

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

THE HONOURABLE

JUSTICE

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THURSDAY, THE 6TH

DAY OF DECEMBER, 2018

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

BOSS LOGO PRINT & GRAPHICS INC.

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE  
*COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

**APPROVAL AND VESTING ORDER  
(re Bill of Sale)**

**THIS MOTION**, made by MNP Ltd. in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Boss Logo Print & Graphics (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by a General Conveyance and Bill of Sale (the "**Sales Agreement**") between the Receiver and the Purchaser (as defined in the Sales Agreement) dated November 9, 2018, appended as a confidential appendix to the Third Report of the Receiver to the Court dated November 28, 2018 (the "**Report**"); vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sales Agreement (the "**Purchased Assets**"); sealing Confidential Appendices 1, 2, and 3 of the Report; and approving the Report and the Receiver's activities as set out in the Report, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Report and on hearing the submissions of counsel for the Receiver and the Purchaser, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Victoria Gifford, sworn November 30, 2018, filed:

**A. SERVICE**

1. **THIS COURT ORDERS**, if necessary, that the time for service and filing of the notice of motion and motion record are hereby abridged and validated, service is hereby validated, and further service upon any other persons not already served with this notice of motion and motion record is hereby dispensed with so that the motion is properly returnable today.

**B. APPROVAL AND VESTING**

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sales Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed 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 Purchaser.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets as described in the Sales Agreement (and listed on Schedule B hereto) shall vest absolutely in the Purchaser, 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, 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 Hainey dated September 19, 2018; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; (all of which are collectively referred to as the "**Encumbrances**"), this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **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 shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets 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.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser: all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, the Customer Data, and the Debtor's customers' credit card and contact information. The Purchaser 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 Debtor.

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

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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.

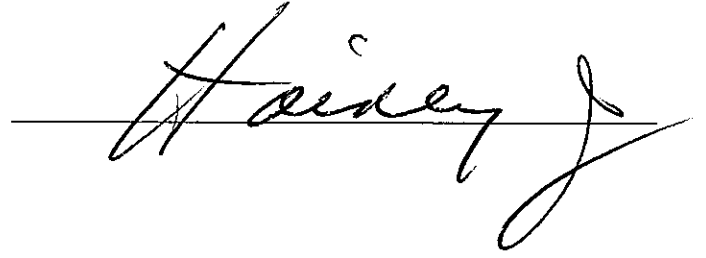
8. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals,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

**C. SEALING**

9. **THIS COURT ORDERS THAT** Confidential Appendices 1, 2, and 3 of the Report are hereby sealed pending the earlier of: (a) the closing of the Sales Agreement; and (b) further order of this court.

**D. APPROVAL OF REPORT AND ACTIVITIES**

10. **THIS COURT ORDERS AND DECLARES** that the Report and the Receiver's activities as set out in the Report are hereby approved, provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize any such approvals.

A handwritten signature in black ink, appearing to read "Hayden J.", is written over a horizontal line. The signature is cursive and stylized, with a large initial 'H' and a long, sweeping tail on the 'J'.

**Schedule A – Form of Receiver’s Certificate**

Court File No.: CV-18-00605297-00CL

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

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

BOSS LOGO PRINT & GRAPHICS INC.

Respondent

**RECEIVER’S CERTIFICATE**

RECITALS

A. Pursuant to an Order of the Honourable Justice Hainey of the Ontario Superior Court of Justice (the “**Court**”) dated September 19, 2018, MNP Ltd. was appointed as the receiver (the “**Receiver**”) of the undertaking, property and assets of Boss Logo Print & Graphics Inc. (the “**Debtor**”).

B. Pursuant to an Order of the Court dated December 6, 2018 the Court approved the General Conveyance and Bill of Sale made as of November 9, 2018 (the “**Sales Agreement**”) between the Receiver and the Purchaser (as defined in the Sales Agreement) and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to closing as set out in the Sales Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, the defined terms herein have the meanings set out in the Sales Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sales Agreement;
2. The conditions to closing as set out in the Sales Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at [TIME] on [DATE].

MNP Ltd., in its capacity as Receiver of the undertaking, property and assets of Boss Logo Print & Graphics Inc. and not in its personal capacity

Per: \_\_\_\_\_

Name:

Title:

## **Schedule B – Purchased Assets**

As identified in the Sales Agreement, including:

1. all URLs and domain names of the Debtor, including but not limited to: www.bosslogo.com, www.bosslogo.ca, www.bosslogohelo.com, www.5000cards.com, www.5000cards.ca, www.24hrprinting.com, www.24hr-tickets.com, www.whitelabelprintsites.com, www.whitelabelprintsites.com, yourprintwebsite.com, puzzleprinting.com, posterboss.com, bosslogobooks.com, approvepdf.com, and all registrations therefor;
2. all Intellectual Property (as defined in the Sales Agreement) rights in and to the artwork and web design featured on the Domain Names;
3. all customer data contained on the servers of the Debtor associated with the Domain Names of www.bosslogo.com and www.5000cards.com which are in the possession and control of the Vendor;
4. all data contained on the servers of the Debtor (including any data related to the Domain Names) which is in the possession and control of the Vendor;
5. the following telephone/fax numbers: 647.949.2447, 647.892.2677, 905.474.2677, 905.477.5622 (fax) and 866-689-2677 and 416.657.2677;
6. all right title and interest the Debtor received to the "deployed package" pursuant to the Software Development Agreements dated August 4, 2011 and April 11, 2013 between Great Minds Consulting and Great Minds Software Solutions Inc. respectively, as developer, and Boss Logo Print and Graphics Inc., as client; and
7. all of the Debtor's intellectual property anywhere in the world, whether registered or unregistered, together with all goodwill associated therewith, including, without limitation, (i) copyrights in any works, software in source code and object code form, websites and contents thereof, rights to make derivative works in respect thereof (ii) patents, inventions (whether patentable or not), proprietary processes, methods, designs, design patents, industrial designs, developments and improvements thereto, (iii) trademarks, trade names, domain names and registrations therefor,



business names, corporate names, trade styles, logos and all other forms of business identifiers, (iv) business telephone numbers, email accounts and addresses, and (v) trade secrets and all other confidential information and data in any form or format, and all rights to seek protection or registration of any of the foregoing.

THE TORONTO-DOMINION  
BANK and BOSS LOGO PRINT &  
Applicant GRAPHICS INC.  
Respondent

Court File No.: CV-18-00605297-00CL

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

Proceeding commenced at Toronto

**APPROVAL AND VESTING ORDER  
(RE BILL OF SALE)**

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Lawyers for the MNP Ltd., in its capacity as  
privately-appointed Receiver of Boss Logo Print  
& Graphics Inc.