

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

IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, c. C-26, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
SEARS CANADA INC., CORBEIL ELECTRIQUE INC., S.L.H. TRANSPORT  
INC., THE CUT INC., SEARS CONTACT SERVICES INC., INITIUM LOGISTICS  
SERVICES INC., INITIUM COMMERCE LABS INC., INITIUM TRADING AND  
SOURCING CORP., SEARS FLOOR COVERING CENTRES INC., 173470  
CANADA INC., 2497089 ONTARIO INC., 6988741 CANADA INC., 10011711  
CANADA INC., 1592580 ONTARIO LIMITED, 955041 ALBERTA LTD., 4201531  
CANADA INC., 168886 CANADA INC., AND 3339611 CANADA INC.

**MOTION RECORD**

October 12, 2017

**LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP**

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Lawyers for the Middleby Corporation

TO: **SERVICE LIST**

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**ONTARIO  
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IN THE MATTER OF THE *COMPANIES' CREDITORS  
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# TAB 1

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
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IN THE MATTER OF THE *COMPANIES' CREDITORS*  
*ARRANGEMENT ACT*, R.S.C. 1985, c. C-26, AS AMENDED

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**NOTICE OF MOTION**

The Middleby Corporation will make a Motion before a Judge of the Ontario Superior Court of Justice (Commercial List) on a date to be set by a judge of the Commercial List at 330 University Avenue, Toronto, Ontario, M5G 1R7.

**PROPOSED METHOD OF HEARING:** The Motion is to be heard orally.

**THE MOTION IS FOR** an Order:

- (a) If necessary, abridging the time for service of this Notice of Motion and the Motion Record and dispensing with service on any person other than those served;
- (b) Directing pursuant to section 32(2) of the *Companies' Creditors Arrangement Act* ("CCAA"), that the September 27, 2017 disclaimer of a License Agreement between Sears Canada Inc. ("**Sears Canada**") and Viking Range Corporation ("**Viking**") dated December 19, 2002 ("**License Agreement**"), is set aside;

- (c) declaring the License Agreement not to be disclaimed or resiliated without further court order;
- (d) Directing Sears Canada to forthwith give the Middleby Corporation (“**Middleby**”) notice of the Asset Purchase Agreement dated September 29, 2017 among Sears Canada and Canadian Tire Corporation Limited (the “**CT Asset Purchase Agreement**”) and of all terms relating to, in accordance with the term of section 10.06(b) of the License Agreement (the “**ROFR**”);
- (e) Directing Sears Canada to provide Middleby 30 days from the notice in which to elect to purchase all right, title and interest in and to the Canadian Viking Trademark Assets (as defined below) on the same terms as the CT Asset Purchase Agreement and to comply with all other terms of the ROFR; and
- (f) Such further and other relief as to this Honourable Court may seem just.

**THE GROUNDS FOR THE MOTION ARE**

- (a) Middleby is a publicly traded company which is a manufacturer of commercial cooking equipment, industrial food processing equipment, and premium residential cooking appliances. headquartered in Elgin, Illinois;
- (b) Middleby acquired the Viking Range Corporation on May 1, 2013. Viking is a manufacturer of premium residential cooking ranges, ovens and kitchen appliances;
- (c) Viking and its affiliates own the trademark VIKING in the United States and over 60 other countries;

- (d) Sears Canada is the owner of the VIKING trademark in Canada as well as certain related trademark applications and registrations (collectively, the “**Canadian Viking Trademark Assets**”);
- (e) Since it does not own the Canadian Viking Trademark Assets, Viking sells and markets its products under the VIKING trademark in every country in which it sells such products except Canada, where its products are sold under the BRIGADE trademark;
- (f) On December 19, 2002 Sears Canada and Viking entered into the License Agreement, for an initial 5 year term, which was renewed once for a further 5 year term;
- (g) The License Agreement was terminated by Sears Canada, effective December 19, 2012;
- (h) Section 7.04 of the License Agreement provides that certain terms survive notwithstanding the termination. These include the ROFR and the confidentiality clause in section 10.04 (the “**Confidentiality Provision**”);
- (i) The consideration under the License Agreement was specifically negotiated to include the ROFR, which would survive notwithstanding the License Agreement’s termination, in recognition of Viking’s ongoing interest and need to ensure the Viking brand and goodwill related thereto is not destroyed or otherwise negatively impacted;

- (j) Sears Canada became subject to the CCAA pursuant to an initial order dated June 22, 2017;
- (k) On July 13, 2017 the Court approved a sale process (“**Sale Process**”) to be conducted by BMO Nesbitt Burns Inc., in its capacity as a sale advisor (“**BMO**”), and supervised by FTI Consulting Canada Inc., in its capacity as the court-appointed monitor of Sears Canada (“**Monitor**”) and a special committee of the board of directors of Sears Canada;
- (l) Paragraph 6(e) of the Sale Process required that for any data room in respect of an asset subject to a right of first refusal, a statement was to be included notifying the reader that such asset was subject to an agreement containing a right of first refusal, and that the beneficiary reserved all rights and remedies in respect of such agreement;
- (m) On July 18, 2017 BMO circulated a bid process letter, which made it clear to all bid participants that for any asset subject to an agreement containing restrictions in the nature of a right of first refusal, option to purchase or similar right, the beneficiary of such agreements reserved all rights and remedies in respect of such agreements;
- (n) On August 30, 2017 Middleby submitted a bid to BMO and the Monitor, offering to acquire the Canadian Viking Trademark Assets;
- (o) In its bid letter, Middleby affirmed that it reserved its rights under the ROFR provision and expected Sears Canada to honour the ROFR provision;

- (p) On September 12, 2017 Middleby submitted a revised bid letter to BMO and the Monitor, increasing its offer price for the Canadian Viking Trademark Assets, and reiterated that Middleby reserved its rights under the ROFR provision and expected Sears Canada to honour the ROFR provision;
- (q) Middleby further revised its bid on September 21, with a further increase in its offer price for the Canadian Viking Trademark Assets;
- (r) After the September 21 bid, BMO advised Middleby that its bid was not selected, and the Canadian Viking Trademark Assets would be sold to another party;
- (s) On September 29, 2017 Middleby received a letter from counsel to Sears Canada, enclosing a Notice to Disclaim or Resiliate an Agreement in respect of the License Agreement (“**Notice to Disclaim**”);
- (t) Pursuant to section 32(5) of the CCAA, the Notice to Disclaim is effective 30 days after the day on which Sears Canada gave its notice, or any later day fixed by the Court;
- (u) On September 29, 2017 Middleby received a copy of the Motion Record of Sears Canada, enclosing a redacted copy of the Asset Purchase Agreement dated September 29, 2017 among Sears Canada and Canadian Tire (the “**CT Asset Purchase Agreement**”), wherein Sears Canada agreed to sell the Canadian Viking Trademark Assets for an undisclosed amount. The Motion Record also contained a copy of the License Agreement, in contravention of its Confidentiality Provision;

- (v) On October 5, 2017 Middleby wrote to Sears Canada, BMO and the Monitor, informing them that the Notice to Disclaim had not yet become effective, and that as Sears Canada was still bound by the ROFR provisions it was required to provide an unredacted copy of the CT Asset Purchase Agreement to Middleby, and the option to elect to purchase all right, title and interest in and to the Canadian Viking Trademark Assets on the same terms as the CT Asset Purchase Agreement;
- (w) Upholding the ROFR will cause no prejudice to Sears Canada:
  - (i) if Middleby exercises the ROFR, Sears Canada will receive identical consideration on the same terms and price as the CT Asset Purchase Agreement;
  - (ii) if Middleby elects not to exercise the ROFR, Sears Canada will be able to complete the CT Asset Purchase Agreement;
  - (iii) Sears Canada will receive identical consideration under (i) or (ii), and it will not incur an additional claim from Middleby for the losses related to the disclaimer pursuant to Section 32(7) of the CCAA;
- (x) The CT Asset Purchase Agreement has already been entered into and the consideration therein has been agreed upon;
- (y) Disclaiming the ROFR will not result in any further advantage for Sears Canada, nor will it enhance the prospects of a viable compromise or arrangement being made in respect of Sears Canada;

- (z) Disclaiming the ROFR will cause prejudice to Sears Canada, since the disclaimer will give rise to a provable claim by Middleby pursuant to Section 32(7) of the CCAA;
- (aa) Middleby will experience significant hardship if the License Agreement (including the ROFR) is disclaimed;
  - (i) it will incur the expense of pursuing separate brand strategies between the Canadian market and all other international markets where it sells Viking products;
  - (ii) it will be unable to consolidate goodwill for its Viking products that it has incurred significant expense and investment building under a single trademark or group of related trademarks; and
  - (iii) it will be less able to effectively protect goodwill for its Viking products and Viking's reputation as a leading manufacturer of luxury residential cooking equipment, particularly if the Canadian Viking Trademark Assets are used in connection with discount or non-luxury products;
- (bb) The provisions of the CCAA, including sections 32(2), 32(4), 32(5) and 32(7);
- (cc) Rules 1.04, 1.05, 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure*; and
- (dd) Such further and other grounds as the lawyers may advise.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the Motion:



- (a) Affidavit of Timothy J. FitzGerald sworn October 11, 2017, and the Exhibits thereto;
- (b) Motion Record of the Applicants – Motion for Approval of Asset Purchase Agreement with Canadian Tire Corporation Limited dated September 29, 2017;
- (c) Third Report of the Monitor dated October 2, 2017; and
- (d) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

October 12, 2017

**LENCZNER SLAGHT ROYCE  
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Lawyers for the Middleby Corporation

TO: **SERVICE LIST**

IN THE MATTER OF THE COMPANIES'  
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.  
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-and-  
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COMPROMISE OR ARRANGEMENT OF SEARS  
CANADA INC., CORBEIL ELECTRIQUE INC.,  
S.L.H. TRANSPORT INC., THE CUT INC., SEARS  
CONTACT SERVICES INC., INITIUM LOGISTICS  
SERVICES INC. et al

Applicants

Court File No. CV-17-11846-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**NOTICE OF MOTION**

**LENCZNER SLAGHT ROYCE  
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Lawyers for the Middleby Corporation

# TAB 2

**ONTARIO  
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**AFFIDAVIT**

I, Timothy J. FitzGerald, of the City of Elgin, in the State of Illinois, MAKE OATH AND SAY:

1. I am the Chief Financial Officer of The Middleby Corporation (“**Middleby**”), and, as such, have knowledge of the matters contained in this affidavit. To the extent that I have obtained information from others, I state the source of that information and verily believe that information to be true.

**INTRODUCTION**

2. Middleby is a manufacturer of commercial cooking equipment, industrial food processing equipment, and premium residential cooking appliances. The company is headquartered in Elgin, Illinois and is publicly traded on the NASDAQ stock exchange under the symbol “MIDD”.

3. Middleby acquired the Viking Range Corporation (together with its affiliates “**Viking**”) on May 1, 2013. Viking is a manufacturer of premium residential cooking ranges, ovens and kitchen appliances. Viking and its affiliates own the trademark VIKING in the United States and over 60 other countries. A list of VIKING trademarks owned by Viking is attached hereto as Exhibit “A”.

4. Sears Canada Inc. (“**Sears Canada**”) is the owner of the VIKING trademark in Canada (Registration No. TMDA47453), which was registered on September 10, 1929, as well as certain related trademark applications and registrations (collectively, the “**Canadian Viking Trademark Assets**”).

5. Since it does not own the Canadian Viking Trademark Assets, Viking sells and markets its products under the VIKING trademark in every country in which it sells such products except Canada, where its products are sold under the BRIGADE trademark.

## **LICENSE AGREEMENT**

6. On December 19, 2002, Sears Canada and Viking entered into a license agreement (the “**License Agreement**”), wherein Viking was granted a license to use the VIKING trademark in Canada subject to certain conditions set out therein. A copy of the License Agreement is attached hereto as Exhibit “B”.

7. The License Agreement had an initial 5 year term, and was renewed for a further 5 year term. On July 21, 2011, Sears Canada notified Viking that it intended the License Agreement to terminate on December 19, 2012, being the end of the then-current term (the “**Termination Notice**”). The Termination Notice indicated that the basis of the termination was that Sears Canada wanted to renegotiate the license terms, and stated “We look forward to entering into discussions

with Viking in the coming months concerning the terms and conditions of a new License Agreement.” A copy of the Termination Notice is attached hereto as Exhibit “C”.

8. I am advised by Jane Moss, Vice President of Finance of Viking, and do verily believe that throughout 2012 Viking attempted to negotiate a new license agreement with Sears Canada. These attempts included sending an offer to Sears Canada in May 2012, which Sears Canada did not accept, and to which Sears Canada made no counter-proposal. Accordingly the License Agreement was terminated on December 19, 2012.

9. Even though the License Agreement was terminated Section 7.04 provides that certain terms of the License Agreement survive notwithstanding the termination. These include the right of first negotiation in Section 10.06(a), the right of first refusal in Section 10.06(b) (the “**ROFR**”) and the confidentiality clause in Section 10.04 (the “**Confidentiality Provision**”).

10. The ROFR provides that:

**Right of First Refusal**

1. Subject to the terms and conditions of this Section 10.06, Sears agrees to grant to Viking Range, and hereby grants to Viking Range, and Viking Range hereby accepts from Sears, a right of first refusal to purchase from Sears all right, title and interest in and to the relevant Trade-mark Assets (the “Right of First Refusal”) upon the same terms and conditions of any bona fide offer received by Sears from a third party other than an Affiliate in connection with a merger, reorganization or sale of substantially all of the assets of Sears.

2. If, during the Term, Sears receives a bona fide offer (an “Offer”) from a third party other than Affiliate in connection with a merger, reorganization or sale of substantially of the assets of Sears to purchase other otherwise acquire Trade-mark Assets, and Sears, in its sole discretion, determines its wishes to entertain such offer, than Sears shall promptly (but in no event more than thirty (30) days following Sears receipt of such Offer) give Viking Range Notice of such Offer and of all terms relating thereto and identify the relevant Trade-Mark Assets. Viking Range shall have thirty (30) days from the date Viking Range receives such Notice in which to elect to purchase all right, title and interest in and to the relevant Trade-mark Assets under the same terms as set forth in the Offer. In the

event Viking Range expressly declines or fails to exercise its Right of First Refusal to enter into such an agreement within the above-described thirty (30) day period, Sears will be free to enter into an agreement with the third party that submitted the Offer, provided such agreement contains no additional or different terms from those set forth in the Offer. If such agreement contains any additional or different terms from those set forth in the original Offer, Sears shall give Viking Range Notice of such additional or different terms and Viking Range shall have another thirty (30) days within which to elect to enter into an agreement with Sears under the terms set forth in such revised Offer.

11. As noted above, the ROFR in Section 10.06 is one of the surviving covenants which survives the termination of the License Agreement.

12. I am advised by Bryan Cipriano, Vice President of Sales of Middleby, and do verily believe that after Middleby acquired Viking, Middleby made several attempts to negotiate a new License Agreement with Sears Canada and its US affiliate. This included proposals by Middleby made in and around the spring of 2016 and followed up on in 2017. These negotiations were protracted due to a turnover of responsible executives at Sears Canada and its US affiliate.

13. The negotiations also led to an in-person meeting at an industry event in January 2017 between Sears Canada and Middleby wherein a sale of the VIKING trademark in Canada was discussed, but which never culminated into a binding agreement.

#### **VIKING TRADEMARK SALE PROCESS**

14. Sears Canada became subject to the *Companies' Creditors Arrangement Act* (“**CCAA**”) pursuant to an initial order dated June 22, 2017. On July 13, 2017, the Court approved a sale process to be conducted by BMO Nesbitt Burns Inc., in its capacity as a sale advisor (“**BMO**”), and supervised by FTI Consulting Canada Inc., in its capacity as the court-appointed monitor of Sears Canada (“**Monitor**”) and a special committee of the board of directors of Sears Canada. A

copy of the order (“**July 13 Order**”), and the Sale Process document attached as “Schedule A” thereto (“**Sale Process**”), is attached hereto as Exhibit “D”.

15. Paragraph 6(e) of the Sale Process required that for any data room in respect of an asset subject to a right of first refusal, a statement was to be included notifying the reader that such asset was subject to an agreement containing a right of first refusal, and that the beneficiary reserved all rights and remedies in respect of such agreement.

16. On July 18, 2017, Middleby received a bid process letter, a copy of which is attached hereto as Exhibit “E”. The bid process letter made it clear to all bid participants that rights of first refusal were being reserved:

BE ADVISED that if a Binding Bid is being submitted for one or more Assets or Leases that are subject to an agreement which may or may not contain restrictions in the nature of a right of first refusal, option to purchase or similar right, the beneficiary of such agreement(s) and the Company reserve all rights and remedies in respect of such agreement(s).

17. Middleby was immediately interested in being able to consolidate its global VIKING brand to include Canada, which is the largest market where Middleby does not own the VIKING trademark it uses worldwide.

18. Viking pioneered the development of professional grade cooking ranges for residential use in the 1980’s, ultimately becoming a leading manufacturer of luxury kitchen equipment. Viking secured the VIKING trademark and related trademarks in international markets to protect the brand name and reputation it has established.



19. By contrast, Sears Canada utilized the Canadian Viking Trademark Assets in connection with non-luxury kitchen appliances sold at a significantly lower price point than products manufactured by Viking.

20. I am advised by Martin M. Lindsay, Treasurer of Middleby, and do verily believe that on August 23, 2017, he and Middleby's external counsel participated in a discussion on the potential acquisition of the Canadian Viking Trademark Assets with Constance de Grosbois and Mark Caiger, representatives of BMO. During that discussion Middleby asserted that its ROFR rights remained in place, and that it expected Sears Canada to abide by the ROFR provisions. Counsel to Middleby also noted that by providing a copy of the License Agreement to third parties, Sears Canada was in breach of the Confidentiality Provision thereof.

21. On August 30, 2017, Middleby submitted a bid to BMO and the Monitor, offering to acquire the Canadian Viking Trademark ("**August 30 Bid**"). In its bid letter, Middleby reiterated that it reserved its rights under the ROFR provision and expected Sears Canada to honour the ROFR provision. A copy of Middleby's August 30 Bid letter, without exhibits and with the bid price redacted is attached as hereto as Exhibit "F". An unredacted version of Exhibit "F" will be filed separately with the Court.

22. I am advised by Martin M. Lindsay, Treasurer of Middleby, and do verily believe that shortly after the August 30 Bid was submitted, Mark Caiger of BMO called to advise that the Middleby bid was not competitive, and advised the process for Middleby to submit an amended bid should it choose to do so.

23. On September 12, 2017, Middleby submitted a revised bid letter to BMO and the Monitor, increasing its offer price for the Canadian Viking Trademark Assets ("**September 12 Bid**"). As

with the August 30 Bid, the September 12 Bid letter reiterated that Middleby reserved its rights under the ROFR provision and expected Sears Canada to honour the ROFR provision. A copy of Middleby's September 12 Bid letter, with the bid price redacted is attached as hereto as Exhibit "G". An unredacted version of Exhibit "G" will be filed separately with the Court.

24. I am advised by Martin M. Lindsay, Treasurer of Middleby, and do verily believe that shortly after the September 12 Bid was submitted, Mark Caiger of BMO called to advise that the revised Middleby bid was still not competitive, and advised the process for Middleby to submit a further amended bid.

25. On September 21, 2017, Middleby sent a revised asset purchase agreement to BMO, containing a further increase in its offer price for the Canadian Viking Trademark Assets ("**September 21 Bid**"). A redacted copy of the cover email for Middleby's September 21 Bid is attached as hereto as Exhibit "H". An unredacted version of Exhibit "H" will be filed separately with the Court.

26. I am advised by Martin M. Lindsay, Treasurer of Middleby, and do verily believe that shortly after the September 21 Bid was submitted, Mark Caiger of BMO called to advise that Middleby's bid was not selected, and the Canadian Viking Trademark Assets would be sold to another party. When asked for further information, Mark Caiger advised that Middleby should wait until public filings were made to obtain further information.

27. On September 29, 2017 Middleby received a letter from counsel to Sears Canada, enclosing a Notice to Disclaim or Resiliate an Agreement in respect of the License Agreement ("**Notice to Disclaim**"). A copy of the Notice to Disclaim is attached as hereto as Exhibit "I".

28. On September 29, 2017, Middleby received a copy of the Motion Record of Sears Canada, enclosing a redacted copy of the Asset Purchase Agreement dated September 29, 2017 among Sears Canada and Canadian Tire Corporation, Limited (the “**CT Asset Purchase Agreement**”), whereby Sears Canada agreed, subject to the terms and conditions therein, to sell the Canadian Viking Trademark Assets for an undisclosed amount. The Motion Record also contained a copy of the License Agreement, in contravention of the Confidentiality Provision. A copy of the CT Asset Purchase Agreement, as redacted in the Motion Record, is attached as hereto as Exhibit “J”.

29. Notwithstanding the ROFR, at no time prior to the service of the Motion Record was Middleby made aware of the CT Asset Purchase Agreement. Other than the Motion Record, Middleby has not been provided notice of the offer nor has it been provided with all relevant terms, nor has it been given the option to elect to purchase all right, title and interest in and to Canadian Viking Trademark Assets as required under the License Agreement.

30. As a result, Middleby sent Sears Canada, BMO and the Monitor a letter on October 5, 2017 informing them that the Notice to Disclaim had not yet become effective, and that as Sears Canada was still bound by the ROFR provisions it was required to provide an unredacted copy of the CT Asset Purchase Agreement to Middleby. A copy of the October 5, 2017 letter is attached as hereto as Exhibit “K”.

31. As of the date of the swearing of this affidavit, Middleby has not been provided with all of the terms of the Canadian Tire offer, including the purchase price, nor has it been given the option to elect to purchase all right, title and interest in the Canadian Viking Trademark Assets.

32. Middleby will experience significant hardship if the License Agreement (including the ROFR) is disclaimed. The ROFR was obtained through commercial negotiations, and Viking paid

Sears Canada in excess of \$1,000,000 in fees over 10 years under the License Agreement. The consideration under the License Agreement was specifically negotiated to include the ROFR, which would survive notwithstanding the License Agreement's termination, in recognition of Viking's ongoing interest and need to ensure the Viking brand and goodwill related thereto is not destroyed or otherwise negatively impacted.

33. The ROFR provides Middleby with the unique opportunity to consolidate its international ownership of the VIKING trademark. If the ROFR is disclaimed, Middleby will incur the following hardships (1) it will incur the expenses of pursuing separate brand strategies between the Canadian market and all other international markets; (2) it will be unable to consolidate goodwill for its Viking products that it has incurred significant expense and investment building under a single trademark or group of related trademarks; (3) and it will be less able to effectively protect goodwill for its Viking products and Viking's reputation as a leading manufacturer of luxury residential cooking equipment, particularly if the Canadian Viking Trademark Assets are used in connection with discount or non-luxury products.

34. If the ROFR is disclaimed, Middleby intends to claim these losses against Sears Canada pursuant to section 32(7) of the CCAA.

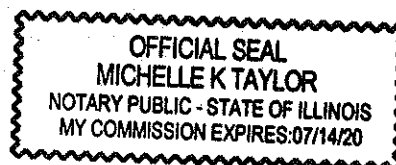
SWORN BEFORE ME at the City of Elgin,  
in the State of Illinois on October 11, 2017

Commissioner for Taking Affidavits  
(or as may be)

(Signature of deponent)

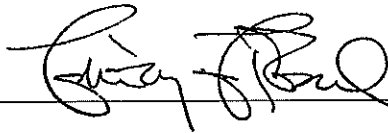
State of Illinois County of DuPage  
On this 11th day of October 2017,  
Timothy Fitzgerald  
personally appeared before me, and proved to me through  
satisfactory evidence of identification, which were IC  
to be the person whose name is signed on the preceding or  
attached document in my presence.

MICHELLE K TAYLOR, Notary Public  
My Commission Expires July 14, 2020



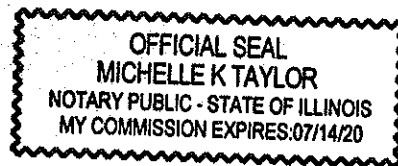
# TAB A

This is Exhibit "A" referred to in the Affidavit of Timothy J. FitzGerald, sworn before me this day of October, 2017.



State of Illinois County of DuPage  
On this 11th day of October 2017,  
Timothy FitzGerald  
personally appeared before me, and proved to me through  
satisfactory evidence of identification, which were DL,  
to be the person whose name is signed on the preceding or  
attached document in my presence.

  
MICHELLE K TAYLOR, Notary Public  
My Commission Expires July 14, 2020



## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-49	VIKING	US	(11) Gas Ranges	Registered	Renewal 4/21/2027	73/614,351 <b>1,437,211</b>	8/12/1986 4/21/1987	Open
16005-54	VIKING	US	(11) Gas and electric range exhaust hoods.	Registered	Renewal 11/14/2019	73/790,543 <b>1,565,774</b>	4/3/1989 11/14/1989	Open
16005-56	VIKING	US	(11) Gas cooking appliances, namely ranges, ovens and cooktops for commercial or domestic use.	Registered	Renewal 5/29/2020	73/835,009 <b>1,598,452</b>	10/30/1989 5/29/1990	Open
16005-50	VIKING	US	(11) Electric cooking appliances; namely, ranges, ovens and cooktops.	Registered	Renewal 10/12/2023	74/281,330 <b>1,798,615</b>	6/4/1992 10/12/1993	Open
16005-51	VIKING	US	(07) Kitchen clean-up appliances; namely, dishwashers.	Registered	Renewal 11/16/2023	74/801,390 <b>1,805,114</b>	6/4/1992 11/16/1993	Open
16005-52	VIKING	US	(07) Kitchen clean-up appliances, namely, compactors [and food waste disposers].	Registered	Renewal 3/28/2025	74/524,731 <b>1,885,831</b>	5/16/1994 3/28/1995	Open
16005-53	VIKING	US	(11) Refrigerators.	Registered	Renewal 10/13/2018	75/139,648 <b>2,196,291</b>	7/25/1996 10/13/1998	Open
16005-55	VIKING	US	(11) Electric and gas outdoor cooking grills.	Registered	Renewal 10/13/2018	75/214,926 <b>2,196,439</b>	12/18/1996 10/13/1998	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-59	VIKING	US	(35) Retail store services in the field of cooking appliances and accessories (41) Educational and entertainment services, namely, conducting a cooking school and providing cooking classes and demonstrations	Registered	Renewal 10/30/2017	78/760,316 <b>3,326,880</b>	11/23/2005 10/30/2007	Open
16005-60	VIKING	US	(11) Electric cookware, namely, freezers and microwave ovens. (21) Non-electric cookware, namely, broilers, griddles and deep fryers.	Registered	Renewal 7/14/2019	77/231,368 <b>3,655,276</b>	7/17/2007 7/14/2009	Open
16005-63	MY VIKING KITCHEN	US	(35) Providing a website at which customers can manage account information related to kitchen and cooking appliances and products; providing a website featuring consumer information in the field of kitchen and cooking products.	Registered	Renewal 8/17/2020	77/760,733 <b>3,836,066</b>	6/16/2009 8/17/2010	Open
16005-61	VIKING	US	(41) Entertainment services, namely, wine and food tastings.	Registered	US-Section 8 & 15 Affidavit (6th Year) 5/7/2019	85/474,253 <b>4,330,241</b>	11/16/2011 5/7/2013	Open
16005-64	3 SERIES	US	(07) Dishwashers. (11) Cooking ranges; apparatus for cooking, namely, cooktops; cooking ovens; microwave ovens; microwave range hoods; range hoods; refrigerators; warming drawers.	Registered	US-Section 8 & 15 Affidavit (6th Year) 3/22/2022	86/011,190 <b>4,923,164</b>	7/16/2013 3/22/2016	Open



## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-47	7 SERIES	US	(11) Cooking ranges; apparatus for cooking, namely, range tops; cooking ovens.	Registered	US-Section 8 & 15 Affidavit (6th Year) 3/22/2022	86/015,332 <b>4,923,165</b>	7/19/2013 3/22/2016	Open
16005-48	5 SERIES	US	(11) Cooking ranges; apparatus for cooking, namely, cooktops and range tops; cooking ovens; downdraft ventilation systems comprised of exhaust fans that extract steam and odors; range hoods; refrigerators; warming drawers; appliances for domestic use, namely, ice machines; outdoor gas grills.	Registered	US-Section 8 & 15 Affidavit (6th Year) 3/22/2022	86/015,338 <b>4,923,166</b>	7/19/2013 3/22/2016	Open
16005-309	VIKING	Argentina	(07) Cleaning and washing apparatus for kitchens including dishwashers, garbage (waste) Disposals or kitchens and waste compacting machines.	Registered	IN-Renewal Affidavit Due 10/25/2020	2746213 <b>2403071</b>	3/25/1996 5/19/1997	Open
16005-310	VIKING	Argentina	(11) Electric and gas ovens, cookers, cooking rings, burners, cooker hoods, extractor hoods for Kitchens, and kitchen accessories; refrigerating appliances and installations, especially Refrigerators and freezers.	Registered	IN-Renewal Affidavit Due 2/4/2018	2746214 <b>2212902</b>	3/25/1996 5/19/1997	Open
16005-312	VIKING	Australia	(07) Kitchen garbage disposal units; dishwashers, (11) Gas and electric ovens, ranges, cooktops, cooking exhaust hoods; refrigeration appliances and equipment	Registered	Renewal 12/1/2025	679713 <b>679713</b>	12/1/1995 12/7/1998	Open



## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-313	VIKING	Austria	(07) Kitchen clean-up appliances, namely dishwashers, compactors, and food waste disposers; (11) Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; electric and gas cooking appliances, namely ranges, ovens and cooktops; and refrigerators	Registered	Renewal 5/31/2021	AM390/2001 <b>195795</b>	1/18/2001 5/3/2001	Open
16005-314	VIKING	Austria	(07) Washing machines, electrical dryers, dishwashers, electric carving knives, electric food processors, mixers (machines); (11) Toasters, electric ovens, microwave appliances, refrigerators, freezers, coffee makers,, electric clothes dryers	Registered	Renewal 7/9/2021	766138 (IR) <b>766138 (IR)</b>	7/9/2001 7/9/2001	Open


## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-318	VIKING	Benelux	(07) Machines to wash the dishes; machines washing; washing apparatus; cleaning machines; grinders for household and kitchen garbage; for household and kitchen trash compactors; parts and accessories for the aforesaid goods included in this class; (11) Ovens and furnaces (with the exception of those for experiments), stoves, apparatus and installations for cooking, rotisseries, stoves, electric pressure cookers, electric cooking utensils, stoves, range ventilation hoods; parts and accessories for the aforesaid goods included in this class.	Registered	Trademark Renewal 9/12/2025	855419 <b>580422</b>	9/12/1995 8/1/1996	Open


## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-317	VIKING	Benelux	(07) Washing machines, electrical dryers, dishwashers, electric carving knives, electric food processors, mixers (machines); (11) Toasters, electric ovens, microwave appliances, refrigerators, freezers, coffee makers,, electric clothes dryers	Registered	Trademark Renewal 7/9/2021	766138 (IR) <b>766138 (IR)</b>	7/9/2001 7/9/2001	Open
16005-321	VIKING	Brazil	(09) Electric and gas ovens, furnaces, stoves, its parts and accessories; hoods for kitchen, appliances for ventilation; dish washers, trash compactors, shredders for use in the kitchen and its parts and accessories; refrigeration appliances and equipments, electric grills and Gas for use outdoors.	Registered	Trademark Renewal 9/21/2019	819945250 <b>819945250</b>	6/13/1997 9/21/1999	Open
16005-319	VIKING	Brazil	(21) Non-electric devices for dish washing and its part and accessories.	Registered	Trademark Renewal 9/24/2022	820804932 <b>200028669</b>	6/3/1998 9/24/2002	Open
16005-320	VIKING	Brazil	(11) Cookers, stoves and gas grills (not electric), its parts and accessories included in this class.	Registered	Trademark Renewal 9/24/2022	820804932 <b>820804932</b>	6/3/1998 9/24/2002	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-327	ULTRALINE	Canada	Kitchen appliances namely ranges, ovens and accessories therefor, namely, backguards, shelves, range trim, range curb bases, broiler pans, wok rings, side boards, hood duct covers and backsplash guards.	Registered	Trademark Renewal 1/22/2023	685939 <b>TMA407188</b>	7/16/1991 1/22/1993	Open
16005-328	ULTRALINE PROFESSIONAL & DESIGN 	Canada	<b>(1)</b> Gas ranges, gas cooktops, gas ovens, range hoods and accessories therefor, namely, backguards, shelves, range trim, range curb bases, broiler pans, wok rings, side boards, hood duct covers and backsplash guards. <b>(2)</b> Dishwashers, refrigerators, microwave ovens, electric ranges, electric cooktops, electric ovens, and accessories therefor, namely, backguards, shelves, range trim, range curb bases, broiler pans, wok rings, side boards, hood duct covers and backsplash guards.	Registered	Trademark Renewal 10/22/2023	698236 <b>TMA418571</b>	2/4/1992 10/22/1993	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-326	TONIGHT'S MENU "INTELLIGENT OVENS" (and design) 	Canada	Computer software, namely control systems for combination heating and refrigerating food; combination heating and refrigerating device for food which may be remotely controlled.	Registered	Trademark Renewal 8/30/2021	1135948 <b>TMA671675</b>	3/26/2002 8/30/2006	Open

## Viking Range, LLC



BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-322	BRIGADE	Canada	(1) Cooktops; dishwashers; downdraft ventilation systems; freezers; grills, namely barbecue grills, cooking grills, gas grills and electric grills; microwave ovens; conventional ovens; range exhaust hoods; ranges; rangetops; refrigeration appliances, namely, freezers, refrigerators, ice makers and wine cellars; ventilation appliances, namely range ventilation Hoods, cooktop ventilation hoods, rangetop ventilation hoods, custom ventilator systems, rangetop downdrafts, cooktop downdrafts, duct covers and duct cover extensions; ventilation blowers; ventilation hoods; warming drawers; wine cellars.	Registered	Trademark Renewal 8/7/2030	1604564 <b>TMA910549</b>	11/30/2012 8/7/2015	Open



## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-323	BRIGADE	Canada	(1) Ice making machines; kitchen exhausters, namely range ventilation hoods, cooktop ventilation hoods, rangetop ventilation hoods, custom ventilator systems, rangetop downdrafts, cooktop downdrafts, duct covers and duct cover extensions; dishwashers.	Registered	Trademark Renewal 8/7/2030	1604569 <b>TMA910550</b>	11/30/2012 8/7/2015	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-324	BRIGADE & DESIGN 	Canada	(1) Cooktops; dishwashers; downdraft ventilation systems; freezers; grills, namely barbecue grills, cooking grills, gas grills and electric grills; microwave ovens; conventional ovens; range exhaust hoods; ranges; rangetops; refrigeration appliances, namely, freezers, refrigerators, ice makers and wine cellars; ventilation appliances, namely range ventilation hoods, cooktop ventilation hoods, rangetop ventilation hoods, custom ventilator systems, rangetop downdrafts, cooktop downdrafts, duct covers and duct cover extensions; ventilation blowers; ventilation hoods; warming drawers; wine cellars.	Registered	Trademark Renewal 8/7/2030	1604570 <b>TMA910551</b>	11/30/2012 8/7/2015	Open
16005-325	BRIGADE & DESIGN 	Canada		Registered	Trademark Renewal 8/13/2030	1604571 <b>TMA911080</b>	11/30/2012 8/13/2015	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-331	VIKING	Chile	<b>(11)</b> Electric and gas ovens, kitchens, kitchenettes, desktops, dishwashers, garbage appliances, accessories related with cooking, cleaning and food waste.	Registered	Trademark Renewal 7/16/2026	736799 <b>1210036</b>	7/10/1995 7/16/1996	Open
16005-330	VIKING	Chile	<b>(11)</b> Refrigeration appliances and equipment.	Registered	Follow Up 1/15/2018	762018 <b>788610</b>	3/8/1996 1/30/1997	Open
16005-329	VIKING	Chile	<b>(07)</b> Kitchen clean-up appliances, namely dishwashers, compacters, and food waste disposers.	Registered	Trademark Renewal 8/20/2022	563150 <b>987981</b>	3/20/2002 8/20/2002	Open
16005-342	VIKING	China P.R.	<b>(07)</b> Electric cleaning machines for household purpose; compacting machines; waste disposers for foods.	Registered	Trademark Renewal 2/6/2024	3083323 <b>3083323</b>	1/29/2002 2/7/2004	Open
16005-341	VIKING	China P.R.	<b>(11)</b> Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; electric and gas cooking appliances, namely ranges, ovens and cooktops; and refrigerators.	Registered	Trademark Renewal 1/20/2018	4572567 <b>4572567</b>	3/30/2005 1/21/2008	Open
16005-332	VIKING	China P.R.	<b>(11)</b> Charcoal grills; gas grills; freezers; electric toasters; microwave ovens.	Registered	Trademark Renewal 3/27/2023	10453901 <b>10453901</b>	2/1/2012 3/28/2013	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-333	VIKING in Chinese characters 伟精	China P.R.	(41) Education and entertainment services; conducting a cooking school; providing cooking classes and demonstration; training regarding wine and food tastings.	Registered	Trademark Renewal 3/27/2023	10453903 <b>10453903</b>	2/1/2012 3/28/2013	Open
16005-334	VIKING in Chinese characters 伟精	China P.R.	(21) Broilers; griddles and deep fryers; pots and pans; grills; spoons for mixing, serving and basting (kitchen utensils); pots and pan scrapers (kitchen utensils); spatulas; turners (kitchen utensils); whisks; sieves (kitchen utensils); strainers; chopping blocks; and graters (kitchen utensils).	Registered	Trademark Renewal 3/27/2023	10453905 <b>10453905</b>	2/1/2012 3/28/2013	Open
16005-335	VIKING in Chinese characters 伟精	China P.R.	(20) Furniture.	Registered	Trademark Renewal 3/27/2023	10453906 <b>10453906</b>	2/1/2012 3/28/2013	Open
16005-336	VIKING in Chinese characters 伟精	China P.R.	(11) Charcoal grills; gas grills; freezers; electric toasters; microwave ovens.	Registered	Trademark Renewal 3/27/2023	10453907 <b>10453907</b>	2/1/2012 3/28/2013	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-337	VIKING in Chinese characters 伟精	China P.R.	<b>(07)</b> Dishwashers; kitchen electrical apparatus; electric food processors; blenders; electric mixers.	Registered	Trademark Renewal 3/27/2023	10453909 <b>10453909</b>	2/1/2012 3/28/2013	Open
16005-338	VIKING	China P.R.	<b>(41)</b> Education and entertainment services; conducting a cooking school; providing cooking classes and demonstration; training regarding wine and food tastings.	Registered	Trademark Renewal 3/20/2026	10453897 <b>10453897</b>	2/1/2012 3/21/2016	Open
16005-339	VIKING in Chinese characters 伟精	China P.R.	<b>(35)</b> Promotion of sales (for others); demonstration of goods; presentation of goods on communication media and Internet for retail purposes; advertising by mail order; providing business information.	Registered	Trademark Renewal 4/20/2023	10453904 <b>10453904</b>	2/1/2012 4/21/2013	Open
16005-340	VIKING in Chinese characters 伟精	China P.R.	<b>(08)</b> Tableware (knives, forks and spoons); sterling silver knives, forks and spoons; knives; hand operated slicers (hand tools); pizza cutters (non-electrical); non-electric cheese slicers; nonelectric pasta makers and non-electric can openers.	Registered	Trademark Renewal 5/6/2023	10453908 <b>10453908</b>	2/1/2012 5/7/2013	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-343	VIKING	Colombia	(11) Electric and gas outdoor kitchen grills; electric and gas kitchen exhaust hoods; electric and gas cookware; mainly: kitchens, ovens and stove covers; and refrigerators.	Registered	Trademark Renewal 10/7/2025	4020867 <b>306662</b>	3/8/2004 10/7/2005	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-359	VIKING	Community Trademark	<p><b>(07)</b> Small kitchen appliances, namely electric knives, can openers, pasta makers, food processors, blenders, mixers, food grinders and electric slicers, all the aforementioned cutting appliances and equipment being for domestic use only;</p> <p><b>(08)</b> Tableware, namely sterling silver knives, forks, and spoons; culinary hand tools and instruments, namely knives and other food cutting and slicing implements; non-electric pasta makers, can openers, all the aforementioned cutting appliances and equipment being for domestic use only;</p> <p><b>(09)</b> Measuring instruments for use in the kitchen, namely measuring spoons and measuring cups; egg timers; candy and meat thermometers;</p> <p><b>(11)</b> Small electrical kitchen appliances, namely waffle irons, toasters, electric woks, steamers, bread-making machines and electric fryers;</p> <p><b>(21)</b> Household utensils and accessories for cooking, cleaning and preparing food, namely pots and pans, grills, spoons for mixing, serving</p>	Registered	Trademark Renewal 3/30/2019	1122266 <b>1122266</b>	3/30/1999 7/12/2000	Open

October 11, 2017

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-360	VIKING	Community Trademark	<p><b>(07)</b> Dishwashers; garbage disposals, food waste disposers and trash compactors for kitchen use; clothes washing machines, spin and tumble dryers; ironing machines and presses; parts, fittings and accessories for all the aforesaid goods;</p> <p><b>(11)</b> Gas and electric ovens, cookers, stoves, ranges, and cook tops for commercial or domestic use and exhaust hoods therefor; refrigerators and freezers for commercial or domestic use; cooking grills; clothes and laundry dryers; parts, fittings and accessories for all the aforesaid goods;</p> <p><b>(37)</b> Provision of technical assistance; repair, maintenance and/or installation services; information, consultancy and advisory services in relation to all the aforesaid services; none of the aforesaid services in connection with any kind of safety and life-saving equipment for the maritime industry, thermal protective aids and fire fighter protective equipment.</p>	Registered	Trademark Renewal 3/23/2021	9835381 <b>9835381</b>	3/23/2011 11/11/2011	Open

October 11, 2017



## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-344	VIKING	Costa Rica	<b>(07)</b> Kitchen cleaning devices, especially dishwashers, compactors, apparatus for food waste disposal.	Registered	Trademark Renewal 3/7/2023	2000-008667 <b>137839</b>	11/10/2000 3/7/2003	Open
16005-345	VIKING	Costa Rica	<b>(11)</b> Gas and electric cookers for outdoor cooking, smoke extractors for electric and gas cookers, electric and gas cookers, especially kitchens, ovens and hobs, refrigerators.	Registered	Trademark Renewal 10/4/2021	2000-008666 <b>128938</b>	11/10/2000 10/4/2001	Open
16005-346	VIKING	Croatia	<b>(07)</b> Kitchen clean-up appliances, namely, dishwashers, compactors, and food waste disposers; <b>(11)</b> Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; electric and gas cooking appliances, namely, ranges, ovens, and cooktops, and refrigerators.	Registered	Trademark Renewal 2/2/2021	Z20010136A <b>Z20010136</b>	2/2/2001 10/22/2001	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-347	VIKING	Czech Republic	<p><b>(07)</b> Kitchen cleaning appliances and devices, especially dishwashers, presses, machines for separating foodstuff waste.</p> <p><b>(11)</b> Electric and gas outdoor kitchen grills, range hoods for electric and gas cookers, electric and gas boiling appliances and equipment, especially cookers, ovens and upper cook stoves, refrigerators.</p>	Registered	Trademark Renewal 2/2/2021	163916 <b>249028</b>	2/2/2001 11/25/2002	Open
16005-348	VIKING	Denmark	<p><b>(07)</b> Kitchen machines and apparatus for cleaning and clearing, namely dish washers, machines for compaction of garbage and garbage disposers for foodstuffs.</p> <p><b>(11)</b> Electric barbecue apparatus and gas barbecue apparatus for outdoor use; electric range hoods and gas range hoods; electric apparatus and gas apparatus for cooking, namely stoves, ovens and cooktops.</p>	Registered	Trademark Renewal 4/24/2021	VA2001 00068 <b>VR2001 01791</b>	1/8/2001 4/24/2001	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-349	VIKING	Dominican Republic	<b>(09)</b> Gas and electric stoves, ovens, dishwashers, garbage drains, garbage compactors, refrigeration appliances and accessories for the same.	Dispatched	Follow Up 10/16/2017	94151 <b>94151</b>	10/16/1997 12/15/1997	Open
16005-350	VIKING	Dominican Republic	<b>(11)</b> Portable gas stoves, ovens, exhaust bells and ventilation.	Registered	Trademark Renewal 2/15/2018	95232 <b>95232</b>	12/10/1997 2/15/1998	Open
16005-351	VIKING	Dominican Republic	<b>(07)</b> Elevators, winches <b>(11)</b> Heaters, ventilation appliances.	Registered	Trademark Renewal 10/15/2018	101479 <b>101479</b>	8/28/1998 10/15/1998	Open
16005-352	VIKING	Ecuador	<b>(07)</b> Cleaning appliances for the kitchen, as dish washer, compactors, food waste processors. (except for engines other than land vehicles), couplings and transmission systems (other than for land vehicles), non-hand operated agricultural implements, egg-incubators; and in general all products in international class 07.	Registered	Trademark Renewal 3/8/2024	136821 <b>28888-2004</b>	8/29/2003 3/8/2004	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-353	VIKING	Ecuador	<b>(11)</b> Electric or gas grill; Electric or gas extractors; Electric or gas cooking appliances, such as cookers, ovens and kitchen panels; and refrigerators. Especially lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water distribution and sanitary equipment; and in general all products in international class # 11.	Registered	Trademark Renewal 3/8/2024	136820 <b>28887-2004</b>	8/29/2003 3/8/2004	Open
16005-354	VIKING	Egypt	<b>(07)</b> Kitchen clean-up appliances, namely dishwashers, compactors, and food waste disposers.	Registered	Trademark Renewal 3/15/2022	149627 <b>149627</b>	3/16/2002 3/21/2007	Open
16005-356	VIKING	El Salvador	<b>(07)</b> Cleaning appliances for the kitchen, in particular, washing machines, compactors, food destroyers machines.	Registered	Trademark Renewal 9/16/2024	E-22207-2002 <b>00159 00186</b>	2/12/2002	Open
16005-357	VIKING	El Salvador	<b>(11)</b> Outdoor grill, kitchen gas extractors, cooking appliances, in particular, kitchens, ovens and worktops; refrigerators.	Registered	Trademark Renewal 9/16/2024	E-22208-2002 <b>00160 00186</b>	2/12/2002	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-358	VIKING	Estonia	(07) Kitchen clean-up appliances, namely dishwashers, compactors, and food waste disposers; (11) Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; electric and gas cooking appliances, namely ranges, ovens and cooktops; and refrigerators.	Registered	Trademark Renewal 7/29/2022	EE M200100223 <b>36533</b>	2/1/2001	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-361	VIKING	France	(07) Apparatus and electric kitchen utensils, cleaning and destruction food; dishwashers, apparatus and utensils cleaning being all intended for use of kitchen; dishwashing machines; crushing machines for disposals for the kitchen; (11) Gas ovens and electric (except furnaces for experiments); cookers, cooker hoods, hoods evacuation for the kitchen; (21) Apparatus and utensils not electric for the kitchen (neither of precious metal, neither plated), cleaning and elimination food, collectors disposals namely; dust bins for domestic use, baskets for domestic use not of precious metal, trash compacting machines food of kitchen	Registered	Re-validate registration in French Polynesia 9/1/2023	95588174 <b>95588174</b>	9/15/1995	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-363	VIKING	Germany	(07) Washing machines, electrical dryers, dishwashers, electric carving knives, electric food processors, mixers (machines); (11) Electrical ovens, microwave ovens, refrigerators, freezers, coffee machines,	Registered	Trademark Renewal 10/31/2021	B93991 <b>2030116</b>	10/18/1991	Open
16005-365	VIKING	Germany	(11) Electrical tanning apparatus; in particular UVA tubes for tanning combined apparatus for tanning; apparatus for tanning certain parts of the body; electrical dryer, in particular hair dryer.	Registered	Trademark Renewal 8/31/2023	B99259 11WZ <b>2100451</b>	8/11/1993	Open
16005-364	VIKING	Germany	(11) Sanitary facilities (21) Garbage or trash cans.	Registered	Trademark Renewal 9/30/2025	39537377.8 <b>39537377</b>	9/12/1995	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-362	VIKING	Germany	<p><b>(07)</b> Kitchen clean-up appliances, namely, dishwashers compactors and food waste disposers; small kitchen appliances, namely, electric knives, electric can openers, electric pasta makers, electric food processors, blenders, electric mixers, electric food grinders and electric slicers</p> <p><b>(08)</b> Tableware, namely, sterling silver knives, forks and spoons; culinary hand tools and instruments, namely, knives, hand operated slicers, pizza cutters, cheese slicers, non-electric pasta makers and non-electric can openers;</p> <p><b>(09)</b> Measuring instruments for use in the kitchen, namely, measuring spoons and measuring cups; egg timers; candy and meat thermometers;</p> <p><b>(11)</b> Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; electric and gas cooking appliances, namely, ranges, ovens and cooktops; refrigerators; small electrical kitchen appliances, namely, waffle irons, toasters, electric woks, steamers, bread making machines and electric fryers;</p>	Registered	Trademark Renewal 1/31/2022	30200913.2/11 <b>30200913</b>	1/2/2002	Open

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## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-434	VIKING	Great Britain	<b>(11)</b> Apparatus for cooking; ovens, cookers, gas and electric stoves, ranges and cooktops; all being cooking appliances; parts and fittings for all the aforesaid goods; all included in Class 11.	Registered	Trademark Renewal 3/24/2020	1530694 <b>1530694</b>	3/24/1993 6/10/1994	Open
16005-435	VIKING	Great Britain	<b>(07)</b> Kitchen cleaning machines, but not including vacuum cleaning machines, floor cleaning machines, washing machines and dishwashers and similar goods to washing machines and dishwashers; garbage disposals and trash compactors for kitchen use; parts and fittings therefor; <b>(11)</b> Refrigerating, heating and cooking installations and apparatus; parts and fittings therefor.	Registered	Trademark Renewal 3/1/2026	2058646 <b>2058646</b>	3/1/1996 2/26/1999	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-366	VIKING	Greece	(07) Kitchen clean-up appliances, namely, dishwashers, compactors, and food waste disposers; (11) Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; electric and gas cook appliances, namely ranges, ovens and cooktops; and refrigerators.	Registered	Trademark Renewal 4/2/2021	146270 <b>146270</b>	4/2/2001 4/2/2001	Open
16005-367	VIKING	Guatemala	(11) Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; electric and gas cook appliances, namely ranges, ovens and cooktops; and refrigerators.	Registered	Trademark Renewal 7/25/2021	20001-1507 <b>111887</b>	3/7/2001 7/26/2001	Open
16005-368	VIKING	Guatemala	(07) Kitchen clean-up appliances, namely, dishwashers, compactors and food waste disposers.	Registered	Trademark Renewal 1/16/2020	20001-1506 <b>167284</b>	3/7/2001 1/17/2010	Open
16005-746	VIKING	Guatemala	(09) Automatic fire sprinkling systems and replacement parts therefor.	Registered	Trademark Renewal 6/03/2024	1993-003018 <b>130085</b>	5/17/1993 6/4/2004	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-369	VIKING	Hong Kong	<b>(11)</b> Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; electric and gas cook appliances, ranges, ovens and inset cooking tops; and refrigerators; all included in Class 11.	Registered	Trademark Renewal 4/3/2023	07206/2002 <b>300123191</b>	5/18/2002 4/3/2003	Open
16005-370	VIKING	Hong Kong	<b>(07)</b> Kitchen clean-up appliances, namely, dishwashers, compactors and food waste disposers.	Registered	Trademark Renewal 5/18/2019	07205/2002 03284/2004	5/18/2002 3/10/2004	Open
16005-371	VIKING	Hungary	<b>(07)</b> Kitchen cleaning installations, including dishwashers, waste compacting machines and kitchen waste disintegrators and accessories. <b>(11)</b> Open-air electric and gas roasts, electric and gas-oven extractor hoods, electric and gas cooking utensils, kitchen ranges, cooking rings and refrigerators.	Registered	Trademark Renewal 2/1/2021	M0100648 <b>174516</b>	2/1/2001 3/4/2003	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-372	VIKING	Iceland	(07) Kitchen clean-up appliances, namely dishwashers, compactors, and food waste disposers; (11) Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; electric and gas cooking appliances, namely ranges, ovens and cooktops; and refrigerators.	Registered	Trademark Renewal 5/3/2021	400/2001 <b>506/2001</b>	2/2/2001 5/3/2001	Open
16005-374	VIKING	Indonesia	(07) Kitchen clean-up appliances, namely dishwashers, compactors and food waste disposers; small kitchen appliances, namely electric knives, electric can openers, electric pasta makers, electric food processors, blenders for household purposes, electric mixers, electric food grinders, and electric slicers.	Registered	Trademark Renewal 9/5/2022	D00-02-20188 <b>1DM000374426</b>	9/5/2002 10/9/2003	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-375	VIKING	Indonesia	(11) Installation for lighting, heating apparatus, stem generating, cooking apparatus, refrigerating apparatus, drying apparatus, ventilator, water supply & sanitary purposes, automatic water spray apparatus and parts thereof, water spraying apparatus in fire emergency and first aid and parts thereof, fire extinguishing apparatus and parts thereof, valves of spraying apparatus to regulate water stream detection warning meters and flow supervision.	Registered	Trademark Renewal 2/19/2024	D00-2004-04007-04046 <b>IDM000049369</b>	2/19/2004 9/8/2005	Open
16005-376	VIKING	International	(07) Washing machines, electrical dryers, dishwashers, electric carving knives, electric food processors, mixers (machines); (11) Toasters, electric ovens, microwave appliances, refrigerators, freezers, coffee makers, electric clothes dryers.	Registered	Trademark Renewal 7/9/2021	766138 (IR) <b>766138 (IR)</b>	7/9/2001 7/9/2001	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-377	VIKING	Ireland	<b>(07)</b> Domestic cleaning appliances included in class 7; dishwashers; compactors and appliances for use in waste and food disposal, all being for kitchen purposes and all being goods included in Class 7.	Registered	Trademark Renewal 8/17/2022	5696/95 <b>174457</b>	8/18/1995 8/18/1995	Open
16005-378	VIKING	Ireland	<b>(11)</b> Refrigeration appliances and equipment and parts and fittings for such appliances and equipment, all being goods included in class 11.	Registered	Trademark Renewal 2/21/2023	1404/96 <b>174277</b>	2/22/1996 2/22/1996	Open
16005-379	VIKING	Ireland	<b>(11)</b> Gas and electric ovens, cookers, stoves, ranges, and cook tops for commercial or domestic use and exhaust hoods therefor? Cooking grills? Parts, fittings and accessories for all the aforesaid goods? Cooking apparatus, utensils and appliances included in class 11? None of the aforementioned goods being for use in space heating.	Registered	Trademark Renewal 3/29/2021	2011/00560 <b>245590</b>	3/30/2011 3/30/2011	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-380	VIKING	Israel	<b>(07)</b> Kitchen clean-up appliances, namely dishwashers, compactors and food waste disposers; all included in class 7.	Registered	Trademark Renewal 2/1/2022	146307 <b>146307</b>	2/1/2001 6/4/2002	Open
16005-381	VIKING	Israel	<b>(11)</b> Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; electric and gas cooking appliances, namely ranges, ovens and cooktops; and refrigerators; all included in class 11.	Registered	Trademark Renewal 2/1/2022	146309 <b>146309</b>	2/1/2001 7/2/2002	Open
16005-382	VIKING	Italy	<b>(07)</b> Kitchen clean-up appliances, namely dishwashers, garbage disposers for kitchen use, and trash compactors for kitchen use; <b>(11)</b> Gas and electric ovens, ranges, cooktops, cooking exhaust hoods and accessory appliances related to cooking; and refrigeration appliances and equipment.	Registered	Trademark Renewal 3/27/2026	001474 <b>1217071</b>	3/27/1996 8/26/1998	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-383	VIKING	Japan	(06) (08) (11) (14) (16) (19) (20) (21) (24)	Registered	Trademark Renewal 4/28/2024	4-41920 <b>2649899</b>	3/31/1992 4/28/1994	Open
16005-384	VIKING	Jordan	(07) Kitchen clean-up appliances, namely dishwashers, compactors, and food waste disposers.	Registered	Trademark Renewal 3/10/2022	66039 <b>66039</b>	3/10/2002 4/28/2003	Open
16005-385	VIKING	Jordan	(11) Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; electric and gas cooking appliances, namely ranges, ovens and cooktops; and refrigerators.	Registered	Trademark Renewal 3/10/2022	66040 <b>66040</b>	3/10/2002 4/28/2003	Open
16005-387	VIKING	Latvia	(07) Kitchen clean-up appliances, namely dishwashers, compactors, and food waste disposers (11) Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; electric and gas cooking appliances, namely, ranges, ovens, and cooktops; and refrigerators.	Registered	Trademark Renewal 2/1/2021	M-01-155 <b>M49311</b>	2/1/2001 4/20/2002	Open



## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-388	VIKING	Lebanon	<p><b>(07)</b> Small kitchen appliances, namely electric knives, can openers, pasta makers, food processors, blenders, mixers, food grinders and electric slicers; kitchen clean-up appliances;</p> <p><b>(08)</b> Tableware, namely sterling silver knives, forks, and spoons; culinary hand tools and instruments, namely knives and other food cutting and slicing implements; non-electric pasta makers, can openers;</p> <p><b>(09)</b> Measuring instruments for use in the kitchen, namely measuring spoons and measuring cups; egg timers; candy and meat thermometers;</p> <p><b>(11)</b> Small electrical kitchen appliances, namely waffle irons, toasters, electric woks, steamers, bread-making machines, and electric fryers; electric and gas outdoor cooking grills; electric and gas ovens, stoves, warming drawers; gas cooking appliances, namely ranges, ovens and cooktops and their parts and accessories; cooking gas and electric range exhaust hoods, ventilation devices; downdraft ventilation</p>	Registered	Trademark Renewal 3/25/2030	82921 <b>82921</b>	3/21/2000 3/21/2000	Open

