENPURE, LLC, ONESTA HAIR CARE, LLC, and THE MANE CHOICE HAIR SOLUTION LLC

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

TRADEMARK

PROCEEDING COMMENCED AT TORONTO

REEL: 008395 FRAME: 0386

APPROVAL, VESTING AND
DISTRIBUTION ORDER

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Ashley Taylor (LSO #39932E)
Tel: (416) 869-5236
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Email: rhammad@stikeman.com

Counsel to the Applicants

EXHIBIT E
MONITOR'S CERTIFICATE

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF MAV BEAUTY BRANDS INC., MARC ANTHONY COSMETICS LTD.,
MARC ANTHONY US HOLDINGS, INC., MARC ANTHONY COSMETICS USA,
INC., MAC PURE HOLDINGS, INC., MAV MIDCO HOLDINGS, LLC,
RENPURE, LLC, ONESTA HAIR CARE, LLC, and THE MANE CHOICE HAIR
SOLUTION LLC

Applicants

MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to the Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated November 14, 2023, as amended and restated on November 24, 2023, Alvarez & Marsal Canada Inc. was appointed as the monitor of MAV Beauty Brands Inc., Marc Anthony Cosmetics, Ltd., Marc Anthony US Holdings, Inc., Marc Anthony Cosmetics USA, Inc., MAC Pure Holdings Inc., MAV Midco Holdings, LLC, Renpure, LLC, Onesta Hair Care, LLC, and The Mane Choice Hair Solution LLC (collectively, the "Applicants") (in such capacity, the "Monitor") in proceedings commenced pursuant to the Companies' Creditors Arrangement Act (Canada).

B. Pursuant to the Order of the Court dated November 24, 2023 (the "Approval, Vesting and Distribution Order"), the Court approved the Asset Purchase Agreement dated as of November 13, 2023 (the "Purchase Agreement") among MAV Beauty Brands Inc., and Marc Anthony Cosmetics Ltd. (together, the "Canadian Sellers"), Marc Anthony Cosmetics USA, Inc., MAV Midco Holdings, LLC, Renpure, LLC and The Mane Choice Hair Solution LLC (collectively, the "US Sellers", and with the Canadian Sellers, the "Sellers"), and MAV USA, LLC, as purchaser; providing for the (a) vesting in MAV Beauty Canada, Inc. (the "Canadian Purchaser") all of the Canadian Sellers' right, title and interest in and to the Purchased Assets (as defined in

the Purchase Agreement) (the “Canadian Purchased Assets”), and (b) vesting in MAV USA, LLC (the “US Purchaser”, and together with the Canadian Purchaser, the “Purchasers”), all of the US Sellers’ right, title and interest in and to the Purchased Assets (the “US Purchased Assets”), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Sellers and the Purchasers of a certificate confirming that (i) the Purchasers have paid, and the Sellers have received, the Purchase Price due to the Sellers and the Monitor has received the Escrow Amount on the Closing Date pursuant to the Purchase Agreement, and (ii) the Monitor has received written confirmation from the Sellers and the Purchasers that all conditions of closing the transaction contemplated under the Purchase Agreement have been satisfied or waived by the Sellers and the Purchasers.

C. Pursuant to the Approval, Vesting and Distribution Order, the Monitor may rely on written notice from the Sellers and the Purchasers regarding satisfaction or waiver of conditions to closing under the Purchase Agreement or the Approval, Vesting and Distribution Order.

D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Purchase Agreement.

THE MONITOR CERTIFIES the following:

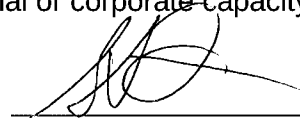
1. The Sellers and the Purchasers have each delivered written notice to the Monitor that all applicable conditions under the Purchase Agreement have been satisfied and/or waived, as applicable;
2. The Purchasers have paid, and the Sellers have received, the Purchase Price due to the Sellers and the Monitor has received the Escrow Amount on the Closing Date pursuant to the Purchase Agreement subject to applicable adjustments pursuant to the Purchase Agreement; and
3. The Transaction has been completed to the satisfaction of the Monitor.