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## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-389	VIKING	Lithuania	<b>(07)</b> Kitchen clean-up appliances, namely dishwashers, compactors, and food waste disposers; <b>(11)</b> Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; electric and gas cooking appliances, namely ranges, ovens and cooktops; and refrigerators.	Registered	Trademark Renewal 2/13/2021	2001 0252 <b>44235</b>	2/13/2001 11/12/2001	Open
16005-390	VIKING	Malaysia	<b>(11)</b> Gas and electric ovens, ranges, cooktops, cooking exhaust hoods, dishwashers, garbage disposers and accessory appliances for kitchen use and/or related to cooking, cleaning and food disposal.	Registered	Trademark Renewal 10/24/2022	95/11265 <b>95011265</b>	10/24/1995 10/21/2005	Open
16005-391	VIKING	Malaysia	<b>(11)</b> Refrigeration appliances and equipment for kitchen use.	Registered	Trademark Renewal 4/5/2023	96/03520 <b>96003520</b>	4/5/1996 1/15/2008	Open
16005-392	VIKING	Mexico	<b>(11)</b> Apparatus for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes.	Registered	Trademark Renewal 6/16/2024	202333 <b>500068</b>	6/16/1994 8/1/1995	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-393	VIKING	Mexico	<b>(41)</b> Training and educational demonstrations in the use of cookware, kitchenware and kitchen appliances; educational and entertainment services, namely, conducting a cooking school and providing cooking classes and demonstrations.	Registered	Follow Up 5/15/2018	896426 <b>1077451</b>	11/16/2007 12/12/2008	Open
16005-394	VIKING	Mexico	<b>(08)</b> Tableware, namely, knives, forks, and spoons, culinary hand tools and instruments, namely, knives, hand operated slicers, pizza cutters, cheese slicers, and non-electric can openers, excluding expressly scissors and shears.	Registered	Follow Up 5/15/2018	896423 <b>1060856</b>	11/16/2007 9/17/2008	Open
16005-395	VIKING	Mexico	<b>(07)</b> Clean-up electric appliances, for kitchen, namely, compactors, disposals and dishwashers, electric knives, electric can openers, electric pasta makers, electric food processors, blenders, electric mixers, electric food grinders and electric slicers.	Registered	Follow Up 5/15/2018	896424 <b>1077924</b>	11/16/2007 1/7/2009	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-396	VIKING	Mexico	<b>(21)</b> Kitchen utensils and kitchen accessories for cooking, cleaning and preparing food, namely, pots and pans, grills, spoons for mixing, serving and pasting [foods with its own juice or any other liquid while cooking), spatulas, turners, whisks, sieves, strainers, chopping blocks and graters.	Registered	Follow Up 5/15/2018	896422 <b>1074547</b>	11/16/2007 11/27/2008	Open
16005-397	VIKING	Mexico	<b>(35)</b> Commercialization services in the fields of cookware, kitchenware and kitchen and cooling appliance (electrical appliances) and accessories through retail stores (commercial intermediary).	Registered	Trademark Renewal 2/26/2020	1070796 <b>1192276</b>	2/26/2010 11/30/2010	Open
16005-399	VIKING	New Zealand	<b>(07)</b> Washing machines, electric motors; <b>(09)</b> Petrol pumps; <b>(11)</b> Refrigerators.	Registered	Trademark Renewal 7/25/2024	38899 <b>38899</b>	7/25/1941 2/3/1942	Open
16005-398	VIKING	New Zealand	<b>(11)</b> Gas and electric ovens, ranges, cooktops, exhaust hoods for ovens, ranges and cooktops, dishwashers, garbage disposals, refrigerators and freezers (all being goods in this class for kitchen use).	Registered	Trademark Renewal 9/12/2026	253456 <b>253456</b>	9/12/1995 7/14/1999	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-400	VIKING	Nicaragua	(07) Kitchen clean-up appliances, namely dishwashers, compactors and food waste disposers; (11) Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; electric and gas cooking appliances, namely ranges, ovens and cooktops; and refrigerators.	Registered	Trademark Renewal 8/17/2023	2002/000499 <b>58616</b>	3/5/2002 8/18/2003	Open
16005-401	VIKING	Norway	(07) Kitchen clean-up appliances, namely dishwashers, compactors and food waste disposers; (11) Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; electric and gas cooking appliances, namely ranges, ovens and cooktops; and refrigerators.	Registered	Trademark Renewal 9/17/2018	200101169 <b>247657</b>	1/24/2001 9/17/2008	Open
16005-402	VIKING	Panama	(07) Cleaning appliances for kitchen, namely, dishwashers, compactors, waste crushers.	Registered	Trademark Renewal 4/2/2022	120339-01 <b>120339-01</b>	4/2/2002 7/18/2003	Open
16005-403	VIKING	Panama	(11) Electric and gas grills to cook outdoors; extractor gas and electric stoves; electrical or gas appliances of cooking, namely, stoves, ovens and countertop burners; and y refrigerators.	Registered	Trademark Renewal 4/2/2022	120340-01 <b>120340-01</b>	4/2/2002 7/18/2003	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-404	VIKING	Peru	(07) Devices for cleaning kitchen, including dish washing machines, compactors, food waste disposers.	Registered	Trademark Renewal 2/2/2024	189309 <b>94537</b>	8/28/2003 2/2/2004	Open
16005-405	VIKING	Peru	(11) Devices for cleaning kitchen, including dish washing machines, compactors, food waste disposers.	Registered	Trademark Renewal 2/6/2024	189527 <b>94721</b>	9/2/2003 2/6/2004	Open
16005-406	VIKING	Philippines	(07) Kitchen clean-up appliances namely, dishwashers, compactors for kitchen use and food waste disposers for kitchen use.	Registered	Follow Up 9/13/2017	4-1997-118354 <b>4-1997-118354</b>	2/27/1997 12/13/2002	Open
16005-407	VIKING	Philippines	(11) Electric and gas cooking appliances, namely, range, ovens and cook tops, gas and electric range exhaust hoods, and refrigerators.	Registered	Follow Up 5/21/2018	4-1997-118355 <b>4-1997-118355</b>	2/27/1997 5/21/2004	Open
16005-408	VIKING	Poland	(07) Dishwashers, garbage disposals, trash grinders; parts and fittings for the aforesaid goods; (11) Gas and electric ovens, cooking ranges, exhaust and ventilation hoods, refrigeration appliances; parts and fittings for the aforesaid goods.	Registered	Follow Up 7/12/2018	Z175931 <b>139559</b>	7/16/1997 9/9/2002	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-409	VIKING	Portugal	<b>(07)</b> Appliances for cleaning kitchens, in particular, dishwashers, garbage compressors and food scraps. <b>(11)</b> Portable, electric and gas kitchens; electric and gas extractor hoods; cooking, electrical and gas appliances, namely, cookers, ovens and hoods; refrigerators.	Registered	Trademark Renewal 5/6/2018	316360 <b>316360</b>	4/2/1996 5/6/1998	Open
16005-410	VIKING	Russian Federation	<b>(07)</b> Dishwashers, garbage disposal machines and trash compacting machines for kitchen use only; parts and fittings for the aforesaid goods included in class 7. <b>(11)</b> Cooking apparatus, gas and electric ovens; cooking ranges; exhaust and ventilation hoods; refrigeration appliances; parts and fittings for the aforesaid goods included in class 11.	Registered	Follow Up 1/15/2018	97710850 <b>188904</b>	7/23/1997 5/25/2000	Open
16005-411	VIKING	Saudi Arabia	<b>(11)</b> Gas and electric ovens, ranges, cooktops, cooking exhaust hoods, refrigeration equipment such as refrigerators and freezers and accessory appliances.	Registered	Trademark Renewal 5/1/2024	28882 <b>141503728</b>	3/26/1995 12/31/1995	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-412	VIKING	Saudi Arabia	<b>(07)</b> Dishwashing machines, waste disposal and accessories.	Registered	Trademark Renewal 9/26/2024	30564 <b>141604100</b>	8/21/1995 8/21/1996	Open
16005-413	VIKING	Singapore	<b>(11)</b> Gas and electric ovens; ranges; cooktops; cooker hoods; parts and fittings for the aforesaid goods; all for kitchen use and/or related to cooking and cleaning.	Registered	Trademark Renewal 9/15/2025	8816/95 <b>T95/088161</b>	9/15/1995 9/15/1995	Open
16005-414	VIKING	Singapore	<b>(11)</b> Refrigeration equipment	Registered	Trademark Renewal 5/3/2026	2056/96 <b>T96/02056H</b>	5/3/1996 5/3/1996	Open
16005-415	VIKING	Slovak Republic	<b>(07)</b> Kitchen cleaning apparatus and installations, particularly dishwashers, presses, sorting food waste machines. <b>(11)</b> Electric and gas outdoor cooking grills; hoods for electric and gas stoves; electric and gas cooking appliances and equipment, particularly cookers, ovens and cooktops; refrigerators.	Registered	Trademark Renewal 2/2/202	252-2001 <b>200724</b>	2/2/2001 10/10/2002	Open



## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-416	VIKING	Slovenia	(07) Kitchen clean-up appliances, namely dishwashers, compactors and food waste disposers. (11) Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; electric and gas cooking appliances, namely ranges, ovens and cooktops; and refrigerators.	Registered	Trademark Renewal 2/1/2021	L-200170167 <b>200170167</b>	2/1/2001 12/6/2001	Open
16005-417	VIKING	South Africa	(07) Kitchen clean-up appliances, namely dishwashers, compactors and food waste disposers.	Registered	Trademark Renewal 2/2/2021	2001/01786 <b>2001/01786</b>	2/2/2001 12/23/2004	Open
16005-418	VIKING	South Africa	(11) Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; electric and gas cooking appliances, namely ranges, ovens and cooktops; and refrigerators.	Registered	Trademark Renewal 2/2/2021	2001/01787 <b>2001/01787</b>	2/2/2001 12/23/2004	Open
16005-386	VIKING	South Korea	(07) Dishwashers (11) Gas outdoor cooking grills, electric range exhaust hoods, gas range exhaust hoods; gas ranges, gas ovens, electric ranges, electric built in ovens; electric cooktops, gas cooktops; electric refrigerators; gas refrigerators.	Registered	Trademark Renewal 3/22/2026	2005-0001024 <b>40-0655810</b>	1/10/2005 3/22/2006	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-419	VIKING	Spain	<b>(11)</b> Appliances for cleaning kitchens, in particular, dishwashers, garbage compressors and food scraps.	Registered	Trademark Renewal 10/11/2021	2430142 <b>2430142</b>	10/11/2001 7/5/2002	Open
16005-420	VIKING	Spain	<b>(07)</b> Portable, electric and gas kitchens, electric and gas extractor hoods, cooking, electrical and gas appliances, namely, cookers, ovens and hoods, refrigerators.	Registered	Trademark Renewal 10/16/2023	2562416 <b>2562416</b>	10/16/2003 3/22/2004	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-421	VIKING	Sweden	(11) Apparatus and appliances for use in kitchens, whether domestic or commercial; apparatus and appliances for cooking, odour and/or steam heat/steam extraction, ventilation, refrigeration, cooling, ice-making, washing, waste disposal, waste compacting and/or grinding purposes; waffle irons; toasters, woks; steamers; bread makers; grills (including for outdoor purposes); ovens; stoves; warmers, namely drawers for warming of food and plates; cookers; ranges and cooktops; exhaust hoods; ventilation devices; downdrall ventilation devices; refrigerators; wine coolers; ice-making machines; parts and fittings for all the aforesaid goods	Registered	Trademark Renewal 2/17/2026	1999/03889 <b>378598</b>	5/20/1999 2/17/2006	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-422	VIKING	Sweden	<p><b>(07)</b> Machines, apparatus, appliances and equipment, all for the processing, blending, mixing, grinding, cutting, slicing or cleaning; electrical knives, electrical can openers, electrical pasta machines; food processors; food and/or drink blenders; food slicers; dishwashers; waste disposers; waste compactors; waste grinders; all the aforesaid goods for the use in kitchens or in areas of food preparation or of preparation of food domestically or commercially;</p> <p><b>(08)</b> Hand tools, instruments and implements, all for culinary purposes and for the use in the preparation of or eating of food; cutlery, knives, forks, spoons; tableware, being wholly or predominantly metallic for use in the preparation and consumption of food; pasta makers, not electrical; can openers, not electrical;</p> <p><b>(21)</b> Household and domestic utensils and accessories for use in kitchen and/or for culinary purposes; utensils and accessories for cooking, cleaning or food preparation; food containers; saucepans,</p>	Registered	Trademark Renewal 1/16/2024	2003/06624 <b>365259</b>	5/20/1999 1/16/2004	Open

October 11, 2017

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-423	VIKING	Switzerland	(07) Kitchen clean-up appliances, namely dishwashers, compactors, food waste disposers; (11) Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; electric and gas cooking appliances, namely ranges, ovens and cooktops; as well as refrigerators and cold-storage chambers.	Registered	Trademark Renewal 1/19/2021	00571/2001 <b>486860</b>	1/19/2001 7/15/2001	Open
16005-424	VIKING	Switzerland	(07) Washing machines, electrical dryers, dishwashers, electric carving knives, electric food processors, mixers (machines); (11) Toasters, electric ovens, microwave appliances, refrigerators, freezers, coffee makers, electric clothes dryers.	Registered	Trademark Renewal 7/9/2021	766138 (IR) <b>766138 (IR)</b>	7/9/2001 7/9/2001	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-425	VIKING	Taiwan	(07) Dishwashers, compactors, and food waste disposers, all for kitchen purposes. (11) Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; ranges, ovens and cooktops; and refrigerators.	Registered	Trademark Renewal 3/31/2025	93009403 <b>1147368</b>	3/5/2004 4/1/2005	Open
16005-426	VIKING	Thailand	(07) Dishwashers, compactors and food waste disposers (all for kitchen clean-up purposes).	Registered	Trademark Renewal 4/22/2022	485754 <b>TM242027</b>	4/23/2002 5/25/2006	Open
16005-427	VIKING	Thailand	(11) Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; electric and gas cooking appliances, namely ranges, ovens and cooktops; and refrigerators.	Registered	Trademark Renewal 4/22/2022	485753 <b>TM178810</b>	4/23/2002 4/17/2003	Open
16005-428	VIKING	Turkey	(07) (11)	Registered	Trademark Renewal 12/31/2023	2003-35783 <b>2003 35783</b>	12/26/2003 3/22/2005	Open
16005-429	VIKING	Turkish Cyprus	(07) Kitchen clean-up appliances, namely dishwashers, compactors and food waste disposers.	Registered	Trademark Renewal 7/2/2025	6529 <b>6529</b>	7/2/2004 3/11/2005	Open

## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-430	VIKING	Turkish Cyprus	<b>(11)</b> Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; electric and gas cooking appliances, namely ranges, ovens and cooktops; and refrigerators.	Registered	Trademark Renewal 7/2/2025	6530 <b>6530</b>	7/2/2004 3/11/2005	Open
16005-431	VIKING	Ukraine	<b>(07)</b> Kitchen clean-up appliances, namely dishwashers, compactors, and food waste disposers. <b>(11)</b> Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; electric and gas cooking appliances, namely, ranges, ovens, and cooktops; and refrigerators.	Registered	Trademark Renewal 2/6/2022	2002020772 <b>46852</b>	2/6/2002 2/15/2005	Open
16005-432	VIKING	United Arab Emirates	<b>(07)</b> Kitchen clean-up appliances, namely dishwashers, compactors and food waste disposers.	Registered	Trademark Renewal 3/4/2022	46475 <b>40677</b>	3/4/2002 5/26/2003	Open
16005-433	VIKING	United Arab Emirates	<b>(11)</b> Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; electric and gas cooking appliances, namely ranges, ovens and cooktops; and refrigerators.	Registered	Trademark Renewal 3/4/2022	46476 <b>36614</b>	3/4/2002 3/25/2003	Open
16005-436	VIKING	Venezuela	<b>(11)</b> Ovens, cooktops, ranges, parts and accessories, cooking exhaust hoods.	Registered	Trademark Renewal 5/8/2018	94-017267 <b>P204817</b>	12/27/1994 5/8/1998	Open

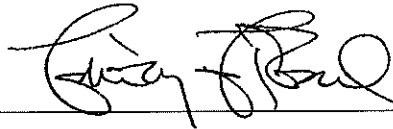
## Viking Range, LLC

BGL Case No.	Matter Name	Jurisdiction	Class/Goods	Status	Next Action/Date	App Number Reg Number (bold)	App Date Reg Date	Open/Closed
16005-437	VIKING	Venezuela	<b>(07)</b> Dishwashers and garbage disposals.	Registered	Trademark Renewal 5/8/2018	95-000432 <b>P204822</b>	1/17/1995 5/8/1998	Open
16005-438	VIKING	Vietnam	<b>(07)</b> Kitchen clean-up appliances, namely dishwashers, compactors and food waste disposers; <b>(11)</b> Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; electric and gas cooking appliances, namely ranges, ovens and cooktops; and refrigerators.	Registered	Trademark Renewal 4/26/2022	4-2002-02296 <b>48300</b>	4/26/2002 11/15/2002	Open



**TAB B**

This is Exhibit "B" referred to in the Affidavit of Timothy J. FitzGerald, sworn before me this day of October, 2017.

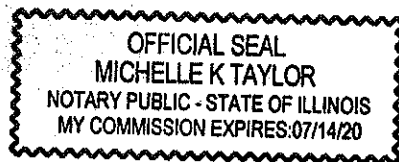


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State of Illinois County of DuPage  
On this 11<sup>th</sup> day of October, 2017,  
Timothy J. FitzGerald  
personally appeared before me, and proved to me through  
satisfactory evidence of identification, which were DL,  
to be the person whose name is signed on the preceding or  
attached document in my presence.

---

MICHELLE K TAYLOR, Notary Public  
My Commission Expires July 14, 2020



## LICENSE AGREEMENT

THIS AGREEMENT made the 19<sup>TH</sup> day of ~~October~~<sup>DECEMBER</sup>, 2002.

**BETWEEN**

**SEARS CANADA INC.**, a company incorporated pursuant to the laws of Canada, and having its head office in the City of Toronto, Ontario, M5B 2B8

(hereinafter referred to as "Sears")

**AND**

**VIKING RANGE CORPORATION** a company incorporated pursuant to the laws of the State of Mississippi, United States of America, and having an office at 111 Front Street, Greenwood, Mississippi, USA 38930

(hereinafter referred to as "Viking Range")

**WHEREAS** Sears is the registered owner of Canadian Trade-mark Registration Number TMDA 47453 for the word trade-mark VIKING, the particulars of said Registration are attached hereto as Schedule A;

**AND WHEREAS** Viking Range is the owner of numerous United States and other foreign registrations and applications for the word trade-mark VIKING, the particulars of said registrations and applications are attached as Schedule B;

**AND WHEREAS** Viking Range manufactures and sells various appliances and other products in association with the name and mark VIKING (and variations) in the United States and throughout the world;

**AND WHEREAS** Viking Range wishes to obtain the right to import to, advertise, promote and sell certain of its product line in Canada in association with the Trade-mark (as defined in Article 1) and Sears is willing to grant such right to Viking Range under the terms and conditions set out herein.

**NOW THEREFORE** in consideration of the promises and mutual covenants and agreements contained in this Agreement (as defined in Article 1) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

## **ARTICLE 1 - Definitions**

The following words and phrases used in this Agreement shall have the following meaning:

**"Affiliate"** shall be defined as such term is defined in Rule 12b-2 promulgated under the United States Securities Exchange Act of 1934, as amended. Where that definition differs from that found in S.2 (1) of the Canada Business Corporations Act, as amended ("CBCA"), the definition in the CBCA shall prevail in relation to matters pertaining to Sears.

**"Agreement"** means this Agreement including all of the attached Schedules and as it may be amended pursuant to Sections 11.02 and 11.06.

**"Disposal Event"** means any of the following events: (i) Sears elects or intends to sell, assign or otherwise transfer the Trade-mark Assets other than to an Affiliate in connection with a merger, reorganization or sale of substantially all of the assets of Sears; (ii) Sears elects or intends not to renew, maintain or pay any official government fee required for the renewal or maintenance of the Trade-mark Assets for any reason; or (iii) Sears elects or intends to abandon its rights in the Trade-mark Assets for any reason.

**"Marketing Materials"** shall mean labels, plates, packaging, advertisements, devices, signage, marketing and promotional items and materials (including websites) used to advertise and promote the sale of Viking Range products and services.

**"Notice"** shall have the meaning set forth in Section 10.03.

**"Products"** shall mean those products set out at Schedule C. Schedule C may be amended by the parties from time to time as provided in Section 11.06.

**"Royalty"** shall have the meaning set out in Article 6.

**"Subsidiary Products"** shall mean the products set out at Schedule D. Schedule D may be amended from time to time as provided in Section 11.06.

**"Trade-mark"** shall mean the registered word trade-mark VIKING, as used within Canada, reflected on Schedule A.

**"Trade-mark Assets"** shall mean the Trade-mark and/or Canadian Registration No. TMDA 47453 and/or any other Sears-owned trade-mark or trade-mark application or registration which includes the term "VIKING" and/or the goodwill of the business associated with the Trade-mark or such other trade-mark or trade-mark application or registration.

**"Term"** shall have the meaning set forth in Article 5.

## **ARTICLE 2 – The Trade-mark**

Sears represents and warrants that it is the owner of the Trade-mark and is authorized to grant the licenses detailed in Article 3 and to enter into this Agreement. Sears represents and warrants that the registration of the Trade-mark is valid and that the Trade-mark is presently in use in Canada by Sears in connection with the goods identified in Registration No. TMDA 47453. Sears represents and warrants that during the Term, Sears shall maintain any and all Canadian registrations for the Trade-mark, including Registration No. TMDA 47453. During the Term, Sears shall use its best efforts to police and enforce rights in the Trade-mark and prevent the unauthorized use thereof by third parties. Sears agrees promptly, and at its own expense, to take any and all action necessary, during the Term in order to prevent such third parties from infringing the Trade-mark.

## **ARTICLE 3 - License of Trade-mark**

### **3.01 Grant - Products**

- (a) Subject to the terms and conditions contained herein, Sears hereby grants to Viking Range and Viking Range hereby accepts from Sears a limited license to use the Trade-mark in connection with the manufacture, importation, distribution, sale, advertising, promotion and marketing in Canada of the Products.
- (b) Except as provided in Sections 3.01(c), Viking Range may use the Trade-mark on the Products only when accompanied by the Viking Range sub-brand names "Professional" or "Professional Series" or "Designer" or "Designer Series" or another mark or name owned by Viking Range and approved in writing by Sears. Except as provided in Sections 3.01(c), Viking Range agrees that it is not permitted to use the Trade-mark in any manner whatsoever in association with the importation, advertisement, promotion and sale of the Products in Canada without use of an accompanying sub-brand described in this Section.
- (c) Sears acknowledges that Viking Range's current practice is to use the VIKING mark in connection with "Designer" and/or "Designer Series" on all promotional literature and advertisements featuring Viking Range's Designer Series line of Products. However, Viking Range does not use "Designer" or "Designer Series" on the actual Products themselves. Accordingly, Viking Range will place a removable point-of-purchase decal on such Designer Series Products and such decal will prominently feature "VIKING Designer" or "VIKING Designer Series." The decal will be of high quality and intended to be removed by the purchasing consumer. Sears acknowledges that this practice is in full compliance with this Agreement.

### **3.02 Grant - Subsidiary Products**

Subject to the terms and conditions contained herein, Sears hereby grants to Viking Range and Viking Range hereby accepts from Sears a limited license to use the Trade-mark in connection with the manufacture, importation, distribution, sale, advertising, promotion and marketing in Canada of the Subsidiary Products.

3.03 **Grant – Incidental Services**

Subject to the terms and conditions contained herein, Sears hereby agrees that, during the Term, it will not object to the offering of incidental services under the Trade-mark by Viking Range and its Canadian distributors, sales representatives and dealers. For purposes of this Section 3.03, such incidental services shall include cooking demonstrations, repair and warranty services, and the demonstration, instruction and retail sale of Products and Subsidiary Products.

3.04 **Use by Dealers and Distributors**

- (a) Sears acknowledges that, during the Term, Viking Range's independent distributors, sales representatives and dealers may use the Trade-mark in advertising and promoting the sale of the Products and Subsidiary Products. In granting the licenses herein, Sears is agreeing not to object to use of the Trade-mark by Viking Range distributors, representatives and other dealers, including retail dealers, selling Viking Range Products and Subsidiary Products in Canada.
- (b) Notwithstanding the above, and subject to the provisions of Section 3.06 below, Viking Range agrees that the retail sale of the Products and/or Subsidiary Products will be exclusive to Sears versus directly competitive department stores, provided that: (i) Sears complies with and meets all displaying dealer criteria of Viking Range and the Viking Range Canadian sales representative organization; and (ii) the Sears retail outlets permitted to display, market and/or sell the Products and/or Subsidiary Products in association with the Trade-mark will be limited to those outlets set out at Schedule G. Sears acknowledges that only its "Sears Select" and/or "Sears Furniture and Appliance" locations may: (a) be identified on Schedule G; and/or (b) display, market and/or sell Products and/or Subsidiary Products in association with the Trade-mark.

3.05 **Exclusivity as to Price Point and Quality**

The licenses granted in this Article 3 shall be exclusive as to price point and quality, meaning that during the Term, Sears shall not itself use, and shall not grant to any other party the right to use, the Trade-mark on or in connection with products and services of the type set forth on Schedules C and D of the same, similar or higher quality and/or price point of the Products and Subsidiary Products.

3.06 **Sears Potential Purchase of Products and Subsidiary Products**

Viking Range's sales representative organizations in Canada are identified in Schedule E. Schedule E may be amended from time to time as provided in Section 11.06. Sears may contact Viking Range's Canadian sales representative organizations regarding the purchase by Sears of Products and/or Subsidiary Products for resale by Sears at the outlets identified in Schedule G. Any purchase of such Products and/or Subsidiary Products by Sears shall be in accordance with terms negotiated between Sears and the relevant Viking Range Canadian sales representative organization(s) and such terms will not affect, nor be affected by any other terms of this Agreement.

### 3.07 Acknowledgements

- (a) Viking Range hereby acknowledges that the registration of the Trade-mark is valid, the registration and the Trade-mark are enforceable and the exclusive property of Sears and Sears has the right to license the Trade-mark to Viking Range.
- (b) Sears hereby acknowledges that the registrations/applications of the Viking Range marks described in Schedule B are valid and the registrations/applications and the Viking Range marks are enforceable and the exclusive property of Viking Range.
- (c) Viking Range is the owner of the corporate and trade name "Viking Range Corporation" and the domain name "VikingRange.com" and its ownership of and right to use the names is not in any way affected by this Agreement. Viking Range's continued use of its names is not pursuant to this Agreement or to the licenses contained herein. Viking Range is not required to use a sub-brand or any other mark or name in association with its names, but may choose to do so at its preference.
- (d) Viking Range is the owner of the trade-mark ULTRALINE and its ownership and use of this trade-mark, or any registration therefor, is not in any way affected by this Agreement. Viking Range's continued use of its ULTRALINE trade-mark is not pursuant to this Agreement or to the licenses contained herein. Viking Range is not required to use a sub-brand or any other mark or name in association with its ULTRALINE trade-mark, but may choose to do so at its preference.

### 3.08 Only Right to Use

- (a) This Agreement shall not in any way give or be deemed to give to Viking Range any interest in the Trade-mark in Canada except for the right to use the Trade-mark in Canada only in accordance with the terms and conditions of this Agreement.
- (b) This Agreement shall not in any way give or be deemed to give to Sears by Viking Range any interest in any mark or designation, which includes the term "VIKING" outside of Canada.

### 3.09 Compliance with Law

Viking Range will comply with all laws and regulations in Canada relating to trade-marks. Viking Range shall not use the Trade-mark in Canada in association with any merchandise or services other than those permitted under the terms of this Agreement.

### 3.10 Use of Trade-mark

- (a) Subject to the provisions of Section 3.01(b) and 3.01(c), Viking Range may use the Trade-mark in the form and manner in which Viking Range uses the VIKING trade-mark elsewhere in the world.
- (b) Such form and manner may include use in the stylized fonts or logos owned and used by Viking Range as shown in Schedule F. Sears acknowledges that it does not own and will not acquire the right to use or license these stylized fonts or logos. Sears acknowledges that these stylized fonts and logos are and shall remain the exclusive property of Viking Range. Schedule F may be amended from time to time in accordance with Section 11.06.
- (c) Sears acknowledges Viking Range's ownership of the sub-brand names "Professional," "Professional Series," "Designer" and/or "Designer Series" only when used in association with the Trade-mark. Sears acknowledges that Sears has and will acquire no ownership rights with respect to such sub-brand names when used in association with the Trade-mark. Sears will not allow others to use the sub-brand names in connection with the Trade-mark. Sears agrees that unless the Product and/or Subsidiary Product is purchased by Sears pursuant to Section 3.06, it will not use the Trade-mark along with the sub-brand names "Professional," "Professional Series," "Designer" or "Designer Series" in association with products or services, and that Sears will not seek trade-mark protection for any marks which include the terms "Viking Professional" or "Viking Designer."
- (d) All packaged Products and/or Subsidiary Products bearing the Trade-mark sold in Canada will include a notice bearing the following text or something equivalent: "VIKING® is a worldwide registered trade-mark of Viking Range Corporation. In Canada only, Viking Range Corporation uses the VIKING mark under license from Sears Canada, Inc." The notice will be included with other printed materials packaged with the Products and/or Subsidiary Products.
- (e) Sears acknowledges that the Marketing Materials used by Viking Range are of very high quality. During the Term, Viking Range may use in Canada the Marketing Materials it uses elsewhere in the world. Viking Range agrees to supply Sears, with two samples of, and/or access to, all Marketing Materials used by Viking Range in Canada. Sears agrees that it will not unreasonably object to the use of any Marketing Materials in Canada. In the event that Sears has a reasonable objection to the Marketing Materials used in Canada, Sears will act in accordance with the Dispute Resolution procedures set out at Article 12.
- (f) Sears acknowledges that it may use such samples only for purposes of determining whether it objects to such Marketing Materials in connection with Section 3.10(e) above. Sears acknowledges that it does not own any right in the Marketing Materials and has no other right to use the Marketing Materials. Sears acknowledges Viking Range's ownership of the Marketing Materials and the validity of Viking Range's claim of copyright in the Marketing Materials.



3.11 **Independent Distinctiveness**

The Trade-mark shall only be used in accordance with good trade-mark practice and only in such manner as to preserve the independent distinctiveness of the Trade-mark.

3.12 **Right, Title or Interest**

(a) Viking Range acknowledges that it does not now have nor will it have during the Term, any right, title or interest in the Trade-mark, except those rights granted to Viking Range pursuant to this Agreement. Viking Range hereby assigns to Sears any rights it may have or claim to have, in Canada, in the Trade-mark. During the Term, Viking Range will not challenge the validity of any registration or ownership of, or oppose any application by Sears to register, the Trade-mark, or, subject to Section 3.10(b) and 3.10 (c), any other Trade-mark of Sears incorporating the word "Viking."

(b) Sears acknowledges that it does not now have nor will it have, either during the Term or thereafter, any right, title or interest in the trade-mark VIKING or any other mark or designation, which includes the term "Viking" anywhere else in the world outside of Canada. Sears hereby assigns to Viking Range any rights it may have or claim to have, outside Canada, in the VIKING trade-mark. During the Term, Sears will not challenge the validity of any application/registration or ownership of, or oppose any application by Viking Range to register, the VIKING trade-mark anywhere outside of Canada.

3.13 **Assignability and Sub-licensing**

(a) Viking Range shall have no right to assign or sub-license any of its rights under this Agreement without the prior written approval of Sears, which approval may be given or withheld in the sole discretion of Sears. Without Sears approval, Viking Range may assign this Agreement to a related company, an Affiliate or to a successor as part of a sale of all or substantially all of its assets.

(b) Sears shall have no right to assign any of its rights under this Agreement without Viking Range's prior written approval, which approval may be given or withheld in the sole discretion of Viking Range. Without Viking Range's approval, Sears may assign this Agreement to a related company, an Affiliate or to a successor as part of a sale of all or substantially all of its assets.

**ARTICLE 4 - QUALITY**

4.01 Viking Range undertakes and agrees that the quality of the Products and/or Subsidiary Products sold in Canada in association with the Trade-mark shall meet or exceed the current level of quality of the Products and Subsidiary Products sold by Viking Range under the VIKING trade-mark in the United States.

- 4.02 Sears or its authorized representative may at reasonable intervals (but not more than once every calendar year), and upon Notice to Viking Range and during regular business hours, inspect the Products and/or Subsidiary Products to be sold in association with the Trade-mark in Canada to confirm that the quality conforms with the quality standard set out in Section 4.01. Sears acknowledges that such inspection must be carried out in a manner which does not interrupt or affect Viking Range's business activities. In the event Sears reasonably determines that the Products and/or Subsidiary Products sold in Canada under the Trade-mark do not meet or exceed the quality standard set out in Section 4.01, Sears will follow the Dispute Resolution procedures set out in Article 12.

#### **ARTICLE 5 - Term**

The Term of this Agreement shall include the initial term and any and all renewal terms. The initial term of this Agreement shall be for five (5) years commencing the date of execution of this Agreement, subject to termination as hereinafter provided. Thereafter, this Agreement may be renewed for subsequent five (5) year terms subject to termination as hereinafter provided. In the event either party decides not to renew this Agreement, that party shall provide Notice of the decision not to renew to the other party at least one (1) year in advance of expiration of the then-current term. In the event no such Notice is provided, the Agreement shall automatically renew for a subsequent five (5) year term.

#### **ARTICLE 6 - Consideration and Royalty**

In consideration of the grant by Sears to Viking Range to use the Trade-mark in Canada under the terms, provisions and conditions of this Agreement, Viking Range shall pay to Sears and Sears shall be entitled to receive from Viking Range a royalty ("Royalty"). The Royalty shall be U.S. \$100,000 for the first year of the Term and shall increase by 5% per year, compounded annually, for each year of the Term and subsequent renewal terms. The Royalty shall be payable in United States Dollars. The Royalty for the first year of this Agreement shall be payable by Viking Range to Sears upon receipt by Viking Range of a fully-executed original of this Agreement. Future yearly payments of the Royalty will be made on or about the anniversary of the commencement date of this Agreement as specified in Article 5. Sears shall be responsible for all taxes related to the Royalty.

#### **ARTICLE 7 - Termination**

##### **7.01 Events of Termination**

- (a) Sears shall have the right but not the obligation to terminate this Agreement without prejudice to the enforcement of any other legal right or remedy, immediately upon giving Notice of termination to Viking Range, if Viking Range:
1. becomes bankrupt;
  2. makes an assignment for the benefit of creditors;

3. if all or any part of its business is placed in the hands of a receiver or trustee;
4. seeks the benefit of any statute for the protection of creditors;
5. ceases to import Products and Subsidiary Products to Canada in association with the Trade-mark and advertise, promote and sell Products in Canada in association with the Trade-mark for a period of one year; or.
6. engages in any activity or corporate misconduct which would bring it into public or legislative scrutiny so as to impair the image, reputation or acceptance of the Viking brand in Canada.

(b) Viking Range shall have the right but not the obligation to terminate this Agreement without prejudice to the enforcement of any other legal right or remedy, immediately upon giving Notice of termination to Sears, if Sears:

1. becomes bankrupt;
2. makes an assignment for the benefit of creditors;
3. if all or any part of its business is placed in the hands of a receiver or trustee;
4. seeks the benefit of any statute for the protection of creditors; or
5. abandons its rights in the Trade-mark.

#### 7.02 **Breach**

In the event of a breach of any of the material terms of this Agreement, the parties will follow the procedures set forth in the Dispute Resolution policy set forth in Article 12.

#### 7.03 **Effect of Termination or Expiration**

(a) Upon expiration or termination of this Agreement, Viking Range shall:

1. immediately cease all use and display of the Trade-mark in Canada, or any confusingly similar trade-mark, and for greater certainty, agrees that it will cease all use of the Trade-mark on Marketing Materials in Canada; and
2. Pay to Sears any Royalty due and owing to Sears on a pro-rata basis to the date of termination.

(b) Viking Range recognizes and agrees that the above provisions regarding termination are reasonable and necessary to protect the value and integrity of the Trade-mark, and agrees that Sears may enforce such provisions by injunction, including interlocutory injunction by any court of competent jurisdiction.

- (c) Sears acknowledges that following expiration or termination: (i) Viking Range, its Canadian distributors and sales representatives may fill existing orders for Products and/or Subsidiary Products (existing orders shall mean orders dated and in existence at the time of expiration or termination of the Agreement); (ii) sales representatives, distributors and retail dealers may continue to sell any Products and/or Subsidiary Products in inventory at the time of expiration or termination of the Agreement; and (iii) advertisements placed in third party media prior to expiration or termination of the Agreement may continue to appear in such media until the expiry date of any such media.
- (d) Sears agrees that for a period of five (5) years following expiration or termination of this Agreement, Sears will not: (1) use the Trade-mark, or any trade-mark which includes the term VIKING, on or in connection with products of the same, similar or higher quality and/or at the same, similar or higher price point as Products and Subsidiary Products manufactured by or for Viking Range under the VIKING mark; and/or (2) will not license or permit another to use the Trade-mark, or any trade-mark which includes the term VIKING, on or in connection with products of the type appearing on Schedules C and D of the same, similar or higher quality and/or at the same, similar or higher price point.

#### 7.04 Survival of Covenants

The following Articles or Sections shall survive termination of this Agreement: Article 2, Sections 3.07, 3.08, 3.10(b), 3.10(c), 3.10(f), 3.12, 7.03, Article 8, Article 9 and Sections 10.03 through 10.07.

### ARTICLE 8 - Indemnity

#### 8.01 Indemnification of Sears

Viking Range covenants that it will protect, defend, hold harmless and indemnify Sears, its respective directors, officers, employees, agents and assigns from and against any and all expenses, including reasonable legal fees and disbursements, suits, claims, demands, actions, causes of action, liabilities, damages and losses of any kind whatsoever (including, without limitation, death of or injury to person and damage to property), actually or allegedly resulting from or connected with the Products and/or Subsidiary Products, including without limitation, goods sold, work done, services rendered or products utilized therein, the operation of or defects in any machinery, motor vehicles, or equipment used in connection with the manufacture, importation, advertisement, promotion and sale of the Products and/or Subsidiary Products or from the omission to act or commission of any act, lawful or unlawful by Viking Range or its agents, employees or designees, whether or not such act is within the scope of the employment of such agents, employees, or designees; and notwithstanding anything to the contrary contained in this Agreement, such indemnification in respect of any breach, violation or non-performance, damage to third party property, injury or death occurring during the Term or any renewal term will survive the termination or expiration of this Agreement.

## 8.02 Indemnification by Sears

Sears covenants that it will protect, defend, hold harmless and indemnify Viking Range, its respective directors, officers, employees, agents, customers, representatives, distributors, dealers and assigns, from and against any and all expenses, including reasonable legal fees and disbursements, suits, claims, demands, actions, causes of action, liabilities, damages and losses of any kind whatsoever actually or allegedly resulting or arising from (1) any claim that the Trade-mark infringes and/or dilutes the rights of a third party or parties; and/or (2) any claim related to a product or service not manufactured and/or provided by Viking Range and manufactured, produced and/or provided by or for Sears, its Affiliates or licensees. Such indemnification will survive the termination or expiration of this Agreement.

## ARTICLE 9 - Insurance

Viking Range represents and warrants that it currently maintains a comprehensive general liability insurance policy with limits in excess of Two Million (\$2,000,000.00) U.S. Dollars. Viking Range agrees and covenants that it shall, at its sole expense, maintain this policy during the Term and any renewal term. Such policy of insurance shall not be subject to material change or cancellation except upon at least thirty (30) days Notice to Sears.

## ARTICLE 10 - General Provisions

### 10.01 Licenses, Laws and Ordinances

Viking Range shall, at its own expense, obtain all permits and licenses which may be required under any applicable federal, provincial, territorial or local law, ordinance, rule or regulation by virtue of any act performed in connection with the importation, advertisement, promotion and sale of the Products and/or Subsidiary Products in Canada.

10.02 Viking Range shall, in the importation, advertisement, promotion and sale of the Products and/or Subsidiary Products in Canada and in the performance of this Agreement, comply fully with all applicable federal, provincial, territorial and local laws, ordinances, rules and regulations including industry rules, standards and guidelines.

10.03 **Notice**

All Notice provided for in this Agreement shall be in writing and forwarded by overnight courier and facsimile transmission addressed as follows:

If to Sears:

SEARS CANADA INC.  
222 Jarvis Street  
Toronto, Ontario  
M5B 2B8  
Canada  
Attention: Richard Brown, Sr. V.P. Strategic Initiatives  
Fax: 416-941-4204

with copy to: The Secretary, D/766  
Fax: (416) 941-2321

If to Viking Range:

VIKING RANGE CORPORATION  
111 Front Street  
Greenwood, Mississippi  
United States of America  
38930  
Attention: Vice President, Marketing  
Fax: 662-453-7939

Notice shall be effective upon receipt.

10.04 **Confidentiality**

The terms of this Agreement and all merchandising know-how, specifications, plans, patterns, reports, audits, statements and the information contained therein, outlines, designs, creations, documents, materials and other data and information of any kind obtained by either party from the other in connection with this Agreement shall be kept confidential and shall not be disclosed or used for the benefit of either party or any third party.

10.05 **Relationship Of The Parties**

This Agreement does not constitute either party the agent of the other, or create a partnership, joint venture or similar relationship between the parties, and neither party shall have the power to obligate or bind the other party in any manner whatsoever.

## 10.06 Rights of First Negotiation and First Refusal

### (a) Right of First Negotiation

1. Subject to the terms and conditions of this Section 10.6, Sears agrees to grant to Viking Range, and hereby grants to Viking Range, and Viking Range hereby accepts from Sears, a right of first negotiation to purchase from Sears all right, title and interest in and to the Trade-mark Assets upon Viking Range's receipt of Notice from Sears of a Disposal Event. The Notice shall identify the relevant Trade-mark Assets.
2. Within thirty (30) days following the occurrence of any Disposal Event, but in no event less than ninety (90) days prior to the expiration of any applicable statutory renewal or maintenance deadline for the Trade-mark Assets or any express or implied abandonment of the Trade-mark Assets by Sears, as the case may be, Sears shall give Viking Range Notice of such Disposal Event, whereupon Viking Range shall have thirty (30) days in which to exercise its Right of First Negotiation by giving Sears Notice of such exercise. During the sixty (60) days immediately following Sears receipt of such Notice of exercise of Viking Range's Right of First Negotiation, the parties shall negotiate in good faith the terms and conditions under which Sears shall sell to Viking Range and Viking Range shall purchase from Sears all right, title and interest in and to the relevant Trade-mark Assets.
3. If, for any reason, Viking Range expressly declines to exercise the Right of First Negotiation or fails to exercise the Right of First Negotiation within the applicable (30) day period or, following the timely exercise of such Right of First Negotiation by Viking Range, the parties fail to reach a mutually acceptable agreement for Viking Range's purchase of the relevant Trade-mark Assets within the applicable sixty (60) day negotiation period, then, in any such event, Sears shall be free: (i) to sell, assign or otherwise transfer all right, title and interest in and to the relevant Trade-mark Assets to a third party, subject to Viking Range's Right of First Refusal (as defined in Section 10.06(b)(1)); (ii) not to renew, maintain or pay such official government fee required for the renewal or maintenance of the relevant Trade-mark Assets; or (iii) to abandon its rights in the relevant Trade-mark Assets.

### (b) Right of First Refusal

1. Subject to the terms and conditions of this Section 10.06, Sears agrees to grant to Viking Range, and hereby grants to Viking Range, and Viking Range hereby accepts from Sears, a right of first refusal to purchase from Sears all right, title and interest in and to the relevant Trade-mark Assets (the "Right of First Refusal") upon the same terms and conditions of any bona fide offer received by Sears from a third party other than an Affiliate in connection with a merger, reorganization or sale of substantially all of the assets of Sears.
2. If, during the Term, Sears receives a bona fide offer (an "Offer") from a third party other than an Affiliate in connection with a merger,

reorganization or sale of substantially all of the assets of Sears to purchase or otherwise acquire the Trade-mark Assets, and Sears, in its sole discretion, determines its wishes to entertain such Offer, then Sears shall promptly (but in no event more than thirty (30) days following Sears receipt of such Offer) give Viking Range Notice of such Offer and of all terms relating thereto and identify the relevant Trade-mark Assets. Viking Range shall have thirty (30) days from the date Viking Range receives such Notice in which to elect to purchase all right, title and interest in and to the relevant Trade-mark Assets under the same terms as set forth in the Offer. In the event Viking Range expressly declines or fails to exercise its Right of First Refusal to enter into such an agreement within the above-described thirty (30) day period, Sears will be free to enter into an agreement with the third party that submitted the Offer, provided such agreement contains no additional or different terms from those set forth in the Offer. If such agreement contains any additional or different terms from those set forth in the original Offer, Sears shall give Viking Range Notice of such additional or different terms and Viking Range shall have another thirty (30) days within which to elect to enter into an agreement with Sears under the terms set forth in such revised Offer.

3. **Free of Liens, Etc.**

Any sale of the Trade-mark Assets by Sears to Viking Range pursuant to this Section 10.06 shall be free and clear of any and all liens, licenses or other encumbrances.

4. **Binding on Affiliated Transferees**

The provisions of this Section 10.06 shall be binding upon the parties hereto and their respective successors and permitted assigns. Without limiting the generality of the preceding sentence, in the event of any sale, assignment or other transfer of the Trade-mark Assets to an Affiliate of Sears in connection with a merger, reorganization or sale of substantially all of the assets of Sears, the Trade-mark Assets shall be subject to the terms and conditions of this Article.

10.07 **Scope of the Agreement.** The geographic scope of this Agreement is expressly limited to Canada.

**ARTICLE 11 - Miscellaneous**

11.01 In the event that either party shall, at any time, waive any of its rights under this Agreement, or the performance by the other party of any of its obligations hereunder, such waiver shall not be construed as a continuing waiver of the same rights or obligations or a waiver of any other rights or obligations.

11.02 This Agreement and its Schedules constitutes the entire agreement between the parties hereto and, except as provided in Section 11.06, no modifications or revisions thereof shall be of any force or effect unless the same are in writing and executed by the parties.



- 11.03 Any provision of this Agreement which is or shall be determined to be invalid shall be ineffective, but such invalidity shall not affect the remaining provisions hereof. The titles to the sections herein are for convenience only and have no substantive effect.
- 11.04 This Agreement is binding upon the parties hereto, their Affiliates and any parent or subsidiary companies and their successors and assigns.
- 11.05 This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
- 11.06 In the event there is a change to Trade-mark Registration No. TMDA 47453, Sears will amend Schedule A by providing an amended Schedule A to Viking Range pursuant to the Notice provisions of Section 10.03. Schedules B, E and F may be amended by Viking Range providing an amended schedule to Sears pursuant to the Notice provisions of Section 10.03. Should Viking Range wish to amend Schedules C and/or D, Viking Range will submit a list of such additional products to Sears and such products will be added to the then current Schedules C and D upon written approval of Sears, such approval not to be unreasonably withheld. Subject to the limitations of Section 3.04(b), Schedule G may be amended by Sears by providing an amended Schedule G to Viking Range pursuant to the Notice provisions of Section 10.03.

#### **Article 12 - Dispute Resolution**


Pursuant to Sections 3.10(e), 4.02 and 7.02 of this Agreement, or in the event of any dispute arising under this Agreement or any alleged breach of the terms of this Agreement, the parties shall observe the following practices.

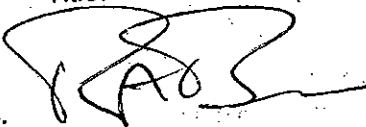
1. The parties will make only reasonable and material objections.
2. The objecting party shall provide Notice to the other party of the nature of the objection.
3. The Notice shall contain a detailed description of the objection, alleged breach and/or perceived problem and shall identify all Products, Subsidiary Products and Marketing Materials at issue.
4. The Notice shall reference the relevant provisions of this Agreement, which are involved in the objection.
5. The objecting party must make reasonably available a knowledgeable business representative to personally discuss the objection or problem with the other party. The representative designated by the objecting party will not be an attorney or legal advisor.
6. The party receiving the Notice will contact the designated representative within ten (10) business days of receipt of the Notice described herein.
7. The parties agree to work in good faith for a period of three (3) weeks to resolve the problem, breach or objection.

8. If a resolution is reached by the close of this three (3) week period, the objecting party will withdraw its objection and parties will consider the dispute concluded.
9. If the objection is not so withdrawn, the parties agree to refer the matter to a panel of three independent arbitrators to determine whether the objection is reasonable and well-supported. The parties shall jointly choose the members of the panel. In the event the parties cannot agree as to a panel of mediators, the parties shall each designate an independent arbitrator and the two independent mediators designated by the parties shall then jointly choose a third mediator to complete the panel.
10. The parties agree to cooperate with the panel and be bound by its determination which determination shall not be appealed by either party.
11. If the panel determines a party is in breach, the breaching party will cure the breach within fourteen (14) days of the panel's determination and will provide the non-breaching party of Notice of the cure. If the breaching party does not cure the breach within fourteen (14) days, the non-breaching party may immediately terminate the Agreement by providing Notice to the breaching party.

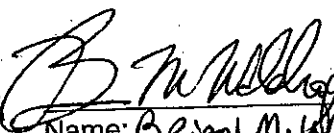
IN WITNESS WHEREOF the parties have caused this instrument to be executed as of the 19<sup>TH</sup> day of DECEMBER, 2002.

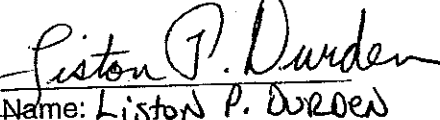
**SEARS CANADA INC.**

Per:   
Name: Rudolph Vezér  
Title: Secretary

Per:   
Name: Richard Brown  
Title: Senior Vice-President  
Strategic Initiative

**VIKING RANGE CORPORATION**

Per:   
Name: BRIAN M. WALDROP  
Title: CFO / Senior Vice President -  
FINANCE

Per:   
Name: Liston P. Darden  
Title: Senior Vice President -  
MARKETING

## SCHEDULE A

<u>Mark</u>	<u>Reg. No.</u>	<u>Registered</u>	<u>Country</u>
VIKING	TMDA 47453	September 10, 1929	Canada

### CURRENT LISTING OF GOODS

Electric and gas kitchen stoves; refrigerators, washing machines (electrical and otherwise), vacuum cleaners; electric home laundry equipment, namely, washers, dryers, electric food freezers; domestic automatic electric dishwashers – dryers and domestic electric and gas built-in ovens and surface cooking units; portable dishwashers, built-in dishwashers, convertible mobile dishwashers; outdoor, indoor and table-top barbecues; portable humidifiers and portable dehumidifiers.

## SCHEDULE B

### SCHEDULE OF VIKING RANGE TRADE-MARKS / SERVICE MARKS

COUNTRY	MARK	CLASS	GOODSERV	SERIAL NO	FILE DATE	REG NO	REG DATE
ARGENTINA	VIKING	11	ELECTRIC AND GAS OVENS, STOVES, COOKTOPS, COOKING EXHAUST HOODS, KITCHEN ACCESSORIES FOR COOKING; APPARATUS AND EQUIPMENT FOR R	2026865	3/25/96	1632934	5/19/97
ARGENTINA	VIKING	7	APPARATUS FOR CLEANING KITCHENS, INCLUDING DISHWASHERS, GARBAGE DISPOSALS AND TRASH COMPACTORS	2026864	3/25/96	1632935	5/19/97
AUSTRALIA	VIKING	11	GAS AND ELECTRIC OVENS, RANGES, COOKTOPS, COOKING EXHAUST HOODS, DISHWASHERS, GARBAGE DISPOSERS AND ACCESSORY APPLIANCES, REFFRI	679713	12/1/95	679713	12/7/98
AUSTRALIA	VIKING	7, 8, 9, 11, 21	CLASS (7) SMALL KITCHEN APPLIANCES, NAMELY ELECTRIC KNIVES, CAN OPENERS, PASTA MAKERS, FOOD PROCESSORS, BLENDERS, MIXERS, FOOD	793955	5/13/99	793955	1/8/99
AUSTRALIA	VIKING CULINARY ARTS CENTRE	35, 41	CLASS 35: RETAIL STORES OF COOKWARE, KITCHENWARE, SMALL KITCHEN APPLIANCES; DEMONSTRATION COOKING CLASSES, COOKING TECHNIQUES,	793957	5/13/99	793957	1/8/99
AUSTRIA	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS CLASS 11: ELECTRIC AND GAS OUTD	AM 390/2001	1/18/01	195795	5/31/01

Schedule "B" continued

COUNTRY	MARK	CLASS	GOODSERV	SERIAL NO	FILE DATE	REG NO	REG DATE
BANGLADESH	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS	N/A	4/27/02	N/A	
BENELUX	VIKING	37448	DISHWASHERS; GARBAGE DISPOSERS FOR KITCHEN USE; WASTE GRINDERS FOR KITCHEN USE, REFUSE COMPACTORS FOR KITCHEN USE; PARTS AND A	855419	9/12/95	580422	8/1/96
BRAZIL	VIKING	7	ELECTRIC COOKING DEVICES, GAS COOKING DEVICES, VENTILATION DEVICES, KITCHEN CLEANING DEVICES SUCH AS DISHWASHERS, GARBAGE DISPO	8.2E+08	6/13/97	N/A	
BRAZIL	VIKING	11	ELECTRIC COOKING DEVICES, GAS COOKING DEVICES, VENTILATION DEVICES, KITCHEN CLEANING DEVICES SUCH AS DISHWASHERS, GARBAGE DISPO	8.21E+08	6/13/97	N/A	
CHILE	VIKING	11	GAS AND ELECTRIC OVENS, STOVES, COOKTOPS, COOKING EXHAUST HOODS, COOKING APPARATUS, UTENSILS AND APPLIANCES; DISHWASHERS, GARBA	312864	7/10/95	464331	7/16/96
CHILE	VIKING	11	REFRIGERATORS APPLIANCES AND EQUIPMENT	336440	3/8/96	478547	1/30/97
CHILE	VIKING	7	CLEANING APPLIANCES SUCH AS DISHWASHERS AND COMPACTORS AND FOOD WASTE DISPOSERS	563150	3/20/02	639.587	8/20/02
CHINA	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS	3083323 3083322	1/29/02	N/A	

Schedule "B" Continued

COUNTRY	MARK	CLASS	GOODSERV	SERIAL NO	FILE DATE	REG NO	REG DATE
COLOMBIA	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS	N/A		N/A	
COSTA RICA	VIKING	11	CLASS 11: ELECTRIC AND GAS OUTDOOR COOKING GRILLS; ELECTRIC AND GAS RANGE EXHAUST HOODS; ELECTRIC AND GAS COOKING APPLIANCES, N	2000-000866 (IC 11)	11/10/00	4794-7978	10/4/01
COSTA RICA	VIKING	7	CLASS 11: ELECTRIC AND GAS OUTDOOR COOKING GRILLS; ELECTRIC AND GAS RANGE EXHAUST HOODS; ELECTRIC AND GAS COOKING APPLIANCES, N	2000-008667 (IC 7)	11/10/00	N/A	
CROATIA	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS CLASS 11: ELECTRIC AND GAS OUTD	Z2001013 6A	2/2/01	Z200101 36	10/22/01
CTM	VIKING	7, 8, 9, 11, 21	CLASS 7: SMALL KITCHEN APPLIANCES, NAMELY ELECTRIC KNIVES, CAN OPENERS, PASTA MAKERS, FOOD PROCESSORS, BLENDERS, MIXERS, FOOD G	1122266	3/30/99	1122266	8/30/99
CTM	VIKING CULINARY ARTS CENTER	35, 41	CLASS 35: RETAIL STORES OF COOKWARE, KITCHENWARE, SMALL KITCHEN APPLIANCES; PROVISION OF INFORMATION, ADVICE AND OF ASSISTANCE	1150689	4/23/99	N/A	

Schedule "B" Continued

COUNTRY	MARK	CLASS	GOODSERV	SERIAL NO	FILE DATE	REG NO	REG DATE
CTM (OHIM)	VIKING	11	ELECTRIC AND GAS OUTDOOR GRILLS	560797	6/18/97	N/A	
CYPRUS	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS	N/A		N/A	
CZECH REPUBLIC	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS CLASS 11: ELECTRIC AND GAS OUTD	163916	2/2/01	N/A	
DENMARK	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS CLASS 11: ELECTRIC AND GAS OUTD	VA- 2001 00068	1/9/01	VR 2001 01791	4/24/01
DOMINICAN REPUBLIC	VIKING	LOCAL CLASS 20	GAS AND ELECTRIC STOVES, OVENS, DISHWASHERS, GARBAGE DISPOSALS, TRASH COMPACTING MACHINES, REFRIGERATING APPLIANCES AND ITS ACC	94.151	8/2/97	94.151	12/15/97
DOMINICAN REPUBLIC	VIKING	LOCAL CLASS 34	EXHAUST AND VENTILATOR APPARATUS	101479	7/23/98	101479	10/15/98
DOMINICAN REPUBLIC	VIKING	LOCAL CLASS 38	GAS OVENS AND RANGES	95.232	10/30/97	95.232	2/15/98
ECUADOR	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS	N/A		N/A	



Schedule "B" Continued

COUNTRY	MARK	CLASS	GOODSERV	SERIAL NO	FILE DATE	REG NO	REG DATE
EGYPT	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS	149627 149628	3/16/02	N/A	
EL SALVADOR	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS	E-22207-2002 E-22208-2002	2/12/02	N/A	
ESTONIA	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS CLASS 11: ELECTRIC AND GAS OUTD	EE M 200100223	2/1/01	N/A	
FINLAND	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS CLASS 11: ELECTRIC AND GAS OUTD	T200100238	1/19/01	N/A	
FRANCE	VIKING	44388	ELECTRICAL DEVICES AND APPLIANCES FOR COOKING, CLEANING AND DESTROYING FOOD ALL SUCH CLEANING DEVICES AND APPLIANCES FOR USE IN	95/588174	9/15/95	95588174	11/22/96
GERMANY	VIKING	11	ELECTRIC AND GAS OVENS, STOVES, COOKTOPS, COOKING EXHAUST HOODS, EQUIPMENT FOR REFRIGERATION	39537378	9/12/95	395 37 377	6/7/96
GERMANY	VIKING	11	GARBAGE OR TRASH CANS, WASH BASINS, FAUCETS, TOILETS, I.E. ALL APPLIANCES BEING USED IN THE KITCHEN AND IN THE BATHROOM AND BEI	39537378	9/12/95	395 37 377	6/7/96
GERMANY	VIKING	7, 8, 91, 11, 21		302 00 913.2/11.	1/2/02	302 00 913	2/5/02

Schedule "B" Continued

COUNTRY	MARK	CLASS	GOODSERV	SERIAL NO	FILE DATE	REG NO	REG DATE
GREECE	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS CLASS 11: ELECTRIC AND GAS OUTD	146270	2/4/01	10446101	2/4/01
GUATEMALA	VIKING	7	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS	20001-1506	3/7/01	N/A	
GUATEMALA	VIKING	11	CLASS 11: ELECTRIC AND GAS OUTDOOR COOKING GRILLS; ELECTRIC AND GAS RANGE EXHAUST HOODS; ELECTRIC AND GAS COOKING APPLIANCES, N	20001-1507	3/7/01	111887	7/26/01
HONDURAS	VIKING	11	SMALL ELECTRICAL KITCHEN APPLIANCES, NAMELY WAFFLE IRONS, TOASTERS, ELECTRIC WOKS, STEAMERS, BREAD-MAKING MACHINES, AND ELECTRI	4.939/2000	3/23/00	N/A	
HONDURAS	VIKING	21	HOUSEHOLD UTENSILS AND ACCESSORIES FOR COOKING, CLEANING AND PREPARING FOOD, NAMELY POTS AND PANS, GRILLS, SPOONS FOR MIXING, S	4.937/2000	3/23/00	N/A	
HONDURAS	VIKING	8	TABLEWARE, NAMELY STERLING SILVER KNIVES, FORKS, AND SPOONS; CULINARY HAND TOOLS AND INSTRUMENTS, NAMELY KNIVES AND OTHER FOOD	4.936/2000	3/23/00	N/A	

Schedule "B" Continued

COUNTRY	MARK	CLASS	GOODSERV	SERIAL NO	FILE DATE	REG NO	REG DATE
HONDURAS	VIKING	7	SMALL KITCHEN APPLIANCES, NAMELY ELECTRIC KNIVES, CAN OPENERS, PASTA MAKERS, FOOD PROCESSORS, BLENDERS, MIXERS, FOOD GRINDERS,	4.934/2000	3/23/00	N/A	
HONDURAS	VIKING	9	MEASURING INSTRUMENTS FOR USE IN THE KITCHEN, NAMELY MEASURING SPOONS AND MEASURING CUPS; EGG TIMERS; CANDY AND MEAT THERMOMETE	4.938/2000	3/23/00	N/A	
HONG KONG	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS	07206/2002 07205/2002	5/18/02	N/A	
HUNGARY	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS CLASS 11: ELECTRIC AND GAS OUTD	M 01 00648	2/1/01	N/A	
ICELAND	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS CLASS 11: ELECTRIC AND GAS OUTD	400/2001	2/2/01	506/2001	5/3/01
INDIA	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS	N/A		N/A	
INDONESIA	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS	N/A		N/A	

Schedule "B" Continued

COUNTRY	MARK	CLASS	GOODSERV	SERIAL NO	FILE DATE	REG NO	REG DATE
IRELAND	VIKING	11	REFRIGERATION APPLIANCES AND EQUIPMENT AND PARTS AND FITTINGS FOR SUCH APPLIANCES AND EQUIPMENT	1404/96	2/23/96	174277	2/23/96
IRELAND	VIKING	11	GAS AND ELECTRIC OVENS, RANGES, COOKTOPS, COOKING EXHAUST HOODS; AND COOKING APPARATUS, UTENSILS AND APPLIANCES	7946/94	12/30/94	173196	12/30/94
IRELAND	VIKING	7	DOMESTIC CLEANING APPLIANCES INCLUDED IN CLASS 7; DISHWASHERS; COMPACTORS AND APPLIANCES FOR USE IN WASTE AND FOOD DISPOSAL, AL	174457	8/18/95	174457	8/18/95
ISRAEL	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS CLASS 11: ELECTRIC AND GAS OUTD	146307 146309	2/1/01	N/A	
ITALY	VIKING	37448	APPARATUS FOR CLEANING THE KITCHEN INCLUDING DISHWASHERS, GARBAGE DISPOSERS, AND TRASH COMPACTORS; GAS AND ELECTRIC OVENS, STOV	RM96C 001474	3/27/96	756276	8/26/98
JAPAN	VIKING	19	ALL GOODS IN OLD CLASS 19 FOR KITCHEN UTENSILS AND DAILY USE ARTICLES	4-41920	3/31/92	2649899	4/28/94
JORDAN	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS	66039 66040	3/10/02	N/A	