[Remainder of Page Intentionally Left Blank]

This Monitor's Certificate was delivered by the Monitor at Toronto, Ontario on December 8, 2023.

Alvarez & Marsal Canada Inc., in its capacity as Monitor of MAV Beauty Brands Inc., Marc Anthony Cosmetics, Ltd., Marc Anthony US Holdings, Inc., Marc Anthony Cosmetics USA, Inc., MAC Pure Holdings, Inc., MAV Midco Holdings, LLC, Rempure, LLC, Onesta Hair Care, LLC, and The Mane Choice Hair Solution LLC, and not in its personal or corporate capacity

By:



Name: Stephen Ferguson

Title: Senior Vice-President

U.S. TRADEMARK SECURITY AGREEMENT

This U.S. TRADEMARK SECURITY AGREEMENT dated as of November 13, 2019 (as may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by and among THE MANE CHOICE HAIR SOLUTION LLC (the “Grantor”) and Royal Bank of Canada, as administrative agent and collateral agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Amended and Restated First Amendment to Credit Agreement, dated as of the date hereof (the “First Amendment”), by and among MARC ANTHONY COSMETICS LTD. (the “Canadian Borrower”), MAC PURE HOLDINGS, INC. (the “US Borrower” and, together with the Canadian Borrower, the “Borrowers”), the other Loan Parties party thereto, the lenders from time to time party thereto and the Administrative Agent, which amends that certain Credit Agreement dated as of July 10, 2018 (as amended by the First Amendment and as otherwise amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, MAV BEAUTY BRANDS INC., the Lenders and Issuing Banks party thereto and the Administrative Agent and (b) that certain Supplement No. 1 dated as of the date hereof (the “Security Agreement Supplement”) among the Grantor, MAV Midco Holdings, LLC, MAC Pure Holdings, Inc., and the Administrative Agent, which joins the Grantor under the U.S. Pledge and Security Agreement dated as of July 10, 2018 (as amended by the Security Agreement Supplement and as otherwise amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrowers, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Canadian Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Canadian Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under Filing Collateral consisting of any Trademarks now owned or at any time hereafter acquired by such Grantor, including those registered or applied for Trademarks listed on Schedule I hereto; provided that no security interest is granted on any intent-to-use trademark applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Requirements of Law (the “Trademark Collateral”). The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

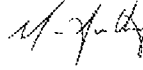
Security Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by email or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE MANE CHOICE HAIR SOLUTION LLC



By: _____

Name: Marc Anthony Venere

Title: Chief Executive Officer

ROYAL BANK OF CANADA,
as Administrative Agent






By: _____

Name: Vishal Nayee

Title: Authorized Signatory

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:

Owner	Trademark:	Jurisdiction:	Registration No.:
The Mane Choice Hair Solution LLC		United States	4977930
The Mane Choice Hair Solution LLC	THE MANE CHOICE	United States	4790425
The Mane Choice Hair Solution LLC	MANETABOLISM	United States	4604215
The Mane Choice Hair Solution LLC	NATURAL GROWTH & RETENTION	United States	5753640
The Mane Choice Hair Solution LLC	BEAUTY, HEALTH, SCIENCE	United States	5759489
The Mane Choice Hair Solution LLC	MANETABOLISM (Canada)	Canada	TMA953552
The Mane Choice Hair Solution LLC		Canada	TMA991945
The Mane Choice Hair Solution LLC		WIPO	1292836
The Mane Choice Hair Solution LLC	MANETABOLISM	WIPO	1289937

Trademark Applications:

Owner	Trademark:	Jurisdiction:	Application No.:
The Mane Choice Hair Solution LLC	PROCEED WITH CAUTION	United States	88416883
The Mane Choice Hair Solution LLC	MANE CHOICE	Nigeria	F/T/2016/408
The Mane Choice Hair Solution LLC	MANETABOLISM	China	35447990