Schedule "B" Continued

COUNTRY	MARK	CLASS	GOODSERV	SERIAL NO	FILE DATE	REG NO	REG DATE
LATVIA	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS CLASS 11: ELECTRIC AND GAS OUTD	LV M-01/155	2/1/01	LV M 49311	4/20/02
LEBANON	VIKING	37448	CLASS 7: SMALL KITCHEN APPLIANCES, NAMELY ELECTRIC KNIVES, CAN OPENERS, PASTA MAKERS, FOOD PROCESSORS, BLENDERS, MIXERS, FOOD G	82921	3/21/00	82921	3/21/00
LITHUANIA	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS CLASS 11: ELECTRIC AND GAS OUTD	LT 20010252	2/13/01	N/A	
MALAYSIA	VIKING	11	GAS AND ELECTRIC OVENS, RANGES, COOKTOPS, COOKING EXHAUST HOODS, DISHWASHERS, GARBAGE DISPOSERS AND ACCESSORY APPLIANCES FOR KI	95/11265	10/20/95	N/A	
MALAYSIA	VIKING	11	REFRIGERATION APPLIANCES AND EQUIPMENT FOR KITCHEN USE	96/03520	4/5/96	N/A	
MEXICO	VIKING	11	GAS AND ELECTRIC OVENS, RANGES, COOKTOPS, COOKING EXHAUST HOODS, AND COOKING APPARATUS, UTENSILS AND APPLIANCES INCLUDED IN CLA	202333	6/16/94	500068	8/1/95
NEW ZEALAND	VIKING	11	GAS AND ELECTRIC OVENS, RANGES, COOKTOPS, EXHAUST HOODS; DISHWASHERS, GARBAGE DISPOSERS, AND ACCESSORY APPLIANCES RELATING TO C	253456	9/12/95	253456	9/12/95

Schedule "B" Continued

COUNTRY	MARK	CLASS	GOODSERV	SERIAL NO	FILE DATE	REG NO	REG DATE
NEW ZEALAND	VIKING	7	CLASS 7: SMALL KITCHEN APPLIANCES, NAMELY ELECTRIC KNIVES, CAN OPENERS, PASTA MAKERS, FOOD PROCESSORS, BLENDERS, MIXERS, FOOD G	305855-CL. 7	2/26/99	N/A	
NEW ZEALAND	VIKING	7, 8, 9, 11, 21	CLASS 8: TABLEWARE, NAMELY STERLING SILVER KNIVES, FORKS, AND SPOONS; CULINARY HAND TOOLS AND INSTRUMENTS, NAMELY KNIVES AND OT	305856-CL. 8 305857-CL. 9 305858- CL.11 305859- CL.21	2/26/99	305856-CL. 8 305857-CL. 9 305858- CL.11 305859- CL.21	2/26/06
NEW ZEALAND	VIKING	6	REFRIGERATORS, WASHING MACHINES, PETROL PUMPS AND MOTORS	38899			7/25/41
NEW ZEALAND	VIKING CULINAR Y ARTS CENTER	35, 41	CLASS 35: RETAIL STORES OF COOKWARE, KITCHENWARE, SMALL KITCHEN APPLIANCES; CLASS 41: TRAINING AND DEMONSTRATION IN THE USE OF	305860- CL.35 305861- CL.42	2/26/99	305860- CL.35 305861- CL.42	2/26/00
NICARAGUA	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS	2002/000499	3/5/02	N/A	
NORWAY	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS CLASS 11: ELECTRIC AND GAS OUTD	2001 01169	1/24/01	N/A	
PANAMA	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS	120339-01 120340-01	4/2/02	N/A	

Schedule "B" Continued

COUNTRY	MARK	CLASS	GOODSERV	SERIAL NO	FILE DATE	REG NO	REG DATE
PERU	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS	N/A		N/A	
PHILIPPINES	VIKING	11	DISHWASHERS, GARBAGE DISPOSERS, OVENS, COOKTOPS, RANGES, THEIR PARTS AND ACCESSORIES NOT INCLUDED IN OTHER CLASSES, COOKING EXH	118355	2/27/97	N/A	
PHILIPPINES	VIKING	7	DISHWASHERS, GARBAGE DISPOSERS, OVENS, COOKTOPS, RANGES, THEIR PARTS AND ACCESSORIES NOT INCLUDED IN OTHER CLASSES, COOKING EXH	118354	2/27/97	N/A	
POLAND	VIKING	37448	DISHWASHERS, GARBAGE DISPOSERS, TRASH GRINDERS, REFRIGERATION APPLIANCES THEREFOR, GAS AND ELECTRIC OVENS, RANGES, EXHAUST AND	Z175931	7/16/97	N/A	
PORTUGAL	VIKING	37448	GAS AND ELECTRIC OVENS, STOVES, COOKTOPS, COOKING EXHAUST HOODS, PARTS AND ACCESSORIES NOT INCLUDED IN OTHER CLASSES, REFRIGERA	316360	3/2/96	316360	5/6/98
RUSSIAN FEDERATION	VIKING	37448	DISHWASHERS, GARBAGE DISPOSALS, TRASH GRINDERS, REFRIGERATION APPLIANCES THEREFOR, GAS AND ELECTRIC OVENS, RANGES, EXHAUST AND	97710850	7/23/97	188904	7/23/97

Schedule "B" Continued

COUNTRY	MARK	CLASS	GOODSERV	SERIAL NO	FILE DATE	REG NO	REG DATE
SAUDI ARABIA	VIKING	11	GAS AND ELECTRIC OVENS, RANGES COOKTOPS, COOKING EXHAUST HOODS, REFRIGERATION EQUIPMENT SUCH AS REFRIGERATORS, FREEZERS AND ACC	28882	3/26/95	365/67	12/6/04
SAUDI ARABIA	VIKING	7	GAS AND ELECTRIC OVENS, RANGES COOKTOPS, COOKING EXHAUST HOODS, REFRIGERATION EQUIPMENT SUCH AS REFRIGERATORS, FREEZERS AND ACC	30564	8/21/95	382/17	5/2/96
SAUDI ARABIA	VIKING	7	REFRIGERATION EQUIPMENT SUCH AS REFRIGERATORS & FREEZERS, AND ACCESSORY APPLIANCES	305/64	8/21/95	382/17	8/21/95
SINGAPORE	VIKING	11	GAS AND ELECTRIC OVENS, RANGES, COOKTOPS, COOKER HOODS; PARTS AND FITTINGS FOR THE AFORESAID GOODS; ALL FOR KITCHEN USE AND/OR	8816/95	9/15/95	T 95/08816I	9/15/95
SINGAPORE	VIKING	11	GAS AND ELECTRIC OVENS, RANGES, COOKTOPS, COOKING EXHAUST HOODS, DISHWASHERS, GARBAGE DISPOSERS, AND ACCESSORY APPLIANCES	2056.96	3/2/96	T 96/02056H	3/5/96
SLOVAK REPUBLIC	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS CLASS 11: ELECTRIC AND GAS OUTD	0252-2001	2/2/01	N/A	
SLOVENIA	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS CLASS 11: ELECTRIC AND GAS OUTD	Z-2001 70167	2/1/01	2001 70167	2/1/01



Schedule "B" Continued

COUNTRY	MARK	CLASS	GOODSERV	SERIAL NO	FILE DATE	REG NO	REG DATE
SOUTH AFRICA	VIKING	7	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS	2001/1786	2/2/01	N/A	
SOUTH AFRICA	VIKING	37448	CLASS 11: ELECTRIC AND GAS OUTDOOR COOKING GRILLS; ELECTRIC AND GAS RANGE EXHAUST HOODS; ELECTRIC AND GAS COOKING APPLIANCES, N	2001/1787	2/2/01	N/A	
SOUTH KOREA	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS	40-2002-3866	1/24/02	N/A	
SPAIN	VIKING	7	ELECTRIC KITCHEN CLEAN-UP APPLIANCES, INCLUDING DISHWASHERS, GARBAGE DISPOSERS AND TRASH COMPACTORS	2.023.264	4/12/96	N/A	
SPAIN	VIKING	11	GAS AND ELECTRIC OVENS, RANGES AND COOKTOPS, COOKING EXHAUST HOODS, COMPONENTS OF THE AFORESAID GOODS NOT INCLUDED IN OTHER CLA	2430142	10/11/01	N/A	
SPAIN	VIKING	7	ELECTRIC KITCHEN CLEAN-UP APPLIANCES, INCLUDING DISHWASHERS, GARBAGE DISPOSERS AND TRASH COMPACTORS	2430141	10/11/01	N/A	
SPAIN	VIKING	11	GAS AND ELECTRIC OVENS, RANGES AND COOKTOPS, COOKING EXHAUST HOODS, COMPONENTS OF THE AFORESAID GOODS NOT INCLUDED IN OTHER CLA	2.023.265	4/12/96	N/A	

Schedule "B" Continued

COUNTRY	MARK	CLASS	GOODSERV	SERIAL NO	FILE DATE	REG NO	REG DATE
SWEDEN	VIKING	7, 8, 9, 11, 21	ELECTRICAL DEVICES AND APPLIANCES FOR COOKING, CLEANING AND DESTROYING FOOD, ALL SUCH CLEANING DEVICES AND APPLIANCES FOR USE I	99-3889	5/20/99	N/A	
SWITZER-LAND	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS CLASS 11: ELECTRIC AND GAS OUTD	00571/2001	1/19/01	486860	1/19/01
TAIWAN	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS	N/A		N/A	
THAILAND	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS	485754 485753	4/23/02	N/A	
TURKEY	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS	N/A		N/A	
U.K.	VIKING	11	CLASS 11: ELECTRIC AND GAS OUTDOOR COOKING GRILLS; ELECTRIC AND GAS RANGE EXHAUST HOODS; ELECTRIC AND GAS COOKING APPLIANCES, N	1530694	3/24/93	1530694	6/10/94
U.K.	VIKING	37448	KITCHEN CLEANING MACHINES; DISHWASHERS, GARBAGE DISPOSERS, TRASH COMPACTORS; PARTS AND FITTINGS; REFRIGERATING; HEATING AND COO	2058646	3/1/96	2058646	3/1/96

Schedule "B" Continued

COUNTRY	MARK	CLASS	GOODSERV	SERIAL NO	FILE DATE	REG NO	REG DATE
U.S.	VIKING	11	GAS AND ELECTRIC RANGE EXHAUST HOODS	790543	4/3/89	1565774	11/14/89
U.S.	VIKING	7, 9 and 11	CLASS 7: SMALL KITCHEN APPLIANCES, NAMELY ELECTRIC KNIVES, ELECTRIC CAN OPENERS, ELECTRIC PASTA MAKERS, ELECTRIC FOOD PROCESSOR	75/617,573	1/8/99	N/A	
U.S.	VIKING	11	GAS COOKING APPLIANCES; NAMELY RANGES, OVENS AND COOKTOPS	73/835,009	10/30/89	1598452	5/29/90
U.S.	VIKING	11	ELECTRIC AND GAS OUTDOOR COOKING GRILLS	75/214,926	12/18/96	2196439	10/13/98
U.S.	VIKING	7	KITCHEN CLEAN-UP APPLIANCES	74/801,390	6/4/92	1805114	11/16/93
U.S.	VIKING	11	ELECTRIC AND GAS OUTDOOR COOKING GRILLS	75/214,926	12/18/96	2196439	10/13/98
U.S.	VIKING	11	GAS RANGES	73/614351	8/12/86	1437211	4/21/87
U.S.	VIKING	37489	CLASS 8: TABLEWARE, NAMELY STERLING SILVER KNIVES, FORKS, AND SPOONS; CULINARY HAND TOOLS AND INSTRUMENTS, NAMELY KNIVES, HAND	75/981,142	1/8/99	N/A	
U.S.	VIKING	11	REFRIGERATORS	75/139,648	7/25/96	2196291	10/13/98
U.S.	VIKING	7	KITCHEN CLEAN-UP APPLIANCES; NAMELY COMPACTORS AND FOOD WASTE DISPOSERS	74/524,731	5/16/94	1885831	3/28/95
U.S.	VIKING	N/A	N/A	74/281,329	6/4/92	N/A	
U.S.	VIKING	11	ELECTRIC COOKING APPLIANCES; NAMELY, RANGES, OVENS AND COOKTOPS	74/281,330	6/4/92	1798615	10/12/93

Schedule "B" Continued

COUNTRY	MARK	CLASS	GOODSERV	SERIAL NO	FILE DATE	REG NO	REG DATE
U.S.	VIKING	11	REFRIGERATORS	75/139,648	7/25/96	2196291	10/13/98
U.S.	VIKING CULINARY ARTS CENTER	35, 41	CLASS 35: RETAIL STORES SERVICES IN THE FIELDS OF COOKWARE, KITCHENWARE, AND SMALL KITCHEN APPLIANCES; CLASS 41: TRAINING AND D	75/617,574	1/8/99	2373938	8/1/00
UKRAINE	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS	UA 2002 020 772	2/6/02	N/A	
UNITED ARAB EMIRATES	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS	46475 (Class 7) 46476 (Class 11)	3/4/02	N/A	
VENEZUELA	VIKING	11	OVENS, COOKTOPS, RANGES, PARTS AND ACCESSORIES NOT INCLUDED IN OTHER CLASSES, COOKING EXHAUST HOODS	94-017267	12/27/94	P204817	5/8/98
VENEZUELA	VIKING	7	DISHWASHERS AND GARBAGE DISPOSALS	95-000432	1/17/96	P204822	5/8/98
VIETNAM	VIKING	37448	CLASS 7: KITCHEN CLEAN-UP APPLIANCES, NAMELY DISHWASHERS, COMPACTORS, AND FOOD WASTE DISPOSERS	4-2002- 02296	4/26/02	N/A	

## **SCHEDULE C**

### **PRODUCTS**

Electric and gas outdoor cooking grills; electric and gas range exhaust hoods; electric and gas cooking appliances, namely ranges, ovens and cooktops; refrigerators; dishwashers and cleaning appliances; compactors and food waste disposers

## **SCHEDULE D**

### **SUBSIDIARY PRODUCTS**

Small kitchen appliances, namely electric can openers, coffee makers and toaster ovens, electric pastamakers, electric food processors, blenders, electric mixers, electric food grinders, and electric slicers. Tableware, namely knives, forks, and spoons; culinary hand tools and instruments, namely knives.

Small electrical kitchen appliances, namely toasters, woks, and steamers.

Household utensils and accessories for cooking, cleaning and preparing food, namely pots and pans, grills, and chopping blocks.

## SCHEDULE E

### VIKING RANGE REPRESENTATIVES IN CANADA

**\*Western Canada**

(includes Alberta, British Columbia, Manitoba, Northwest Territories, Nunavut, Saskatchewan, Yukon and three counties in Ontario - Kenora, Rainy River and Thunder Bay)

Northern Pacific Appliance Distributing  
7595 Lowland Drive  
Burnaby, British Columbia  
V5J 5L1  
Canada

Phone: 604-291-6577  
Fax: 604-291-9572

email: [mkipp@northernpacificdist.com](mailto:mkipp@northernpacificdist.com)

**\*Eastern Canada** - same company with different names for Quebec/Eastern Canada and Ontario  
(remainder of Canada not covered by Northern Pacific)

**Montreal Office** Amiel, Ltd. (Les Distributions Amiel Ltee)  
1645, Autoroute Laval (440 Ouest)  
Chomedey, Laval, Quebec  
H7L 3W3  
Canada

Phone: 450-687-6311  
Fax: 450-682-7943

email: [amiel.commandes@sympatico.com](mailto:amiel.commandes@sympatico.com)

**Toronto Office** Distinctive Appliances Inc.  
6358 Viscount Road  
Mississauga, Ontario  
L4V 1H3  
Canada

Phone: 905-565-0800  
Fax: 905-565-0777

email: [m1benoit@hotmail.com](mailto:m1benoit@hotmail.com)

**SCHEDULE F**

**SCHEDULE OF VIKING RANGE LOGOS AND FONTS**

*See Attached*



SCHEDULE F

LIST OF VIKING RANGE LOGOS AND FONTS



## SCHEDULE G

### SEARS OUTLETS IN CANADA PERMITTED TO DISPLAY, MARKET AND SELL PRODUCTS AND SUBSIDIARY PRODUCTS

#### "SELECT" STORES

	<u>UNIT</u>	<u>NAME</u>	<u>CLUSTER</u>
1.	ST1011	OTTAWA-CARLINGWOOD	SELECT
2.	ST1014	ST. CATHARINES	SELECT
3.	ST1015	OTTAWA-ST. LAURENT	SELECT
4.	ST1017	WINDSOR	SELECT
5.	ST1018	PLACE LAURIER	SELECT
6.	ST1081	MISSISSAUGA	SELECT
7.	ST1087	ANJOU	SELECT
8.	ST1088	TORONTO-NEWMARKET	SELECT
9.	ST1093	HAMILTON-LIMERIDGE	SELECT
10.	ST1094	LAVAL	SELECT
11.	ST1110	TEC (ex Eatons)	SELECT
12.	ST1111	YORKDALE (ex-Eatons)	SELECT
13.	ST1112	POLO PARK (ex-Eatons)	SELECT
14.	ST1113	RIDEAU CENTRE (ex-Eatons)	SELECT
15.	ST1114	CALGARY Downtown (ex Eatons)	SELECT
16.	ST1115	PACIFIC CENTRE (ex-Eatons)	SELECT
17.	ST1305	POINTE CLAIRE	SELECT
18.	ST1308	SCARBOROUGH	SELECT
19.	ST1322	FAIRVIEW	SELECT
20.	ST1323	ERIN MILLS	SELECT
21.	ST1329	SHERWAY	SELECT
22.	ST1410	EDMONTON - KINGSWAY	SELECT
23.	ST1425	SOUTHCENTRE	SELECT
24.	ST1429	SOUTHGATE	SELECT
25.	ST1818	VICTORIA	SELECT

**SEARS FURNITURE & APPLIANCES STORE LISTING**

<b>ONTARIO</b>						
<b>STORE #</b>	<b>STORE</b>	<b>PHONE</b>	<b>FAX #</b>	<b>TOLL FREE #</b>	<b>STORE ADDRESS</b>	<b>PC</b>
1338	Burlington	(905) 631-9655	(905) 631-0527	1-800-350-5440	1035 Plains Rd. East	L7T 4K1
1343	Barrie	(705) 727-9287	(705) 733-8007	1-877-727-9287	42 Caplan Ave., Unit A	L4M 4S7
1353	London	(519) 649-2796	(519) 649-5414		784 Wharncliffe Rd.	N6J 2N4
1336	Ancaster	(905) 304-1440	(905) 304-0181	1-800-358-5537	45 Legend Court	L9K 1J3
1364	Kingston	(613) 634-9203	(613) 634-2659		646 Gardiner's Road, Unit #1	K7M 3X9
1361	Ottawa (Pinecrest)	(613) 820-5551 Before 10:00 a.m. call (613) 820-5108	(613) 820-2994		2685 Iris Street	K2C 3S4
1367	Kitchener	(519) 650-3993	(519) 650-1361	1-800-379-4479	130 Gateway Park Drive	N2P 2J4
1369	Belleville	(613) 961-1233	(613) 961-1235		110 Bell Blvd.	K8P 3E1
1395	Windsor	(519) 967-0121	(519) 250-9787		3051 Legacy Park Drive	N8W 5S6
1365	Ottawa (East)	(613)741-8383	(613)741-6865		1491 Innes Road	K1B 1C5

<b>TORONTO</b>						
<b>STORE #</b>	<b>STORE</b>	<b>PHONE</b>	<b>FAX #</b>	<b>TOLL FREE #</b>	<b>STORE ADDRESS</b>	<b>PC</b>
1393	Whitby	(905) 579-4048	(905) 728-6799	1-800-336-8073	1629 Victoria St. East	L1N 9W4
1335	Brampton	(905) 455-1255	(905) 455-6584		535 Steeles Ave. E.	L6W 4S2
1342	Woodbridge	(905) 850-6406	(905) 850-3390		2 Chrislea Rd.	L4L 8V1
1345	Newmarket	(905) 830-0049	(905) 953-9643		17700 Yonge St., Unit # 1	L3Y 8A8
1340	Markham	(905) 881-6600	(905) 881-9166		2900 Steeles Ave E.	L3T 4X1
1358	Allen Road	(416) 398-9947	(416) 398-6331		1100 Sheppard Ave. W.	M3K 2B3
1354	Scarborough	(416) 332-8577	(416) 332-9708		27 William Kitchen Rd.	M1P 5B7
1366	Mississauga	(905) 820-6801	(905) 607-9781		3050 Vega Blvd., Unit #8	L5L 5X8
1341	Richmond Hill	(905) 762-0870	(905) 762-0884		45 Red Maple Street	L4B 4M6
1362	Sherway/ Etobicoke	(416) 695-3888	(416) 626-8242	(647) 227-1362 (cell)	30 Boncer Drive	M9C 5L4

**SEARS FURNITURE & APPLIANCES STORE LISTING**

<b>QUEBEC</b>						
<b>STORE #</b>	<b>STORE</b>	<b>PHONE</b>	<b>FAX #</b>	<b>TOLL FREE #</b>	<b>STORE ADDRESS</b>	<b>PC</b>
1349	Pointe Claire	(514) 694-3984	(514) 428-4121		2325-2365 Route Transcanadienne	H9R 5Z5
1348	Laval	(450) 682-0495	(450) 682-1156		4000 Autoroute 440 Ouest	H7T 2H6
1347	Anjou	(514) 254-4213	(514) 254-7540		6875-75 Jean-Talon Street E.	H1S 1N2
1352	Quebec City	(418) 260-9084	(418) 260-9097		1700 Rue Bouvier	G2K 1N8
1346	St Bruno	(450) 653-4064	(450) 441-6177		1155 des Promenade	J3V 5V8
1351	Brossard	(450) 678-9066	(450) 678-4527		8505 Taschereau Blvd.	J4Y 1A4
1360	Sherbrooke	(819) 564-3010	(819) 564-4426		3350 Portland Blvd.	J1L 2A6
1359	Trois Rivieres	(819) 379-0992	(819)-379-1353		2950 Boulevard des Recollets	G9A 6J2
1356	La Salle	(514) 365-5070	(514) 365-7598		7101 Boulevard Newman	H8N 1X1
1350	LaChenaie	(450)654-9966	(450)654-6451		830 Montee Des Pionniers	J6V 1N9

<b>BRITISH COLUMBIA</b>						
<b>STORE #</b>	<b>STORE</b>	<b>PHONE</b>	<b>FAX #</b>	<b>TOLL FREE #</b>	<b>STORE ADDRESS</b>	<b>PC</b>
1355	Langley	(604) 533-0788	(604) 533-2368		20015 Langley Bypass # 130	V3A 8R6
1344	Richmond	(604) 279-5532	(604) 279-1519		2633 Sweden Way, Unit # 110	V6V 2Z6
1376	Kelowna	(250) 763-7179	(250) 763-4247		2271 Harvey Avenue, Unit 1405	V1Y 6H2
1375	Victoria	(250) 380-7100	(250) 380-7180		Island Home Centre - 800 Tolmie Ave.	V8X 3W4
1372	Abbotsford	(604) 852-9222	(604) 852-9202		1425 Sumas Way	V2S 8M9

<b>ALBERTA</b>						
<b>STORE #</b>	<b>STORE</b>	<b>PHONE</b>	<b>FAX #</b>	<b>TOLL FREE #</b>	<b>STORE ADDRESS</b>	<b>PC</b>
1357	Calgary South	(403) 212-8910	(403) 212-1220		70 Glendeer Circle S.E.	T2H 2Z7
1370	Calgary North	(403) 220-9109	(403) 220-1729		3630 Brentwood Road N.W., Suite 500	T2L 1K8
1373	Calgary Sunridge	(403)219-0320	(403)-219-0391		3350 Sunridge Way N.E.	T1Y 7K9

<b>MANITOBA</b>						
<b>STORE #</b>	<b>STORE</b>	<b>PHONE</b>	<b>FAX #</b>	<b>TOLL FREE #</b>	<b>STORE ADDRESS</b>	<b>PC</b>
1398	Winnipeg	(204) 779-1999	(204) 779-2180		1450 Ellice Avenue	R3G 0G4

**SEARS FURNITURE & APPLIANCES STORE LISTING**

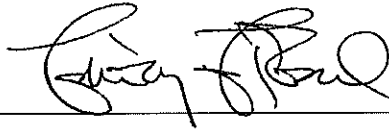
<b>SASKATCHEWAN</b>						
<i>STORE #</i>	<i>STORE</i>	<i>PHONE</i>	<i>FAX #</i>	<i>TOLL FREE #</i>	<i>STORE ADDRESS</i>	<i>PC</i>
1378	Saskatoon	306-955-8530	306-955-8528		810 Circle Drive East	S7K 3T8

<b>NOVA SCOTIA</b>						
<i>STORE #</i>	<i>STORE</i>	<i>PHONE</i>	<i>FAX #</i>	<i>TOLL FREE #</i>	<i>STORE ADDRESS</i>	<i>PC</i>
1380	Halifax	(902) 450-2700 Before 9:00 am call (902) 450-2709	(902) 450-2712		192 Chain Lake Drive	B3S 1C5

<b>NEW BRUNSWICK</b>						
<i>STORE #</i>	<i>STORE</i>	<i>PHONE</i>	<i>FAX #</i>	<i>TOLL FREE #</i>	<i>STORE ADDRESS</i>	<i>PC</i>
1368	Moncton	(506) 388-0200	(506) 388-0211		75 Trinity Drive	E1G 2J7

TAB C

This is Exhibit "C" referred to in the Affidavit of Timothy J. FitzGerald, sworn before me this day of October, 2017.

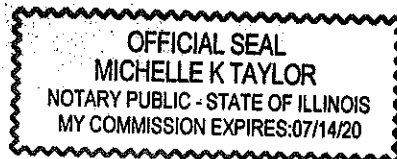


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State of Illinois County of DuPage  
On this 14th day of October, 2017,  
Timothy FitzGerald  
personally appeared before me, and proved to me through  
satisfactory evidence of identification, which were DL,  
to be the person whose name is signed on the preceding or  
attached document in my presence.

---

MICHELLE K TAYLOR, Notary Public  
My Commission Expires July 14, 2020





**TELECOPIER/FACSIMILE MESSAGE**

**DATE: July 21, 2011**

**PLEASE DELIVER TO:**

**NAME:** VICE-PRESIDENT, MARKETING

**COMPANY:** VIKING RANGE CORPORATION

**FAX NO.** (662) 453-7937 **No. of Pages: 2**  
(662) 453 7939 **(including cover)**

**FROM:** David Taylor  
Sears Canada Inc.  
Legal Department  
Tel: (416) 941-4415  
Fax: (416) 941-2321

**Message:**

**Re: License Agreement between Sears Canada Inc. and Viking Range Corporation**

Please see attached letter from the Legal Department of Sears Canada Inc.

THIS TELECOPY IS CONFIDENTIAL AND MAY ALSO BE PRIVILEGED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE NOTIFY US BY TELEPHONE AND EITHER RETURN THE TELECOPY TO US BY MAIL OR DESTROY IT. WE WILL REIMBURSE YOU FOR ANY POSTAGE.

**\*\*IF YOU HAVE NOT RECIEVED ALL PAGES, OR A CLEAR COPY OF THIS FAX, PLEASE CALL Jennifer Green at (416) 941-4526\*\***





EXECUTIVE OFFICES

July 21, 2011

VIA COURIER and FACSIMILE

Viking Range Corporation  
Attention: Vice President, Marketing  
111 Front Street  
Greenwood, Mississippi  
38930 U.S.A.  
Fax: (662) 453-7937

Dear Sir/Madam:

Re: License Agreement (the "Agreement") between Sears Canada Inc. and  
Viking Range Corporation – Confirmation of Termination

---

Pursuant to the letter from Sears Canada Inc. ("Sears Canada") to Viking Range Corporation ("Viking") dated May 4, 2009, Sears Canada has given Viking notice under Article 5 of the Agreement that the Agreement shall terminate on December 19, 2012.

We look forward to entering into discussions with Viking in the coming months concerning the terms and conditions of a new License Agreement.

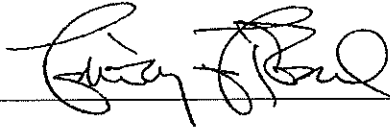
Kindly acknowledge receipt of Sears Canada's notice of termination at your earliest convenience.

Yours truly,

David Taylor  
Associate Vice-President, Senior Legal Counsel  
Phone: (416) 941-4415  
Fax: (416) 941-2321  
david.taylor@sears.ca

# TAB D

This is Exhibit "D" referred to in the Affidavit of Timothy J. FitzGerald, sworn before me this day of October, 2017.



---

State of Illinois County of DuPage  
On this 14<sup>th</sup> day of October 2017.  
Timothy FitzGerald  
personally appeared before me, and proved to me through  
satisfactory evidence of identification, which were DK,  
to be the person whose name is signed on the preceding or  
attached document in my presence.

---

MICHELLE K TAYLOR, Notary Public  
My Commission Expires July 14, 2020



ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE MR.

)

THURSDAY, THE 13<sup>th</sup>

JUSTICE HAINEY

)

DAY OF JULY, 2017

)



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 SEARS CANADA INC., CORBEIL  
ÉLECTRIQUE INC., S.L.H. TRANSPORT INC., THE CUT INC.,  
SEARS CONTACT SERVICES INC., INITIUM LOGISTICS  
SERVICES INC., INITIUM COMMERCE LABS INC., INITIUM  
TRADING AND SOURCING CORP., SEARS FLOOR  
COVERING CENTRES INC., 173470 CANADA INC., 2497089  
ONTARIO INC., 6988741 CANADA INC., 10011711 CANADA  
INC., 1592580 ONTARIO LIMITED, 955041 ALBERTA LTD.,  
4201531 CANADA INC., 168886 CANADA INC., AND 3339611  
CANADA INC.

(each, an “**Applicant**”, and collectively, the “**Applicants**”)

**SISP APPROVAL ORDER**

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. c-36, as amended (the “**CCAA**”) for an order, *inter alia*, approving the Sale Process (as defined below) and certain related relief, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of the Applicants, the Affidavit of Billy Wong sworn July 5, 2017 including the exhibits thereto (the “**Second Wong Affidavit**”), the First Report of FTI Consulting Canada Inc., in its capacity as Monitor (the “**Monitor**”) filed, and on hearing the submissions of respective counsel for the Applicants, counsel to the Monitor, counsel to the Board of Directors and the Special Committee of the Board of Directors of Sears Canada Inc., counsel to Wells Fargo Capital Finance Corporation Canada as administrative agent under the DIP ABL

Credit Agreement, counsel to GACP Finance Co., LLC as administrative agent under the DIP Term Credit Agreement,, and such other counsel as were present, no one else appearing although duly served as appears from the Affidavits of Service of Sonja Pavic sworn July 6, 2017 filed:

### **SERVICE AND DEFINITIONS**

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS that any capitalized term used and not defined herein, shall have the meaning ascribed thereto in the Initial Order in these proceedings dated June 22, 2017, as amended (the “**Initial Order**”) or the Sale Process, as applicable.

### **APPROVAL OF THE SALE PROCESS**

3. THIS COURT ORDERS that the Sale Process attached hereto as Schedule “A” (the “**Sale Process**”) is hereby approved. The Applicants, the Monitor and the Financial Advisor are hereby authorized and directed to take any and all actions as may be necessary or desirable to implement and carry out the Sale Process, subject to the milestones contained in the Definitive Documents (as defined in the Initial Order), in order to select one or more Successful Bids which shall be consummated no later than October 25, 2017 or such other later date as agreed to by the Applicants, the Monitor and the DIP Lenders or as otherwise ordered by the Court.
4. THIS COURT ORDERS that the Applicants shall, unless otherwise ordered by the Court or agreed to by the Monitor and the DIP Lenders, by no later than September 27, 2017 seek bids for the liquidation of inventory and FF&E not otherwise included in a Successful Bid(s) (as defined in the Sale Process), if any, with such liquidation(s) to commence no later than November 1, 2017.
5. THIS COURT ORDERS that nothing in this Order or the approval of the Sale Process shall affect the rights and remedies of any party to an agreement with any of the Applicants affecting lands or premises in which Sears Canada has an interest, including without limitation any lease, any operating agreement, any agreement containing an option or right of first refusal (or other similar right) (such right, a “**ROFR**”) (“**Property Agreements**”) and all rights and remedies of the Applicants and counterparties to any Property Agreements are reserved and shall remain

unaffected by this Order or the approval of the Sale Process. For greater certainty, the rights and remedies and protections in favour of counterparties that are reserved and unaffected herein, (whether statutory, contractual or at common-law), if any, including any right to receive full disclosure of information and documentation from the Applicants, the Financial Advisor and the Monitor relating to the Sale Process, including but not limited to the allocation of the purchase price for the property(ies) subject to the ROFR(s) in that particular counterparty's favour, and the allocation for all property that is subject to any *en bloc* offer to which it may form a part, or be related to by way of condition or otherwise.

6. THIS COURT ORDERS that:

- (a) by no later than August 4, 2017, on the request of a holder of a Property Agreement, the Applicants shall advise such holder whether the Applicants intend to take the position that the ROFRs subject to such request are no longer in force; and
- (b) if the Applicants have received a Binding Bid in the Sale Process for an Asset that is the subject of a ROFR under a Property Agreement from a bidder (a "**ROFR Bidder**") and the Applicants take the position that the ROFR will not be triggered by such Binding Bid, then the Applicants will provide written notice to the relevant holder of the applicable Property Agreement as follows:
  - (i) if such holder is not a bidder in the Sale Process for such Asset, by September 8, 2017; and
  - (ii) if such holder is a bidder in the Sale Process for such Asset, then once the Applicants have elected to proceed with the transaction with the ROFR Bidder, and in any event, no later than September 25, 2017. The Applicants shall serve materials in connection with such Asset sale to any party other than such holder by September 26, 2017.

7. THIS COURT ORDERS that each of the Applicants and their respective affiliates, partners, employees, and agents and the Monitor and the Financial Advisor and their respective affiliates, partners, directors, employees, and agents shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection or as a result of performing their duties under the Sale Process, except to the extent of such losses, claims,

damages or liabilities resulting from gross negligence or willful misconduct of the Applicants, the Monitor or the Financial Advisor, as applicable, as determined by this Court.

8. THIS COURT ORDERS that, in connection with the Sale Process and pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Applicants, the Financial Advisor and the Monitor are authorized and permitted to disclose personal information of identifiable individuals to prospective investors, financiers, purchasers or bidders and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more investment, finance or sale transaction (each, a “**Transaction**”). Each prospective investor, financier, purchaser, or bidder to whom such information is disclosed shall maintain and protect the privacy of such information and shall limit the use of such information to its evaluation of the Transaction, and if it does not complete a Transaction, shall: (i) return all such information to the Applicants or the Monitor; or (ii) destroy all such information that is not electronically stored and, in the case of such information that is electronically stored, destroy all such information to the extent it is reasonably practical to do so. The purchaser in any Transaction shall be entitled to continue to use the personal information provided to it, and related to the property purchased, in a manner which is in all material respects identical to the prior use of such information by the Applicants, and shall return all other personal information to the Applicants or the Monitor, or ensure that all other personal information is destroyed.

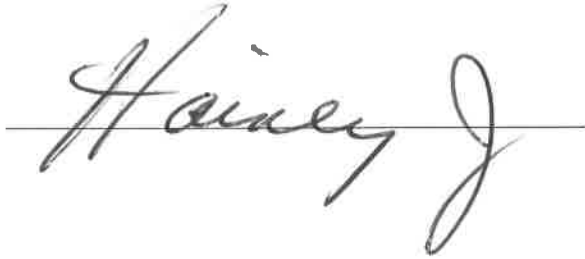
9. THIS COURT ORDERS that at any time during the Sale Process, the Monitor, the Applicants or the DIP Lenders may apply to the Court for directions with respect to the Sale Process.

#### **GENERAL**

10. THIS COURT ORDERS that this Order shall have full force and effect in all provinces and territories in Canada.

11. THIS COURT HEREBY REQUESTS the aid and recognition of any Court, tribunal, regulatory or administrative bodies, having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist the Applicants, the Monitor and their respective 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, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

A handwritten signature in cursive script, appearing to read "Hainey J.", written over a horizontal line.

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

JUL 18 2017

PER / PAR:

A small, handwritten mark or signature, possibly initials, written in cursive.



**SCHEDULE "A"**  
**SALE PROCESS**

(See attached)

# Schedule "A" Sale Process

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On June 22, 2017, Sears Canada Inc. and certain of its subsidiaries (collectively, "**Sears Canada**") sought and obtained protection under the *Companies' Creditors Arrangement Act* (the "**CCAA**") pursuant to an initial order (the "**Initial Order**") granted by the Ontario Superior Court of Justice (Commercial List) (the "**Court**"). The Initial Order contemplates Sears Canada pursuing all avenues of refinancing, restructuring, selling and reorganizing their Business and Property (each as therein defined) subject to prior approval of the Court.

## Sale and Investment Solicitation Process

1. This sale and investment solicitation process (the "**Sale Process**") sets out the manner in which (i) bids and proposals for a broad range of transaction alternatives including investment proposals involving the Business, Property, assets (the "**Assets**") and/or leases (the "**Leases**") of Sears Canada, whether *en bloc* or any portion(s) thereof, will be solicited from interested parties, (ii) any Binding Bids, Binding Lease Modification Proposals and Binding Lease Surrender Proposals (each as defined below) received will be considered and negotiated with interested parties, (iii) any Binding Bids, Binding Lease Modification Proposals and Binding Lease Surrender Proposals as subsequently negotiated, may be selected as Successful Bid(s) (as defined below), and (iv) the Court's approval of such Successful Bid(s) will be sought, with an anticipated completion date of all transactions by no later than October 25, 2017.
2. The Sale Process shall be conducted by BMO Nesbitt Burns Inc. ("**BMO Capital Markets**", the "**Sale Advisor**") on behalf of Sears Canada and under the supervision, review and approval of both the Special Committee of the Board of Directors of Sears Canada Inc. (the "**Special Committee**") and FTI Consulting Canada Inc. in its capacity as court-appointed monitor of Sears Canada (the "**Monitor**"). References to Sears Canada throughout this Sale Process shall mean the Special Committee in circumstances where the integrity of this Sale Process so requires (as determined by the Special Committee or any of the advisors, the Sale Advisor or the Monitor).
3. Parties who wish to have their bids or proposals considered with respect to the Business, Assets and/or Leases, whether as a whole or any portions thereof, shall participate in this Sale Process in accordance with the procedures set out herein.
4. The sale of the Business, Assets and/or Leases will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by Sears Canada, the Sale Advisor, the Monitor or any of their respective agents or estates, except to the extent set forth in a definitive transaction agreement executed by Sears Canada in accordance with this Sale Process.
5. For the purpose of this Sale Process, the term "Landlord" shall include landlords under real property leases and occupancy agreements for any of the Applicants' leased premises.

## Solicitation Process

6. The Sale Process will be conducted as follows:
- a. The Sale Advisor and Sears Canada with the assistance of its advisors and in consultation with and under the supervision of the Monitor will:
    - (i) prepare a form of non-disclosure agreement acceptable to the Monitor ("**NDA**") to be executed by interested parties;
    - (ii) prepare forms of transaction documents to be used by interested parties in submitting bids and proposals to Sears Canada, the form and substance of such transaction documents to be acceptable to the Monitor after consultation with the DIP ABL Lenders and DIP Term Lenders (as defined in the Initial Order, and together the "**DIP Lenders**") (the "**Transaction Documents**");
    - (iii) solicit interest from parties to enter into NDAs, and begin analyzing the transaction alternatives;
    - (iv) require that all potential bidders that wish to participate in the Sale Process must sign an NDA in form acceptable to Sears Canada and the Monitor prior to participation in the Sale Process, provided however that a Landlord need not sign an NDA to submit a Binding Lease Modification Proposal or a Binding Lease Surrender Proposal; and
    - (v) provide potential bidders who have executed an NDA with access to an electronic data room of due diligence information.
  - b. Landlords may submit to the Sale Advisor Binding Lease Modification Proposals (as defined below) in connection with existing Leases or occupancy agreements to which they are a party. It is recommended that any such proposals be received in binding form on or before 5:00 p.m. Eastern Daylight Time on August 15, 2017 (the "**Binding Lease Modification Proposal Deadline**"), with a contemporaneous copy delivered to the Monitor, but in no event later than August 31, 2017;
  - c. Parties interested in pursuing a transaction must submit binding offers based on the relevant forms of Transaction Documents including the items set out in paragraph 8 below (a "**Binding Bid**") by 5:00 p.m. Eastern Daylight Time on August 31, 2017 (the "**Binding Bid Deadline**") to the attention of the Sale Advisor as set out below, with a contemporaneous copy delivered to the Monitor. Landlords may submit to the Sale Advisor proposals to have Sears Canada surrender existing leases to which they are a party (a "**Binding Lease Surrender Proposal**") provided that all such proposals must be received in binding form on or before the Binding Bid Deadline, with a contemporaneous copy delivered to the Monitor; and
  - d. Subject to the terms set forth herein, following the Binding Bid Deadline and the Binding Lease Modification Proposal Deadline, Sears Canada and its advisors, in consultation with the Monitor and the DIP Lenders, may seek to negotiate final terms with one or more parties, and may select one or more Successful Bid(s) subject to the approval of the Court, all in accordance with the timeline set out in the process letter, which shall be in a form acceptable to the Monitor and the DIP Lenders, to be delivered by the Sale Advisor to interested parties.
  - e. The Sale Advisor shall advise prospective bidders that if a Binding Bid will be submitted for one or more Assets or Leases that are subject to an agreement which may or may not

contain restrictions in the nature of a right of first refusal, option to purchase or similar right, the beneficiary of such agreement(s) reserves all rights and remedies in respect of such agreement(s). The contents of this paragraph 6(e) shall be placed in the data room for any Asset that is subject to a ROFR.

7. The Sale Advisor may, in consultation with Sears Canada and the Monitor, and subject to the terms of the Definitive Documents (as defined in the Initial Order), engage local market leasing agents or real estate brokers to solicit Binding Bids for discrete Assets or assignments of Leases.

#### Submission of Binding Offers

8. In order for a bid to be considered a Binding Bid, it shall comply with the following:
- (i) it shall contain:
    - a. duly executed Transaction Documents;
    - b. the identity and contact information of the bidder and the identities of each person or entity that will be sponsoring or participating in such bid, including direct and indirect owners;
    - c. a blackline showing changes to the relevant Transaction Documents provided to the interested party by Sears Canada; and
    - d. evidence of authorization and approval to submit and consummate the bid from the bidder's board of directors (or comparable governing body);
  - (ii) it includes a letter stating that the bid is irrevocable for a period of at least 20 business days after the Binding Bid Deadline;
  - (iii) it provides written evidence of a firm, irrevocable financial commitment for all required funding or financing in connection with the bid;
  - (iv) if applicable, a separate Transaction Document that includes a separate allocation of value to each individual Asset or Lease subject to the bid that is the subject of a valid and enforceable right of first refusal, option to purchase or similar right;
  - (v) it is accompanied by a cash deposit (the "**Deposit**") of 10% of the total cash purchase price contemplated by such bid, which shall be paid to the Monitor by wire transfer (to a bank account specified by the Monitor) and held in trust in accordance with this Sale Process;
  - (vi) it does not include any request for or entitlement to any break fee, expense reimbursement or similar type of payment;
  - (vii) it is not conditional upon:
    - a. the outcome of unperformed due diligence by the bidder, and/or
    - b. obtaining financing; and
  - (viii) it is received by the Binding Bid Deadline.
9. A Binding Lease Modification Proposal and a Binding Lease Surrender Proposal shall comply with the following:
- (i) it shall contain:
    - a. duly executed relevant Transaction Documents;
    - b. the identity and contact information of the Landlord contact person;

- c. a blackline showing changes to the relevant Transaction Documents provided to the interested party by Sears Canada; and
  - d. evidence of authorization and approval to submit and consummate the proposal from the Landlord's board of directors (or comparable governing body) or confirmation that such authorization and approval is not required for the Binding Lease Modification Proposal or Binding Lease Surrender Proposal, as applicable, to be binding on such Landlord;
- (ii) it includes a letter stating that the proposal is irrevocable for a period of at least 20 business days after the Binding Bid Deadline;
- (iii) in the event that third party financing is required to close the transaction, it provides written evidence of a firm, irrevocable financial commitment for all required funding or financing;
- (iv) it is not conditional upon:
- a. the outcome of unperformed due diligence by the Landlord, and/or
  - b. obtaining financing;
- (v) it is received by the Binding Lease Modification Proposal Deadline or the Binding Bid Deadline, as applicable; and
- (vi) to the extent that a Landlord intends to submit a proposal contemplating a material modification of an existing Lease to which it is party (a "**Binding Lease Modification Proposal**"), such Binding Lease Modification Proposal must, in addition to the foregoing requirements, contain such Landlord's consent that the Sale Advisor and Sears Canada may share such Binding Lease Modification Proposal with other bidders in the Sale Process who have signed NDAs, subject to any restrictions that may be contained in such Binding Lease Modification Proposal.
10. Sears Canada, with the consent of the Monitor, the Sale Advisor and the DIP Lenders, may waive compliance with any one or more of the requirements specified in sections 8 and 9 and deem, with the consent of the bidding party, a non-compliant bid, lease surrender proposal or lease modification proposal to be a Binding Bid, a Binding Lease Surrender Proposal or a Binding Lease Modification Proposal, respectively, with the exception of a bid or a lease surrender proposal that is received after the Binding Bid Deadline or a lease modification proposal that is received after the Binding Lease Modification Proposal Deadline.

#### **Evaluation of Competing Bids and Proposals and Court Approval**

11. Following the Binding Bid Deadline and the Binding Lease Modification Proposal Deadline, as applicable, Sears Canada shall consult with the Monitor, the Sale Advisor and the DIP Lenders and decide whether to (i) continue negotiations with a selected number of bidders that have submitted Binding Bids, Binding Lease Modification Proposals and/or Binding Lease Surrender Proposals, with a view to selecting one or more non-overlapping Bindings Bids, Binding Lease Modification Proposals and/or Binding Lease Surrender Proposals (collectively, the "**Successful**

**Bid(s)**) upon approval of the Board of Directors of Sears Canada, and (ii) take such steps as are necessary to finalize and consummate the Successful Bid(s). Sears Canada shall have no obligation to conclude a sale arising out of this Sale Process and reserves the right and unfettered discretion to reject any bid or proposal (including any Binding Bid, Binding Lease Modification Proposal and Binding Lease Surrender Proposal), but shall not do so without the approval of the Monitor after consultation with the DIP Lenders. If Sears Canada does select any Successful Bid(s), it shall be under no obligation to accept the highest bid.

12. Following selection of a Successful Bid(s), Sears Canada and its advisors in consultation with the Monitor shall seek to settle any necessary definitive agreement(s) with respect to the Successful Bid(s) in form and substance acceptable to the DIP Lenders and the Board of Directors of Sears Canada. Once all necessary definitive agreement(s) with respect to a Successful Bid have been finalized, Sears Canada will apply to the Court as soon as reasonably practicable for an order in form and substance acceptable to the Monitor and the DIP Lenders (an **"Approval and Vesting Order"**) approving such Successful Bid and authorizing Sears Canada to (i) enter into any and all necessary agreements with respect to the Successful Bid, (ii) undertake such other actions as may be necessary to give effect to such Successful Bid, and (iii) implement the transaction(s) contemplated in such Successful Bid.
13. Each Landlord shall be advised by no later than two business days after the selection of a Successful Bid(s) relating to such Landlord's Lease(s), and in any event no later than October 6, 2017, which of its Lease(s) are included in such Successful Bid(s).

#### **Deposits**

14. All Deposits shall be retained by the Monitor and invested in an interest bearing trust account. If one or more Successful Bids are selected and an Approval and Vesting Order is granted in connection therewith, the Deposit paid in connection with such Successful Bid(s) (plus applicable interest) will be non-refundable and shall, upon closing of the transaction contemplated by such Successful Bid(s), be applied to the purchase price to be paid in connection with such Successful Bid(s) or be dealt with as otherwise set out in the definitive agreement(s) entered into in connection with such Successful Bid(s). Any Deposit (plus applicable interest) delivered with a Binding Bid that is not selected as a Successful Bid, will be returned to the applicable bidder within ten (10) business days of the date of expiration of such Binding Bid or an earlier date as may be determined by Sears Canada, in consultation with the Monitor and the Sale Advisor.

#### **Consents and Information**

15. Any amendments to this Sale Process, including the relevant dates and deadlines set forth herein, may be made with the written consent of the Special Committee, the Monitor and the DIP Lenders, or by further order of the Court.
16. Notwithstanding anything else contained herein, Sears Canada, in its reasonable business judgment and in consultation with the Sale Advisor, the Monitor and the DIP Lenders may, from time to time, withdraw any Leases or Assets from this Sale Process in accordance with the CCAA, and Sears Canada's rights under the Initial Order.

17. If any DIP Lender intends to participate as a bidder in this Sale Process, such party must provide written notice of such intention (the "**Participation Notice**") to the Sale Advisor, with a copy to the Monitor, on or before July 17, 2017 (the "**Participation Notice Deadline**"). Any DIP Lender who delivers a Participation Notice shall not be entitled to any Bid Information or Confidential Information (each as defined below), and cannot be a Restricted Process Observer (as defined below), or to participate in the review or drafting of Transaction Documents or the review, consideration, negotiation or selection of Successful Bid(s). The failure of such parties to deliver a Participation Notice by the Participation Deadline shall render such parties unable to participate as a bidder in this Sale Process.
18. Subject to the confidentiality terms hereof, the Sale Advisor shall provide regular updates to the DIP Lenders and their advisors with respect to matters related to the Sale Process. Any information that is provided by the Sale Advisor, Sears Canada, the Monitor or their advisors to any of the DIP Lenders or their advisors, in respect of the Sale Process, including regarding any participants therein, any bids received or terms thereof or otherwise ("**Confidential Information**"), will be provided on a strictly confidential basis only and such parties shall not be permitted to share such Confidential Information with anyone other than any other DIP Lenders or the DIP Lenders' advisors, without the consent of Sears Canada and the Sale Advisor in consultation with the Monitor.

In addition, the following highly-sensitive information will solely be provided on a strictly confidential basis only to the Restricted Process Observers (as defined below), notwithstanding the terms of any bids or proposals received: the identity of the bidders; the particular Assets, Leases and/or Business that are the subject of a particular Binding Bid, Binding Lease Modification Proposal or Binding Lease Surrender Proposal; the proposed purchase price for the Business, Assets and/or Leases identified in a Binding Bid, Binding Lease Modification Proposal or Binding Lease Surrender Proposal; and the number of bidders that are considering or have submitted Binding Bids, Binding Lease Modification Proposals and/or Binding Lease Proposals for a particular Asset, Lease or Business, and copies of all bids or proposals received in the Sale Process (collectively, the "**Bid Information**"). The Monitor will maintain a list of personnel and/or categories of personnel who have a need to know the Bid Information, including personnel and/or categories of personnel of the financial and legal advisors to the DIP Lenders (the "**Restricted Process Observers**"). No Bid Information will be provided to any individual who is not a Restricted Process Observer and, notwithstanding the terms of the DIP Facilities (as defined in the Initial Order), Restricted Process Observers shall only be permitted to share such Bid Information with other Restricted Process Observers unless the prior written consent of the Monitor in consultation with the Sale Advisor is obtained.

19. Subject to the terms hereof, the Special Committee or its designate may participate in the negotiations under the Sale Process and shall give instructions to Sears Canada's advisors in respect of or relating to this Sale Process. Certain members of management of Sears Canada have advised the Special Committee and Sears Canada's advisors that they intend to submit a bid or proposal. Management of Sears Canada involved in any capacity in connection with the submission of any bid or proposal will not be provided with Confidential Information or Bid Information, including information about Binding Bids, Binding Lease Modification Proposals or Binding Lease Surrender Proposals that third parties have made or information about whether any particular party has made a Binding Bid, Binding Lease Modification Proposal or Binding Lease Surrender Proposal, shall not participate in the review or drafting of Transaction

Documents or the review, consideration, negotiation or selection of Successful Bid(s), and may be subject to further restrictions as may be determined from time to time by the Special Committee in consultation with Sears Canada's advisors and the Monitor.

20. **Under no circumstances should the management of Sears Canada communicate with any interested party without one of the Sale Advisor, the Monitor or Osler, Hoskin & Harcourt LLP ("Osler"), legal advisor to Sears Canada, present.**
21. All communications relating to a potential bid must be addressed to the Sale Advisor. Interested parties must adhere to the following communication protocol:
  - (i) members of Sears Canada's management team will only be available to prospective bidders at times scheduled and on terms determined by BMO Capital Markets as it determines necessary to advance the Sale Process, provided that such meetings or other communications with management must be supervised by any one of the Sale Advisor, the Monitor or Osler; and
  - (ii) members of Sears Canada's management and outside advisory teams have been instructed to direct any and all inquiries from prospective bidders to BMO Capital Markets.
22. Nothing in this Sale Process shall be construed to (i) permit or require any amendments to the terms of any Lease without the consent of the applicable Landlord, or (ii) obligate any Landlord to negotiate with a party regarding any such amendments.

**Failure to adhere to this communication protocol may result in disqualification of the interested party from the Sale Process and/or the rejection of any bid made by such interested party.**



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

Court File No. CV-17-11846-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SEARS CANADA INC.,  
CORBEIL ÉLECTRIQUE INC., S.L.H. TRANSPORT INC., THE CUT INC., SEARS CONTACT SERVICES  
INC., INITIUM LOGISTICS SERVICES INC., INITIUM COMMERCE LABS INC., INITIUM TRADING AND  
SOURCING CORP., SEARS FLOOR COVERING CENTRES INC., 173470 CANADA INC., 2497089  
ONTARIO INC., 6988741 CANADA INC., 10011711 CANADA INC., 1592580 ONTARIO LIMITED, 955041  
ALBERTA LTD., 4201531 CANADA INC., 168886 CANADA INC., AND 3339611 CANADA INC.  
(collectively, the "Applicants")

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
(Commercial List)

Proceeding commenced at Toronto

**SISP APPROVAL ORDER**

**OSLER, HOSKIN & HARCOURT LLP**

Box 50, 1 First Canadian Place  
Toronto, Canada M5X 1B8

Marc Wasserman (LSUC #: 44066M)  
Tel: 416.862.4908

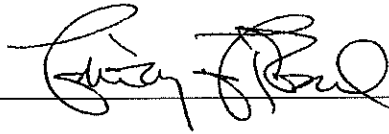
Jeremy Dacks (LSUC #: 41851R)  
Tel: 416.862.4923

Michael De Lellis (LSUC #: 48038U)  
Tel: 416.862.5997

Lawyers for the Applicants

# TAB E

This is Exhibit "E" referred to in the Affidavit of Timothy J. FitzGerald, sworn before me this day of October, 2017.

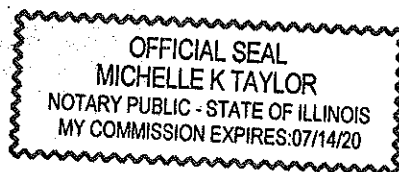


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State of Illinois County of DuPage  
On this 11th day of October, 2017,  
~~Timothy J. FitzGerald~~ Timothy J. FitzGerald  
personally appeared before me, and proved to me through  
satisfactory evidence of identification, which were DL,  
to be the person whose name is signed on the preceding or  
attached document in my presence.

---

MICHELLE K TAYLOR, Notary Public  
My Commission Expires July 14, 2020



July 18, 2017

**Private and Confidential**

**Attention: Martin Lindsay**

Dear Mr. Lindsay:

On behalf of Sears Canada Inc. (together with certain of its subsidiaries, the “**Company**”), BMO Nesbitt Burns Inc. (“**BMO Capital Markets**”) thanks you for your continued interest in a potential transaction involving the Company and would like to invite you to submit a binding offer together with a proposed markup of transaction documents (a “**Binding Bid**”) with respect to any of the following (each a “**Transaction**”):

- i. the purchase of all or any of the Businesses of the Company on a going concern basis;
- ii. the purchase of one or more of the Assets of the Company;
- iii. the assignment of one or more of the Leases of the Company; or
- iv. any such other transaction that may be of interest to you in respect of the Company.

Each of the capitalized terms in this document that are not otherwise defined herein, have the meaning ascribed to them in the SISP Approval Order made July 13, 2017 and the Sale Process attached thereto (copies of the SISP Approval Order and the Sale Process are available on the Monitor’s website: <http://cfcanada.fticonsulting.com/Searscanada/default.htm>).

You are reminded that the contents of this letter as well as any additional information you may receive, and have already received, during this process are covered by the terms of the Non-Disclosure Agreement which you have entered into with the Company (the “**NDA**”). Nothing in this letter amends or otherwise changes any term in the NDA.

***Binding Bid Deadline***

Binding Bids must be received no later than 5:00 pm Eastern Daylight Time on Thursday, August 31, 2017 (the “**Binding Bid Deadline**”), but please note that Binding Bids in respect of certain transaction structures are recommended to be submitted prior to the Binding Bid Deadline as discussed below. Binding Bids must be submitted in writing on your letterhead, addressed to the Company, accompanied by a copy of the proposed Transaction Documents (as discussed below) and delivered by email to:

**Constance de Grosbois**

Director

BMO Capital Markets

W: (416) 359-4504

Email: [constance.degrosbois@bmo.com](mailto:constance.degrosbois@bmo.com)

**Greg Watson**

Senior Managing Director

FTI Consulting as Court-Appointed Monitor

W: (416) 647-8077

Email: [greg.watson@fticonsulting.com](mailto:greg.watson@fticonsulting.com)

BMO Capital Markets will be available to consult with you or your representatives to clarify or provide guidance with respect to the contents of your Binding Bid prior to such date.

***Contents of the Binding Bid***

Your Binding Bid should be submitted in conformity with the following instructions and set out the following:

1. **Purchaser/Investor:** The name of the purchaser (the “**Purchaser**”) or investor (the “**Investor**”), and if the Purchaser or Investor is not a public company, the name(s) of the ultimate beneficial owners of the Purchaser or Investor and applicable contact information.
2. **Form of Binding Bid:** A specific description of the form and nature of the Transaction you propose and sufficient detail to ascertain any portion of the Business, Assets or Leases to be included or excluded and any liabilities to be assumed or not assumed, including in respect of the matters discussed below.

***Binding Bids for Businesses***

If your Binding Bid contemplates you acquiring all or any of the Businesses of the Company, specify for EACH Business you propose to acquire:

- a description of the Business you propose to acquire;
- a description of the Assets of the Company you propose to acquire in connection with the Business;
- a description of the liabilities and Leases of the Company you propose to assume in connection with an acquisition of the Business;
- an indication of your intentions regarding the operations, employees and management of the Business, as well as a discussion of the strategic and operational fit with your existing operations, if any;
- the amount (in Canadian dollars) you propose to pay stated as an enterprise value for the Business (the “**Business Purchase Price**”);
- a detailed and specific description of the nature of any adjustments to the Business Purchase Price or any amounts that may result in the net proceeds remitted pursuant to the Transaction differing from the Business Purchase Price;
- the form of consideration (cash or a combination of cash and securities) and to the extent part of the consideration is in the form of securities, a detailed description of such securities including all relevant terms and conditions which should be

considered in evaluating your Binding Bid.

***Binding Bids for Assets***

If your Binding Bid contemplates you acquiring one or more Assets of the Company, specify for EACH Asset you propose to acquire:

- a description of the Asset you propose to acquire;
- to the extent you are proposing to acquire an Asset that is a real estate asset, the nature of the business you intend to conduct on the premises in sufficient detail to permit us to evaluate compliance with any potential restrictive covenants in existing agreements with respect to such Asset which may or may not apply;
- if you are proposing to acquire an Asset that is a real estate asset with which the Company currently conducts a Business, and your proposal contemplates as a condition precedent to, or as part of a scenario in your proposal that the Company or an acquirer of the Business continues to conduct such Business (a “**Sale and Leaseback Transaction**”), then you should provide a detailed and comprehensive description of the proposed terms of the lease back you propose be entered into by the acquirer of the applicable Business including leased area, financial terms, expiry date, extension options (with applicable financial terms) and all other material terms;

**BE ADVISED** that if you propose a Sale and Leaseback Transaction with respect to a particular Asset:

- BMO Capital Markets may share the terms of the proposed lease (but not the proposed Asset Purchase Price (as hereinafter defined)) with parties who have made or are contemplating Binding Bids for the applicable Business that is the contemplated tenant for the Asset;
- BMO Capital Markets will be in contact with potential acquirers of the applicable Business that is the contemplated tenant for the Asset so, to the extent helpful in making your bid, you may contact Mark Caiger (416) 359-5865 ([mark.caiger@bmo.com](mailto:mark.caiger@bmo.com)) who may be able to obtain feedback from such parties as to leased area and term (but not, at this stage, financial terms) which may be attractive to such parties. **It is recommended that you engage in these discussions with BMO Capital Markets well in advance of August 15, 2017 and submit your Binding Bid that is a Sale and Leaseback Transaction by 5:00 p.m. Eastern Daylight Time on Tuesday, August 15, 2017 to permit parties making Binding Bids for the applicable Business to contemplate accepting your Sale and Leaseback transaction proposal as part of their Binding Bid. If you delay in engaging in discussions of this nature until after the Binding Bid Deadline, there may not be sufficient time for the Applicants and the Sale Advisor to consider your Sale and Leaseback Transaction proposal;**
- you should consider also making a Binding Bid for the Asset on the assumption that no lease is entered into by the acquirer of the

applicable Business;

- the amount (in Canadian dollars) you propose to pay for the Asset (the “**Asset Purchase Price**”);
- a detailed and specific description of the nature of any adjustments to the Asset Purchase Price or any amounts that may result in the net proceeds remitted pursuant to the Transaction differing from the Asset Purchase Price;
- the form of consideration (cash or a combination of cash and securities) and to the extent part of the consideration is in the form of securities, a detailed description of such securities including all relevant terms and conditions which should be considered in evaluating your Binding Bid.

***Binding Bids for Lease Assignments***

If your Binding Bid contemplates you accepting the assignment of one or more Leases of the Company, specify for EACH Lease for which you propose to be an assignee:

- a description of the Lease you propose to acquire;
- a description of the nature of the business you intend to conduct on the premises in sufficient detail to permit us to evaluate compliance with any potential restrictive covenants in existing agreements with respect to such Lease which may or may not apply;
- a description of the legal entity to be the assignee including a detailed and specific description of the financial resources of such entity;
- the amount (in Canadian dollars) you propose to pay to the Company in connection with the assignment of the Lease (the “**Lease Assignment Consideration**”);
- a detailed and specific description of the nature of any adjustments to the Lease Assignment Consideration or any amounts that may result in the net proceeds remitted pursuant to the Transaction differing from the Lease Assignment Consideration;
- the form of consideration (cash or a combination of cash and securities) and to the extent part of the consideration is in the form of securities, a detailed description of such securities including all relevant terms and conditions which should be considered in evaluating your Binding Bid.

***In each case:***

- Specify any key assumptions relating to employees of the Company, including hiring plans, benefits consideration, scope and terms of contemplated employment agreements and all other material assumptions related to employees.
- Specify any other contracts or arrangements that would be a part of your Binding Bid.
- Specify any other relevant feature of the Transaction structure contemplated

by your Binding Bid that is not identified above.

- To the extent that your Binding Bid is not in respect of all of the Businesses include a description of the transition services that you will require from the Company following closing of the Transaction, including all material categories thereof and, for each category, the period of time for which it will be needed.
  - BE ADVISED that if a Binding Bid is being submitted for one or more Assets or Leases that are subject to an agreement which may or may not contain restrictions in the nature of a right of first refusal, option to purchase or similar right, the beneficiary of such agreement(s) and the Company reserve all rights and remedies in respect of such agreement(s).
3. **Financing:** Your Binding Bid should include written evidence of a firm, irrevocable financial commitment for all required funding or financing, if applicable, and should not be conditional on obtaining financing. If you will be relying on internally generated funds, provide evidence of the sufficiency of such funds to complete the transaction. If you intend to access external financing, provide contact information for each source of financing and provide authorization for the Monitor to have discussions with such contacts.
  4. **Transaction Documents:** Your Binding Bid must contain duly executed Transaction Documents and a blackline to the template Transaction Documents (the template asset purchase agreement for Binding Bids for Businesses and Assets and the template lease assignment agreement for Binding Bids for lease assignments).

NOTE: If your Binding Bid, whether it is a bid for one or more Businesses, Assets or assignment of Leases, includes an Asset or Lease that is subject to a right of first refusal, option to purchase or similar right, you must include a separate Transaction Document for each such Asset or Lease and, for greater certainty, such Transaction Document must include a separate allocation of value to such Asset or Lease.

5. **Internal Approvals:** Your Binding Bid should include evidence of authorization and approval to submit and consummate the bid from your Board of Directors (or comparable governing body).
6. **Expiry:** Your Binding Bid should include a letter confirming that the Binding Bid is an irrevocable offer to enter into the Transaction on the terms of the Binding Bid and is open for acceptance by the Company for a period of 20 business days after the Binding Bid Deadline.
7. **Conditions and Approvals:** Your Binding Bid should include a detailed description of any necessary government and regulatory approvals or consents to closing the Transaction and the expected timing and process for obtaining such approvals or consents. In evaluating Binding Bids, the Company will give great weight to certainty and the relative ability of prospective Purchasers or Investors to close the Transaction in



an expeditious manner. Your Binding Bid should not include any request for or entitlement to any break fee, expense reimbursement or similar type of payment.

8. **Closing Timeline:** The proposed closing date for the Transaction (which shall be no later than October 25, 2017) assuming the Transaction is approved by the Court no later than October 4, 2017.
9. **Due Diligence:** Your Binding Bid should not be conditional upon the outcome of unperformed due diligence.
10. **Deposit:** Your Binding Bid should be accompanied by a cash deposit of 10% of the total cash purchase price contemplated by such bid, which shall be paid to the Monitor, FTI Consulting Canada Inc., by wire transfer to the account listed below and held in trust in accordance with the Court-approved Sale Process.

FTI Consulting Canada Inc., in its capacity as Monitor  
79 Wellington St., Suite 2010, P.O. Box 104  
Toronto, Ontario, M5K 1G8

Beneficiary Bank: The Bank of Nova Scotia  
44 King Street West  
Toronto, Ontario, M5H 1H1  
Account No: 47696 06087 18  
Transit No: 47696  
Bank No: 002  
Swift Code: NOSCCATT  
Reference: Sears Canada SISP

11. **Contacts Details:** Your Binding Bid should include contact information for the persons with whom we can discuss your Binding Bid, including any financial, legal or other advisors.
12. **Other:** Your Binding Bid should also indicate any other facts, circumstances or important matters which you believe are relevant to the evaluation of your Binding Bid.

### ***Questions Regarding the Process***

All inquiries or communications, including any requests for additional information, should be directed to:

**Constance de Grosbois**  
Director  
BMO Capital Markets  
W: (416) 359-4504  
Email: [constance.degrosbois@bmo.com](mailto:constance.degrosbois@bmo.com)

Any request for additional information will be considered on a case-by-case basis.

### ***Qualifications Regarding the Process***

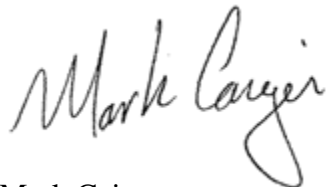
Subject to the terms of the SISP Approval Order, the Company and BMO Capital Markets expressly reserve the right at any time, with or without providing notice or reasons, to (i) amend or terminate the Sale Process; (ii) decline to permit any interested party to participate or continue in the Sale Process; (iii) terminate discussions with any or all interested parties; (iv) reject any or all Binding Bids; or (v) negotiate with any party with respect to the Transaction or any other transaction involving the Company without liability to the Company or BMO Capital Markets.

Following the selection of a Binding Bid and finalization of all necessary Transaction Documents, the Company will apply to the Court as soon as reasonably practicable for an order (an “**Approval and Vesting Order**”) approving and authorizing such bid. The Approval and Vesting Order is a necessary condition precedent to the finalization of any Transaction.

In submitting a Binding Bid, an interested party acknowledges that it is relying solely on its own investigation and evaluation of the Company and its Business. The Company and BMO Capital Markets expressly disclaim any and all liability for representations, warranties or statements contained in this letter or in any other written material furnished or information orally transmitted to a potential purchaser, except only those particular representations and warranties (if any) made by the Company in the Transaction Documents if, as and when such Transaction Documents are ultimately executed by the Company, and subject to such limitations and restrictions as may be contained therein. Until Transaction Documents are executed by the Company, the Company will not have any obligations whatsoever to any potential purchaser. BMO Capital Markets will have no obligations whatsoever to any potential purchaser.

In addition, the Company and BMO Capital Markets reserve the right in their sole discretion to amend any information which has been made available to interested parties either by way of addition, deletion, or amendment. It is understood that you will bear your own costs and expenses including the costs and expenses of all your financial advisors, brokers, finders, agents, lawyers, accountants and other advisors. No finder’s fees, commissions, expenses or other compensation will be paid by the Company or BMO Capital Markets to your intermediaries.

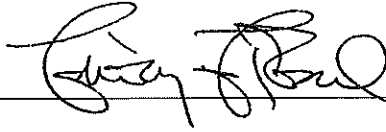
Yours truly,

A handwritten signature in black ink that reads "Mark Caiger". The signature is written in a cursive, flowing style.

Mark Caiger  
Managing Director  
BMO Capital Markets

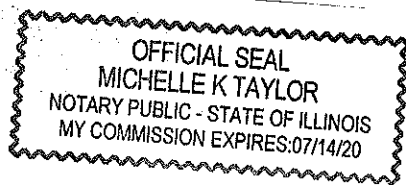
# TAB F

This is Exhibit "F" referred to in the Affidavit of Timothy J. FitzGerald, sworn before me this day of October, 2017.



State of Illinois County of DuPage  
On this 14<sup>th</sup> day of October, 2017,  
Timothy FitzGerald  
personally appeared before me, and proved to me through  
satisfactory evidence of identification, which were DL,  
to be the person whose name is signed on the preceding or  
attached document in my presence.

  
MICHELLE K TAYLOR, Notary Public  
My Commission Expires July 14, 2020



# **THE MIDDLEBY CORPORATION**

---

1400 Toastmaster Drive, Elgin, Illinois 60120 • (847) 741-3300 • Fax (847) 741-9561

August 30, 2017

Sears Canada Inc.  
222 Jarvis Street  
Toronto, ON M5B 2B8  
c/o Constance de Grosbois  
Director  
BMO Capital Markets  
Email: constance.degrosbois@bmo.com

and

c/o  
Greg Watson  
Senior Managing Director  
FTI Consulting as Court-Appointed Monitor  
Email: greg.watson@fticonsulting.com

Ladies and Gentlemen:

The Middleby Corporation (“Middleby” or the “Company”) is pleased to make this offer to acquire (the “Proposed Transaction”) the trademark assets described in Section 1 of this letter (the “Assets”) from Sears Canada Inc. (“Sears Canada”). Please find below the key aspects of our proposal:

1. Description of Assets. Middleby proposes to acquire (i) the trade-mark VIKING, Canadian Trade-Mark Registration Number TMDA 47453, registered September 10, 1929, (ii) the trade-mark VIKING & DESIGN, Canadian Trade-Mark Registration Number TMA 599901, registered January 19, 2004, (iii) the trade-mark application VIKING & DESIGN, Canadian Trade-Mark Application Number 1731943 and (iv) all goodwill related to the foregoing assets and all rights to sue or rights of enforcement for prior infringement with respect to the foregoing assets.
2. Valuation. We are prepared to acquire the Assets for ██████████ Canadian Dollars. Our proposal is an all cash offer and assumes that the Assets are acquired free and clear of any liens, licenses or other security interests or encumbrances.
3. Identity of Buyer. The buyer, Middleby Corporation, is a publicly traded company on the NASDAQ headquartered in Elgin, IL USA. Middleby will acquire the Assets via its wholly owned subsidiary, Viking Range, LLC.

4. Right of First Negotiation/Right of First Refusal. As discussed with representatives of BMO on August 23, 2017, under a license agreement between Viking Range Corporation (“Viking”) and Sears Canada, dated December 29, 2002 (the “License Agreement”), Sears Canada granted Viking a right of first negotiation upon any potential “Disposal Event” with respect to the Assets, as well as a right of first refusal with respect to the Assets. Under the License Agreement, these rights survived termination of the License Agreement, and Middleby expects that Sears Canada will honor these provisions in respect of the Proposed Transaction. The License Agreement is attached as Exhibit A for your reference.
5. Purchase Agreement. Included with the Company’s proposal is a mark-up of the template asset purchase agreement, which is in a form the Company would be prepared to execute.
6. Source of Funds. Middleby has sufficient cash on hand to pay the entire purchase price for the Assets.
7. Conditions. Other than customary closing conditions with respect to each party’s representations, warranties and covenants, we are not aware of any closing conditions except with respect to (i) the approval and vesting order referred to in the process letter that the Assets are or will be assigned free and clear of any liens, licenses or other security interests or encumbrances, or (ii) any other approvals required under Canadian bankruptcy or restructuring laws.
8. Due Diligence. Middleby does not expect to require any material due diligence with respect to the purchase of the Assets.
9. Contact Information. The primary Middleby contact for the transaction is Tim FitzGerald, Chief Financial Officer. Contact details are as follows:
  - Email: [tfitzgerald@middleby.com](mailto:tfitzgerald@middleby.com)
  - Phone: 847 691-7433
  - Address: 1400 Toastmaster Drive, Elgin IL 60120
10. Review and Approval. This proposal has been reviewed and approved by the Middleby executive management team. Middleby does not require any other approvals for the Proposed Transaction.
11. Closing Timeline. Middleby expects to be prepared to close the Proposed Transaction at any time following approval by the Canadian bankruptcy court.
12. Bid Timeline. As requested in the process letter, this proposal, on the terms set forth in the mark-up of the template asset purchase agreement, is an irrevocable offer to enter into the Proposed Transaction for a period of twenty (20) business days after the binding bid deadline specified in the process letter.

13. Advisors. We have engaged the following legal advisors on the Proposed Transaction. Each respective advisor is available and prepared to begin work immediately.
- Skadden, Arps, Slate, Meagher and Flom. Primary contact: Shilpi Gupta, Partner; (312) 407-0738; sgupta@skadden.com
  - Blake, Cassels & Graydon LLP. Primary contact: Steven Weisz, Partner; (416) 863-2616; steven.weisz@blakes.com
14. Other Informational. Middleby is a global leader in the premium residential industry segment. Middleby acquired the Viking business in 2013; and since, the Company has built a leading portfolio of 20 global brands covering both the kitchen and outdoor market segments. Given Middleby's ownership of the Viking business, it is interested in acquiring the Assets to supplement its intellectual property assets regarding the Viking brand.

We believe this transaction is desirable for both Sears Canada and Middleby. We are pleased to provide this proposal and are available to answer any related questions at your convenience.

Very truly yours,

THE MIDDLEBY CORPORATION

By: 

Name: Timothy J. FitzGerald

Title: Vice President and Chief Financial Officer

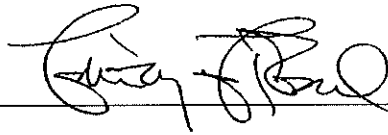


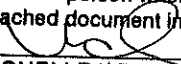
**Exhibit A**  
**License Agreement**

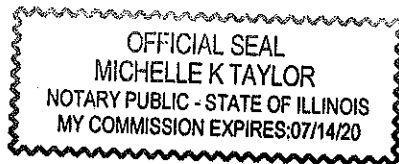
[See attached.]

TAB G

This is Exhibit "G" referred to in the Affidavit of Timothy J. FitzGerald, sworn before me this day of October, 2017.



State of Illinois County of DuPage  
On this 11<sup>th</sup> day of October 2017.  
Timothy J. FitzGerald  
personally appeared before me, and proved to me through satisfactory evidence of identification, which were DL, to be the person whose name is signed on the preceding or attached document in my presence.  
  
MICHELLE K TAYLOR, Notary Public  
My Commission Expires July 14, 2020



# ***THE MIDDLEBY CORPORATION***

---

1400 Toastmaster Drive, Elgin, Illinois 60120 • (847) 741-3300 • Fax (847) 741-9561

September 12, 2017

Sears Canada Inc.  
222 Jarvis Street  
Toronto, ON M5B 2B8  
c/o Constance de Grosbois  
Director  
BMO Capital Markets  
Email: [constance.degrosbois@bmo.com](mailto:constance.degrosbois@bmo.com)

and

c/o  
Greg Watson  
Senior Managing Director  
FTI Consulting as Court-Appointed Monitor  
Email: [greg.watson@fticonsulting.com](mailto:greg.watson@fticonsulting.com)

Ladies and Gentlemen:

The Middleby Corporation (“Middleby” or the “Company”) is pleased to make this revised offer to acquire (the “Proposed Transaction”) the trademark assets described in Section 1 of this letter (the “Assets”) from Sears Canada Inc. (“Sears Canada”). Please find below the key aspects of our proposal:

1. Description of Assets. Middleby proposes to acquire (i) the trade-mark VIKING, Canadian Trade-Mark Registration Number TMDA 47453, registered September 10, 1929, (ii) the trade-mark VIKING & DESIGN, Canadian Trade-Mark Registration Number TMA 599901, registered January 19, 2004, (iii) the trade-mark application VIKING & DESIGN, Canadian Trade-Mark Application Number 1731943 and (iv) all goodwill related to the foregoing assets and all rights to sue or rights of enforcement for prior infringement with respect to the foregoing assets.
2. Valuation. We are prepared to acquire the Assets for [REDACTED] Canadian Dollars. Our proposal is an all cash offer and assumes that the Assets are acquired free and clear of any liens, licenses or other security interests or encumbrances.
3. Identity of Buyer. The buyer, Middleby Corporation, is a publicly traded company on the NASDAQ headquartered in Elgin, IL USA. Middleby will acquire the Assets via its wholly owned subsidiary, Viking Range, LLC.

4. Right of First Negotiation/Right of First Refusal. As discussed with representatives of BMO on August 23 and September 12, 2017, under a license agreement between Viking Range Corporation (“Viking”) and Sears Canada, dated December 29, 2002 (the “License Agreement”), Sears Canada granted Viking a right of first negotiation upon any potential “Disposal Event” with respect to the Assets, as well as a right of first refusal with respect to the Assets (collectively, the “Rights”). Under the License Agreement, these Rights survived termination of the License Agreement, and Middleby expects that Sears Canada will honor these Rights in respect of the Proposed Transaction. The License Agreement is attached as Exhibit A for your reference.

In recent discussions, BMO stated that it believes the court may not honor or permit enforcement of these Rights. Middleby does not agree with this assertion. In the context of a CCAA restructuring proceeding, unless a contract is disclaimed then the debtor must comply with the provisions of that contract post-filing. In the context of a license agreement that provides for restrictions or obligations on the debtor even after the agreement has expired, the debtor cannot ignore or fail to comply with those provisions without leave of the court. In this case, Viking obtained, and paid consideration for, the Rights, and the Rights specifically continue and are not affected by the termination of the License Agreement. Sears Canada is required to honor (and Viking is entitled to rely on) these Rights notwithstanding the commencement of insolvency proceedings and the SISP process. Therefore, Sears Canada must first negotiate with Viking and provide Viking the right of first refusal in respect of any competing offers made, including disclosure of the terms and pricing of any other offer, as described in the License Agreement. Failure to disclose the offer price and terms of any such offer would be a breach of the applicable provisions of the License Agreement and Viking would be entitled to seek the direction of the court to protect its interests. Notwithstanding the foregoing, Middleby believes that the best resolution for both parties is for Sears Canada or its representatives to accept Middleby’s fulsome and full value offer for the Assets.

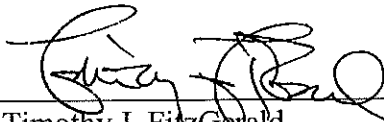
5. Purchase Agreement. Included with the Company’s proposal is a mark-up of the template asset purchase agreement, which is in a form the Company would be prepared to execute.
6. Source of Funds. Middleby has sufficient cash on hand to pay the entire purchase price for the Assets.
7. Conditions. Other than customary closing conditions with respect to each party’s representations, warranties and covenants, we are not aware of any closing conditions except with respect to (i) the approval and vesting order referred to in the process letter that the Assets are or will be assigned free and clear of any liens, licenses or other security interests or encumbrances, or (ii) any other approvals required under Canadian bankruptcy or restructuring laws.
8. Due Diligence. Middleby does not expect to require any material due diligence with respect to the purchase of the Assets.

9. Contact Information. The primary Middleby contact for the transaction is Tim FitzGerald, Chief Financial Officer. Contact details are as follows:
  - Email: [tfitzgerald@middleby.com](mailto:tfitzgerald@middleby.com)
  - Phone: 847 691-7433
  - Address: 1400 Toastmaster Drive, Elgin IL 60120
10. Review and Approval. This proposal has been reviewed and approved by the Middleby executive management team. Middleby does not require any other approvals for the Proposed Transaction.
11. Closing Timeline. Middleby expects to be prepared to close the Proposed Transaction at any time following approval by the Canadian bankruptcy court.
12. Bid Timeline. As requested in the process letter, this proposal, on the terms set forth in the mark-up of the template asset purchase agreement, is an irrevocable offer to enter into the Proposed Transaction for a period of twenty (20) business days after the binding bid deadline specified in the process letter.
13. Advisors. We have engaged the following legal advisors on the Proposed Transaction. Each respective advisor is available and prepared to begin work immediately.
  - Skadden, Arps, Slate, Meagher and Flom. Primary contact: Shilpi Gupta, Partner; (312) 407-0738; [sgupta@skadden.com](mailto:sgupta@skadden.com)
  - Blake, Cassels & Graydon LLP. Primary contact: Steven Weisz, Partner; (416) 863-2616; [steven.weisz@blakes.com](mailto:steven.weisz@blakes.com)
14. Other Informational. Middleby is a global leader in the premium residential industry segment. Middleby acquired the Viking business in 2013; and since, the Company has built a leading portfolio of 20 global brands covering both the kitchen and outdoor market segments. Given Middleby's ownership of the Viking business, it is interested in acquiring the Assets to supplement its intellectual property assets regarding the Viking brand.

We believe this transaction is desirable for both Sears Canada and Middleby. We are pleased to provide this proposal and are available to answer any related questions at your convenience.

Very truly yours,

THE MIDDLEBY CORPORATION

By: 

Name: Timothy J. Fitzgerald

Title: Vice President and Chief Financial Officer

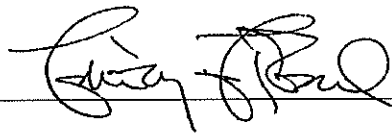
**Exhibit A**  
**License Agreement**

[See attached.]



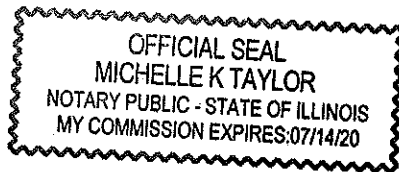
TAB H

This is Exhibit "H" referred to in the Affidavit of Timothy J. FitzGerald, sworn before me this day of October, 2017.

  
\_\_\_\_\_

State of Illinois County of DuPage  
On this 11th day of October, 2017,  
Timothy FitzGerald  
personally appeared before me, and proved to me through  
satisfactory evidence of identification, which were DK,  
to be the person whose name is signed on the preceding or  
attached document in my presence.

  
\_\_\_\_\_  
MICHELLE K TAYLOR, Notary Public  
My Commission Expires July 14, 2020



**From:** [Lindsay, Martin](#)  
**To:** [Caiger, Mark <mark.caiger@bmo.com>](#) ([mark.caiger@bmo.com](mailto:mark.caiger@bmo.com))  
**Cc:** [Lindsay, Martin](#); [Fitzgerald, Timothy](#)  
**Subject:** Middleby Viking Canada Trademark  
**Date:** Thursday, September 21, 2017 12:30:54 AM  
**Attachments:** [APA Sears Canada clean.docx](#)  
[APA marked to SCS draft.pdf](#)

---

Hi Mark

Attached is our amended bid which we increased to CAD [REDACTED]. I have two APA drafts attached: a clean version plus a markup that was discussed between our lawyers today. I expect any outstanding APA items to be resolved very soon.

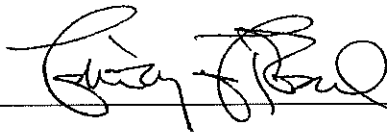
I am available tomorrow all day to discuss.

Best regards,

Martin M. Lindsay  
The Middleby Corporation  
1400 Toastmaster Drive  
Elgin, IL 60120  
PH: 847.429.7711  
CL: 847.682.4150  
FX: 847.429.7511

# TAB I

This is **Exhibit "T"** referred to in the Affidavit of Timothy J. FitzGerald, sworn before me this day of October, 2017.

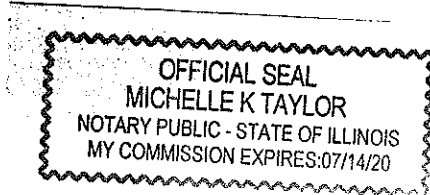


---

State of Illinois County of DuPage  
On this 11<sup>th</sup> day of October 2017,  
Timothy FitzGerald  
personally appeared before me, and proved to me through  
satisfactory evidence of identification, which were DK,  
to be the person whose name is signed on the preceding or  
attached document in my presence.

---

MICHELLE K TAYLOR, Notary Public  
My Commission Expires July 14, 2020



Osler, Hoskin & Harcourt LLP  
Box 50, 1 First Canadian Place  
Toronto, Ontario, Canada M5X 1B8  
416.362.2111 MAIN  
416.862.6666 FACSIMILE

OSLER

Toronto

September 27, 2017

Michael S. Shakra  
Direct Dial: 416.862-6643  
mshakra@osler.com  
Our Matter Number: 1179649

Montréal

Calgary

**Sent By Overnight Courier**

Ottawa

The Middleby Corporation  
1400 Toastmaster Drive  
Elgin, Illinois 60120  
USA

Viking Range Corporation  
111 Front Street  
Greenwood, Mississippi 38930  
USA

Vancouver

New York

**Attention: Tim FitzGerald (CFO)**

**Attention: Vice President, Marketing**

Dear Sirs:

**Re: CCAA Proceedings of Sears Canada Inc. et al (Court File No. CV-17-11846-00CL)**

As you may be aware, Sears Canada Inc. and certain of its subsidiaries and affiliates (collectively, the “**Sears Canada Group**”) filed for and were granted protection from creditors under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”) pursuant to an Initial Order issued by the Ontario Superior Court of Justice (Commercial List) on June 22, 2017. We act for the Sears Canada Group in connection with these CCAA proceedings (the “**CCAA Proceedings**”).

Please find enclosed a Notice by Debtor Company to Disclaim or Resiliate an Agreement which is being delivered to you in connection with the CCAA Proceedings pursuant to section 32 of the CCAA.

Yours very truly,



Michael S. Shakra

Enclosure

- c. Jim Robinson, *FTI Consulting Canada Inc.*  
Virginie Gauthier, *Norton Rose Fulbright Canada LLP*

**FORM 4**  
**NOTICE BY DEBTOR COMPANY TO DISCLAIM OR RESILIAE AN AGREEMENT**

**To: The Middleby Corporation / Viking Range Corporation**

**And to: FTI Consulting Canada Inc., in its capacity as court-appointed Monitor**

Take notice that

1. Proceedings under the *Companies' Creditors Arrangement Act* ("the Act") in respect of **Sears Canada Inc.** and certain of its affiliates and subsidiaries were commenced on the 22<sup>nd</sup> day of June, 2017.

2. In accordance with subsection 32(1) of the Act, the debtor company gives you notice of its intention to disclaim or resiliate the surviving Articles and Sections (being Article 2, Sections 3.07, 3.08, 3.10(b), 3.10(c), 3.10(f), 3.12, 7.03, Article 8, Article 9, Sections 10.03, 10.04, 10.05, 10.06 and 10.07) of the following agreement (collectively, the "**Surviving Agreement**"):

*License Agreement made December 19, 2002, between Sears Canada Inc. and Viking Range Corporation*

3. In accordance with subsection 32(2) of the Act, any party to the Surviving Agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the agreement and to the monitor, apply to court for an order that the Surviving Agreement is not to be disclaimed or resiliated.

4. In accordance with paragraph 32(5)(a) of the Act, if no application for an order is made in accordance with subsection 32(2) of the Act, the Surviving Agreement is disclaimed or resiliated on the 27<sup>th</sup> day of October, 2017, being 30 days after the day on which this notice has been given.

Dated at Toronto, Ontario, on September 27, 2017.

**Sears Canada Inc.**

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

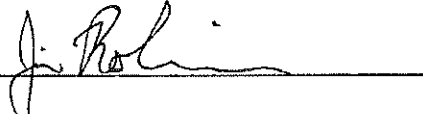


Billy Wong  
Chief Financial Officer

The Monitor approves the proposed disclaimer or resiliation.

Dated at Toronto, Ontario, on September 27, 2017.


**FTI Consulting Canada Inc.**  
**In its capacity as Court-Appointed Monitor**  
**of Sears Canada Inc. and not in its personal or corporate capacity**

Per:   
Jim Robinson  
Managing Director



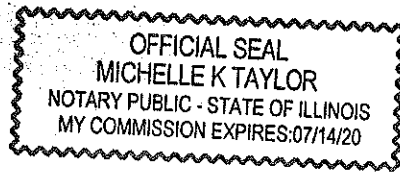
# TAB J

This is **Exhibit "J"** referred to in the Affidavit of Timothy J. FitzGerald, sworn before me this day of October, 2017.



State of Illinois County of DuPage  
On this 14<sup>th</sup> day of October 2017  
Timothy FitzGerald  
personally appeared before me, and proved to me through satisfactory evidence of identification, which were DL, to be the person whose name is signed on the preceding or attached document in my presence.

Michelle K Taylor  
MICHELLE K TAYLOR, Notary Public  
My Commission Expires July 14, 2020



# **ASSET PURCHASE AGREEMENT**

**SEARS CANADA INC.**

**as Seller**

**- and -**

**CANADIAN TIRE CORPORATION, LIMITED**

**as Buyer**

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## ASSET PURCHASE AGREEMENT

**THIS AGREEMENT** is made as of September 29, 2017

### AMONG:

**Sears Canada Inc.**, a corporation governed by the laws of Canada (“**SCI**” or the “**Seller**”)

- and -

**Canadian Tire Corporation, Limited**, a corporation governed by the laws of the Province of Ontario (the “**Buyer**”)

### RECITALS:

- A. On the Filing Date, SCI and certain of its affiliates and subsidiaries (the “**Sears Group**”) applied for and were granted protection from their creditors under the CCAA pursuant to the Initial Order of the CCAA Court. Pursuant to the Initial Order, the CCAA Court appointed FTI Consulting Canada Inc. as “**Monitor**” in connection with the CCAA Proceedings.
- B. On the SISP Order Date, the CCAA Court granted the SISP Order which, among other things, approved the SISP. The SISP Order and the SISP govern the process for soliciting and selecting bids for the sale of the Business, Assets and/or Leases (each as defined in the SISP) of the Sears Group.
- C. The Buyer has been selected as a Successful Bidder (as defined in the SISP) in accordance with the SISP.
- D. The Seller wishes to sell to the Buyer, and the Buyer wishes to purchase from the Seller, the Purchased Assets, subject to the terms and conditions of this Agreement.

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Parties agree as follows:

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

In this Agreement,

- (a) “**affiliate**” of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly through one or more intermediaries, and “**control**” and any derivation thereof means the control by one

Person of another Person in accordance with the following: a Person (“A”) controls another Person (“B”) where A has the power to determine the management and policies of B by contract or status (for example, the status of A being the general partner of B) or by virtue of beneficial ownership of a majority of the voting interests in B; and, for certainty and without limitation, if A owns shares to which are attached more than 50% of the votes permitted to be cast in the election of directors (or other Persons performing a similar role) of B, then A controls B for this purpose.

- (b) **“Agreement”** means this Asset Purchase Agreement, in each case as the same may be supplemented, amended, restated or replaced from time to time, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Asset Purchase Agreement, and unless otherwise indicated, references to Articles and Sections are to Articles and Sections in this Asset Purchase Agreement.
- (c) **“Applicable Law”** means any transnational, domestic or foreign, federal, provincial, territorial, state, local or municipal (or any subdivision of any of them) law (including without limitation the common law), statute, ordinance, rule, regulation, restriction, standard, by-law (zoning or otherwise), judgment, order, direction or any consent, exemption, Governmental Authorizations, or any other legal requirements of, or agreements with, any Governmental Authority, that applies in whole or in part to the transactions contemplated by this Agreement, the Seller, the Buyer or any of the Purchased Assets.
- (d) **“Approval and Vesting Order”** means an order granted by the CCAA Court, in substantially the form attached as Schedule 1.1(d) (with only such changes as the Buyer and the Seller each approve in their reasonable discretion, but in all cases in form and substance acceptable to the Lenders and the Monitor), and served on those Persons identified by the Seller and the Buyer, which will, among other things:
  - (i) authorize and approve this Agreement and the execution and delivery thereof by the Seller;
  - (ii) authorize and direct the Seller to complete the transactions contemplated by this Agreement; and
  - (iii) provide for the vesting of title to the Purchased Assets in and to the Buyer in accordance with the terms and conditions of this Agreement, free and clear of any and all claims against the Purchased Assets of every nature or kind whatsoever and howsoever arising, including all Encumbrances (which shall include any right of first negotiation, right of first refusal and any other similar right), upon the delivery of the Monitor’s Certificate to the Buyer indicating that the conditions precedent to the consummation of the transactions contemplated by this Agreement have been satisfied or waived (where permissible).

- (e) “**Business Day**” means any day, other than a Saturday or Sunday, on which the principal commercial banks in Toronto, Ontario are open for commercial banking business during normal banking hours.
- (f) “**Buyer**” has the meaning given to such term in the preamble to this Agreement.
- (g) “**CCAA**” means the *Companies’ Creditors Arrangement Act* (Canada).
- (h) “**CCAA Court**” means the Ontario Superior Court of Justice (Commercial List).
- (i) “**CCAA Proceedings**” means the proceedings commenced under the CCAA by the Seller pursuant to the Initial Order (Court File No. CV-17-11846-00CL).
- (j) “**Claims**” includes all claims, demands, complaints, grievances, actions, applications, suits, causes of action, Orders, charges, indictments, prosecutions, informations or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.
- (k) “**Closing**” means the completion of the sale and purchase of the Purchased Assets pursuant to this Agreement at the Closing Time, and all other transactions contemplated by this Agreement that are to occur contemporaneously with the sale and purchase of the Purchased Assets.
- (l) “**Closing Date**” means a date no later than five (5) Business Days after the conditions set forth in ARTICLE 6 have been satisfied (or such other date agreed to by the Parties in writing), other than the conditions set forth in ARTICLE 6 that by their terms are to be satisfied or waived at the Closing; provided, however, that the Closing Date shall be no later than December 4, 2017 (or such other date agreed to in writing by the Buyer and the Seller (with the consent of the Lenders and the Monitor, in the case of the Seller)).
- (m) “**Closing Documents**” means all contracts, agreements and instruments required by this Agreement to be delivered by or on behalf of a Party at or before the Closing.
- (n) “**Closing Time**” means 10:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place.
- (o) “**Confidential Information**” means non-public, confidential, personal or proprietary information which is furnished to the Buyer by the Seller or any of the Seller’s representatives or the Monitor, including, without limitation, information about identifiable individuals, any information relating to the Seller and its affiliates, or any customer or supplier of the Seller, but does not include information



that is or becomes generally available to the public other than as a result of disclosure by the Buyer or its representatives in breach of this Agreement or that is received by the Buyer from an independent third party that, to the knowledge of the Buyer, after good faith inquiry, obtained it lawfully and was under no duty of confidentiality (except to the extent that applicable privacy laws do not exclude such information from the definition of personal information) or that is independently developed by the Buyer's employees or representatives without access or reference to any Confidential Information.

- (p) **“Contracts”** means contracts, agreements, obligations, promises, undertakings, understandings, arrangements, documents, commitments, entitlements or engagements to which the Seller is a party or by which the Seller is bound or under which the Seller has, or will have, any right or any liability or contingent right or liability (in each case, whether written or oral, express or implied) relating to the Purchased Assets and includes quotations, orders, proposals or tenders which remain open for acceptance and warranties and guarantees.
- (q) **“Deposit”** means the amount of [REDACTED] delivered by the Buyer to the Monitor in accordance with the SISP.
- (r) **“DIP ABL Credit Agreement”** means the senior secured superpriority debtor-in-possession amended and restated credit agreement among SCI (as borrower), Wells Fargo Capital Finance Corporation Canada (as administrative and collateral agent) and the lenders party thereto dated as of June 22, 2017, and as may be amended, restated, supplemented and/or modified from time to time.
- (s) **“DIP ABL Facility”** means the revolving credit facilities in an aggregate principal amount not to exceed \$300 million under the DIP ABL Credit Agreement.
- (t) **“DIP Credit Agreement”** means collectively, the DIP ABL Credit Agreement and the DIP Term Credit Agreement.
- (u) **“DIP Facility”** means collectively, the DIP ABL Facility and the DIP Term Facility.
- (v) **“DIP Term Credit Agreement”** means the senior secured superpriority debtor-in-possession credit agreement among SCI (as borrower), certain subsidiaries and affiliates of SCI (as guarantors), GACP Finance Co., LLC (as administrative and syndication agent) and the lenders party thereto dated as of June 22, 2017, and as may be amended, restated, supplemented and/or modified from time to time.
- (w) **“DIP Term Facility”** means the term loan facilities in an aggregate principal amount not to exceed \$150 million under the DIP Term Credit Agreement.
- (x) **“Disclaimer Order”** has the meaning given to such term in Section 6.2(d);
- (y) **“Documents”** means all books, records, files and papers exclusively related to the Purchased Assets but not limited to manuals, data, sales and advertising materials,

sales and purchase correspondence, and trade association files, if any, to the extent same is in or will be in the Seller's possession and the Seller is able to find same using commercially reasonable efforts, and all copies and recordings of the foregoing.

- (z) “**Encumbrance**” means any security interest (whether contractual, statutory or otherwise), lien, execution, levy, charge or other financial or monetary claim, hypothec, trust or deemed trust (whether contractual, statutory or otherwise), right of first negotiation, right of first refusal and any other similar right, or mortgage, any and all rights, including without limitation, rights of first negotiation, rights of first refusal or any other similar rights, under the Viking Range License Agreement, and including any and all CCAA Court ordered charges granted in the CCAA Proceedings.
- (aa) “**Filing Date**” means June 22, 2017.
- (bb) “**Final**” with respect to any order of any court of competent jurisdiction, means that such order shall not have been stayed, appealed, varied (except with the consent of the Buyer and the Seller) or vacated, and all time periods within which such order could at law be appealed shall have expired.
- (cc) “**GACP Credit Agreement**” means the term loan credit agreement dated March 20, 2017, as amended by amendment no. 1 to credit agreement dated May 5, 2017, between SCI (as borrower), certain subsidiaries and affiliates of SCI (as guarantors), GACP Finance Co., LLC (as administrative agent and syndication agent), KKR Capital Markets LLC and GACP Finance Co., LLC (as joint lead arrangers), TPG Specialty Lending, Inc. (as documentation agent), and the lenders party thereto, as the same may be amended, restated, supplemented and/or modified from time to time.
- (dd) “**Governmental Authority**” means any applicable transnational, federal, provincial, municipal, state, local, national or other government, regulatory authority, governmental department, agency, commission, board, tribunal, bureau, ministry, court, system operator, judicial body, arbitral body or other law, rule or regulation-making entity, or any entity, officer, inspector, investigator or examiner exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case:
  - (i) having jurisdiction over the Seller, the Buyer or the Purchased Assets on behalf of any country, province, state, locality, or other geographical or political subdivision thereof; or
  - (ii) exercising or entitled to exercise any administrative, judicial, legislative, regulatory or taxing authority or power.
- (ee) “**Governmental Authorizations**” means authorizations, approvals, plans, franchises, orders, certificates, consents, directives, notices, licenses, permits,

variances, registrations or other rights issued to or required by the Seller relating to the Purchased Assets by or from any Governmental Authority.

- (ff) “**GST**” means tax (other than HST) payable under the GST and HST Legislation.
- (gg) “**GST and HST Legislation**” means Part IX of the *Excise Tax Act* (Canada).
- (hh) “**HST**” means tax payable under the GST and HST Legislation in respect of a participating province.
- (ii) “**including**” and “**includes**” shall be interpreted on an inclusive basis and shall be deemed to be followed by the words “without limitation”.
- (jj) “**Initial Order**” means the Initial Order granted by the CCAA Court on June 22, 2017, pursuant to which SCI and certain of its affiliates and subsidiaries were granted protection from their creditors under the CCAA (as amended, restated, supplemented and/or modified from time to time).
- (kk) “**Insolvency Proceedings**” means any action, application, petition, suit or other proceeding under any bankruptcy, arrangement, reorganization, dissolution, liquidation, insolvency, winding-up or similar law of any jurisdiction now or hereafter in effect, for the relief from or otherwise affecting creditors of the Seller, including without limitation under the *Bankruptcy and Insolvency Act* (Canada) (including the filing of a notice of intention to make a proposal), CCAA (including the CCAA Proceedings), the *Winding-Up and Restructuring Act* (Canada), the *Canada Business Corporations Act* or United States Bankruptcy Code by, against or in respect of the Seller.
- (ll) “**IP Assignment and Assumption Agreement**” means the intellectual property assignment and assumption agreement for the Purchased Assets, substantially in the form attached as Schedule 1.1(ll).
- (mm) “**Lender Claims**” means the aggregate amount owing to the Lenders arising from or related to the DIP Credit Agreement, the Wells Fargo Credit Agreement and the GACP Credit Agreement, which shall include to the maximum extent permissible under applicable documentation and law, without limitation, all accrued and unpaid principal, interest, default interest, premiums, fees and reasonable costs, charges and expenses all as may be due and payable under the aforementioned credit facilities and any ancillary documents.
- (nn) “**Lenders**” means the secured lenders under the DIP Credit Agreement, the Wells Fargo Credit Agreement and the GACP Credit Agreement.
- (oo) “**Monitor**” means FTI Consulting Canada Inc., in its capacity as CCAA Court-appointed monitor of the Seller pursuant to the Initial Order and not in its personal capacity.

- (pp) “**Monitor’s Certificate**” means the certificate filed with the CCAA Court by the Monitor certifying that the Monitor has received written confirmation in form and substance satisfactory to the Monitor from the Seller and the Buyer that all conditions to Closing have been satisfied or waived by the applicable Parties and that the Purchase Price and all applicable sales and transfer Taxes payable by the Buyer to the Seller have been received by the Monitor.
- (qq) “**NDA**” means the confidentiality, non-disclosure and non-use agreement between the Buyer and SCI dated August 29, 2017.
- (rr) “**Order**” means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.
- (ss) “**Parties**” means the Seller and the Buyer collectively, and “**Party**” means either the Seller or the Buyer, as the context requires.
- (tt) “**Payment Order**” has the meaning given to such term in Section 3.3(b).
- (uu) “**Person**” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity, however designated or constituted.
- (vv) “**Personal Information**” means information about an identifiable individual in the possession or under the control of the Seller.
- (ww) “**Post-Closing Tax Period**” has the meaning given to such term in Section 7.4(c).
- (xx) “**Pre-Closing Tax Period**” has the meaning given to such term in Section 7.4(c).
- (yy) “**Purchase Price**” has the meaning given to such term in Section 3.1.
- (zz) “**Purchased Assets**” has the meaning given to such term in Section 2.1.
- (aaa) “**QST**” means the Québec sales tax payable under the QST Legislation.
- (bbb) “**QST Legislation**” means *An Act Respecting the Québec Sales Tax (Québec)*.
- (ccc) “**SCI**” has the meaning given to such term in the preamble to this Agreement.
- (ddd) “**SCI Viking Inventory**” has the meaning given to such term in Section 5.9(f);
- (eee) “**Sears Group**” has the meaning given to such term in the preamble to this Agreement.
- (fff) “**Seller**” has the meaning given to such term in the preamble to this Agreement.

- (ggg) “**SISP**” means the Sale and Investment Solicitation Process approved by the SISP Order (as amended, restated, supplemented and/or modified from time to time).
- (hhh) “**SISP Order**” means the Order granted by the CCAA Court on the SISP Order Date (as amended, restated, supplemented and/or modified from time to time), which, among other things, approved the SISP.
- (iii) “**SISP Order Date**” means July 13, 2017.
- (jjj) “**Sunset Date**” has the meaning given to such term in Section 9.1(b).
- (kkk) “**Tax**” and “**Taxes**” includes:
- (i) taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever (including withholding on amounts paid to or by any Person) imposed by any Governmental Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, disability, severance, unemployment, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all license, franchise and registration fees and all employment insurance, health insurance and Canada, Ontario and other government pension plan premiums or contributions; and
  - (ii) any liability in respect of any items described in clause (i) payable by reason of contract, assumption, transferee liability, operation of law or otherwise.
- (lll) “**Viking Range License Agreement**” has the meaning given to such term in Section 4.6.
- (mmm) “**Wells Fargo Credit Agreement**” means the revolving credit agreement dated September 10, 2010, as amended by the first amending agreement dated August 2012, the second amending agreement dated May 28, 2014, the third amending agreement dated May 28, 2014, the fourth amending agreement dated August 31, 2015, the fifth amending agreement dated August 18, 2016 and the sixth amending agreement dated March 30, 2017, between SCI (as borrower), Wells Fargo Capital Finance Corporation Canada (as administrative agent and collateral agent) and the lenders party thereto, as the same may be amended, restated, supplemented and/or modified from time to time.

## **1.2 Statutes**

Unless specified otherwise, reference in this Agreement to a statute refers to that statute and the regulations thereunder as they may be amended, or to any restated or successor legislation of comparable effect.

## **1.3 Headings and Table of Contents**

The inclusion of headings and a table of contents in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

## **1.4 Gender and Number**

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and *vice versa*, and words importing gender include all genders.

## **1.5 Currency**

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian dollars. References to "\$" are to Canadian dollars. References to "US\$" are to United States dollars.

## **1.6 Invalidity of Provisions**

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Upon such a determination of invalidity or unenforceability, the Parties shall negotiate to modify this Agreement in good faith so as to effect the original intent of the Parties as closely as possible in an acceptable manner so that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

## **1.7 Knowledge**

Where any representation or warranty, or other provision, contained in this Agreement is expressly qualified by reference to, or otherwise refers to, the knowledge of: (a) the Seller, it will be deemed to refer to the actual knowledge of SCI's Chief Financial Officer; and (b) the Buyer, it will be deemed to refer to the actual knowledge of the Buyer's directors and officers.

## **1.8 Entire Agreement**

This Agreement, the schedules to this Agreement, the NDA and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement among the Parties, and set out all the covenants, promises, warranties, representations, conditions and agreements among the Parties in connection with the subject matter of this Agreement, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral among the Parties in connection with

the subject matter of this Agreement, except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

### **1.9 Waiver, Amendment**

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

### **1.10 Governing Law; Jurisdiction and Venue**

This Agreement, the rights and obligations of the Parties under this Agreement, and any claim or controversy directly or indirectly based upon or arising out of this Agreement or the transactions contemplated by this Agreement (whether based on contract, tort or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the conflicts of law principles thereof. The Parties consent to the exclusive jurisdiction and venue of the CCAA Court prior to a Final Order of the CCAA Court closing the CCAA Proceedings and thereafter to the Courts of Ontario for the resolution of any such disputes arising under this Agreement. Each Party agrees that service of process on such Party as provided in Section 11.7 shall be deemed effective service of process on such Party.

### **1.11 Schedules**

The schedules to this Agreement, listed below, are an integral part of this Agreement:

<b><u>Schedule</u></b>	<b><u>Description</u></b>
Schedule 1.1(d)	Form of Approval and Vesting Order
Schedule 1.1(II)	Form of IP Assignment and Assumption Agreement
Schedule 2.1	Trademark Applications and Registrations
Schedule 2.3	Authorization of Counsel

## **ARTICLE 2 PURCHASE AND SALE**

### **2.1 Agreement to Purchase and Sell Purchased Assets**

Upon and subject to the terms and conditions of this Agreement, at the Closing and effective as of the Closing Time, the Seller shall sell, convey, transfer, assign and deliver, or cause to be sold, conveyed, transferred, assigned and delivered, pursuant to the Approval and Vesting Order, and the Buyer shall purchase, free and clear of all Encumbrances, all of the Seller's right,

title and interest, including, without limitation, all exploitation rights, licenses, sub-licenses, copyrights, logos, trademarks, trade names, domain names, goodwill, know-how, rights associated with social media accounts and other intellectual or industrial rights, in and to all of the Seller's trademarks exclusively related to the "Viking" trademark and brand, including the applications and registrations set out in Schedule 2.1 and all Documents that are in the Seller's possession, if any (collectively referred to herein as the "**Purchased Assets**"). The Purchased Assets include all rights to sue for and collect damages for past, present and future infringements and passing off of rights of the Seller pertaining to the Purchased Assets, and all rights to modify, update, use and exploit the rights of the Seller in the Purchased Assets.

## **2.2 Assumption of Liabilities**

The Buyer shall assume as of the Closing Time and shall pay, discharge and perform, as the case may be, from and after the Closing Time, all obligations and liabilities of the Seller with respect to the Purchased Assets to the extent such obligations and liabilities consist of liabilities and obligations that arise in respect of and relate to the period on and after the Closing Time. The Buyer shall not assume or be deemed to assume or be responsible for any debts, obligations, or liabilities of the Sears Group, including, without limitation, the Seller, in relation to the Purchased Assets or otherwise for periods prior to the Closing Time.

## **2.3 Authorization of Counsel**

The Seller agrees to authorize the Seller's representative for service for the trade-marks included in the Purchased Assets to provide to the Buyer (at the Buyer's cost) documents and records in such counsel(s)' possession or control in connection with the use and evidence of use of the Purchased Assets.

# **ARTICLE 3 PURCHASE PRICE AND RELATED MATTERS**

## **3.1 Purchase Price**

The purchase price payable to the Seller for the Purchased Assets (the "**Purchase Price**"), exclusive of all applicable sales and transfer taxes, shall be the amount of [REDACTED] in cash.

## **3.2 Purchase Price Allocation**

The Purchase Price shall be allocated among the Purchased Assets as agreed by the Parties, acting reasonably. Such allocation shall be binding on the Buyer and the Seller.

## **3.3 Payment of Purchase Price and Treatment of Deposit**

- (a) The Purchase Price will be satisfied as follows:
  - (i) the portion of the Purchase Price equal to the amount of the Deposit and the actual earnings thereon will be satisfied by crediting the Seller, at the Closing Time, with the Buyer's interest in the Deposit (and the actual earnings thereon from the date the Deposit is received by the Monitor in



#### **4.2 Due Authorization and Enforceability of Obligations**

Subject to the issuance of the Approval and Vesting Order:

- (a) the Seller has all necessary corporate power, authority and capacity to:
  - (i) enter into and deliver this Agreement and the Closing Documents; and
  - (ii) carry out its obligations under this Agreement and the Closing Documents;
- (b) the execution, delivery and performance of this Agreement and the Closing Documents, and the consummation of the transactions contemplated by this Agreement and the Closing Documents, have been duly authorized by all necessary corporate action of each Seller; and
- (c) this Agreement does and the Closing Documents when executed by the Seller will constitute valid and binding obligations of each Seller enforceable against it in accordance with its terms.

#### **4.3 Residence of the Seller**

The Seller is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

#### **4.4 Taxes**

The Seller is duly registered under Subdivision (d) of Division V of the GST and HST Legislation with respect to the GST and HST, and under Division I of Chapter VIII of Title I of the QST Legislation with respect to the QST, and will provide their respective registration numbers to the Buyer prior to Closing.

#### **4.5 Inventory**

As at September 27, 2017, the SCI Viking Inventory consisted of [REDACTED] units with an aggregate value of [REDACTED].

#### **4.6 Licenses**

As of the Closing, (i) the License Agreement between SCI and Viking Range Corporation executed on December 19, 2002 (the “**Viking Range License Agreement**”), and any other license agreements, sub-license agreements or other similar agreements or arrangements have been terminated, are expired and/or have been disclaimed; (ii) any and all subsequent executed renewal terms are not in effect; and (iii) all such license agreements, sub-license agreements or other similar agreements or arrangements have been terminated, are expired and/or have been disclaimed.

#### **4.7 No Other Representations, Warranties or Covenants**

Unless and solely to the extent expressly set forth in this Agreement, no representation, warranty or covenant is expressed or implied by the Seller, including any warranties as to title, Encumbrance, description, merchantability or fitness for a particular purpose, environmental

- accordance with the SISP to but excluding the Closing Date) that is being held by the Monitor; and
- (ii) the balance of the Purchase Price will be satisfied by the payment of such amount by wire transfer of immediately available funds at the Closing Time from the Buyer to an account of the Monitor specified in writing by the Seller not less than two (2) Business Days prior to the Closing Date.
- (b) In the event that, prior to the Closing Date, an order (a “**Payment Order**”) of the CCAA Court is obtained directing the Seller to pay to the Lenders all or any portion of the proceeds of the Purchase Price to pay the Lender Claims in full or in part, then subject to and in accordance with the terms of the Payment Order, the Seller will deliver to the Buyer and the Monitor a notice and direction, signed by the Seller, directing the Buyer to pay all or the portion of the Purchase Price, as specified by the Payment Order, to the appropriate Lender by wire transfer at the Closing Time of immediately available funds to an account or accounts specified in such notice and direction, such amount to be applied by the appropriate Lender on account of the amounts owing by the Seller under the DIP Credit Agreement, the Wells Fargo Credit Agreement and/or the GACP Credit Agreement, as appropriate.
- (c) The Deposit paid to the Monitor by the Buyer will, together with any actual earnings thereon (from the date the Deposit is received by the Monitor in accordance with the SISP to but excluding the Closing Date), be:
- (i) credited to the Seller, as applicable, at the Closing Time in accordance with Section 3.3(a)(i), if the sale and purchase of the Purchased Assets provided for herein is completed in accordance with the terms and conditions hereof;
  - (ii) forfeited to the Seller, less any applicable withholding tax, if the Closing does not occur by reason of the default of the Buyer and the Seller shall have no further recourse against the Buyer; and
  - (i) returned to the Buyer, less any applicable withholding tax, if the Closing does not occur by any reason other than the default of the Buyer and the Buyer shall have no further recourse against the Seller.

#### **ARTICLE 4 REPRESENTATIONS AND WARRANTIES BY THE SELLER**

The Seller represents and warrants to the Buyer as follows, and acknowledge that the Buyer is relying upon the following representations and warranties in connection with its purchase of the Purchased Assets:

##### **4.1 Corporate Existence**

The Seller is a corporation duly formed and validly existing under the laws of Canada.

compliance, condition, quantity or quality, or in respect of any other matter or thing whatsoever concerning the Purchased Assets or the right of the Seller to sell or assign the same, as applicable. The disclaimer in this Section 4.7 is made notwithstanding the delivery or disclosure to the Buyer or its directors, officers, employees, agents or representatives of any documentation or other information (including any financial projections, estimates, budgets, offering memoranda, management presentations, due diligence materials or other supplemental data not included in this Agreement). Without limiting the generality of the foregoing, any and all conditions, warranties or representations, express or implied, pursuant to Applicable Law (including under Article 1716 of the *Civil Code of Québec*, the *Sale of Goods Act* (Ontario), the *International Convention on Contracts for the Sale of Goods* (Geneva Convention) and any other applicable sale of goods legislation) do not apply hereto and are hereby expressly waived by the Buyer.

## **ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE BUYER**

The Buyer represents and warrants to the Seller as follows, and acknowledges that the Seller is relying upon the following representations and warranties in connection with their sale of the Purchased Assets:

### **5.1 Corporate Existence**

The Buyer is a corporation duly formed, validly existing and in good standing under the laws of Canada.

### **5.2 Residence of the Buyer**

The Buyer is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

### **5.3 Financial Ability**

As of the Closing, the Buyer and its subsidiaries will have sufficient cash in immediately available funds to allow it to pay the Purchase Price, and all other costs and expenses in connection with the consummation of the transactions contemplated by this Agreement. Notwithstanding anything to the contrary contained herein, the Buyer's obligations to consummate the transactions contemplated by this Agreement are not conditioned or contingent in any way upon the receipt of financing from any person or the availability of funds to the Buyer.

### **5.4 Absence of Conflicts**

The Buyer is not a party to, bound or affected by or subject to (and the assets of the Buyer are not affected by): (a) any charter or by-law provision; (b) any Applicable Law or governmental authorizations, approvals, franchises, orders, certificates, consents, directives, notices, licenses, permits, variances, registrations or other rights issued, granted or given by or from any Governmental Authority; or (c) any agreement or other document, in each case, that would be violated, breached by, or under which any default would occur or with notice or the passage of time would, be created as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any other agreement or document to be entered into or delivered under the terms of this Agreement, except in the case of (b) and (c) for any violations,

breaches or defaults or any Applicable Law or any governmental authorizations, approvals, franchises, orders, certificates, consents, directives, notices, licenses, permits, variances, registrations or other rights issued, granted or given by or from any Governmental Authority, that would not have a material effect on or materially delay or impair the ability of the Buyer to consummate the transactions hereunder.

#### **5.5 Due Authorization and Enforceability of Obligations**

The Buyer has all necessary corporate power, authority and capacity to enter into and deliver this Agreement and the Closing Documents, and to carry out its obligations under this Agreement and the Closing Documents. The execution, delivery and performance of this Agreement and the Closing Documents, and the consummation of the transactions contemplated by this Agreement and the Closing Documents, have been duly authorized by all necessary corporate action of the Buyer. This Agreement does and when executed and delivered by the Buyer the Closing Documents will constitute valid and binding obligations of the Buyer enforceable against it in accordance with its terms.

#### **5.6 Approvals and Consents**

Except for the issuance of the Approval and Vesting Order, no authorization, consent or approval of, or filing with or notice to, any Governmental Authority, court or other Person is required in connection with the execution, delivery or performance of this Agreement by the Buyer, and each of the agreements to be executed and delivered by the Buyer hereunder or the purchase of any of the Purchased Assets hereunder, except for any authorizations, consents, approvals, filings or notices of any Governmental Authority, court or Person that would not have a material effect on or materially delay or impair the ability of the Buyer to consummate the transactions hereunder.

#### **5.7 GST, HST and QST Registration**

The Buyer is duly registered under subdivision (d) of Division V of the GST and HST Legislation with respect to the GST and HST, and under Division I of Chapter VIII of Title I of the QST Legislation with respect to the QST, and has provided or will prior to Closing provide its registration numbers to the Seller.

#### **5.8 Personal Information**

The Buyer's use and disclosure of Personal Information after Closing will be carried out in compliance with all Applicable Laws.

#### **5.9 As Is, Where Is**

- (a) The Buyer acknowledges and agrees that it has conducted to its satisfaction an independent investigation and verification of the Purchased Assets (including the state of title thereto and/or the state of any Encumbrances), and, based solely thereon, has determined to proceed with the transactions contemplated by this Agreement. The Buyer has relied solely on the results of its own independent investigation and verification, and the representations and warranties of the Seller

expressly and specifically set forth in ARTICLE 4, and the Buyer understands, acknowledges and agrees that all other representations, warranties and statements of any kind or nature, expressed or implied (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Seller, or the quality, quantity or condition of the Purchased Assets) are specifically disclaimed by the Seller. Except for the representations and warranties of the Seller expressly and specifically set forth in ARTICLE 4, the Seller does not make or provide hereunder any warranty or representation, express or implied, as to the quality, merchantability, fitness for a particular purpose, conformity to samples or condition of the Purchased Assets, or any part thereof. THE BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF THE SELLER EXPRESSLY AND SPECIFICALLY SET FORTH IN ARTICLE 4: (A) THE BUYER IS ACQUIRING THE PURCHASED ASSETS ON AN "AS IS, WHERE IS" BASIS; AND (B) NEITHER THE SELLER NOR ANY OTHER PERSON (INCLUDING ANY REPRESENTATIVE OF THE SELLER, WHETHER IN ANY INDIVIDUAL, CORPORATE OR ANY OTHER CAPACITY OR THE MONITOR) IS MAKING, AND THE BUYER IS NOT RELYING ON, ANY REPRESENTATIONS, WARRANTIES OR OTHER STATEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER CONCERNING THE SELLER, THE PURCHASED ASSETS, THIS AGREEMENT OR THE TRANSACTIONS, OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) THE BUYER OR ANY OF ITS RESPECTIVE REPRESENTATIVES; AND WITHOUT LIMITING THE FOREGOING, ANY AND ALL CONDITIONS OR WARRANTIES EXPRESSED OR IMPLIED PURSUANT TO THE SALE OF GOODS ACT (ONTARIO), THE INTERNATIONAL CONVENTION ON CONTRACTS FOR THE SALE OF GOODS (GENEVA CONVENTION) AND ANY OTHER APPLICABLE SALE OF GOODS LEGISLATION, WILL NOT APPLY AND ARE HEREBY WAIVED BY THE SELLER AND THE PARTIES AGREE TO EXCLUDE THE EFFECT OF THE LEGAL WARRANTY PROVIDED FOR BY ARTICLE 1716 OF THE CIVIL CODE OF QUÉBEC AND THAT THE BUYER IS PURCHASING THE PURCHASED ASSETS AT ITS OWN RISK WITHIN THE MEANING OF ARTICLE 1733 OF THE CIVIL CODE OF QUÉBEC, AND ANY AND ALL CONDITIONS, WARRANTIES OR REPRESENTATIONS, REGARDING MERCHANTABILITY, PHYSICAL OR FINANCIAL CONDITION, DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, QUANTITY, ANY NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR REGARDING THE SCOPE, VALIDITY OR ENFORCEABILITY OF ANY PURCHASED ASSET, OR ANY OTHER THING AFFECTING THE PURCHASED ASSETS, OR IN RESPECT OF ANY OTHER MATTER OR THING WHATSOEVER, INCLUDING ANY AND ALL CONDITIONS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, PURSUANT TO ANY APPLICABLE LAW IN ANY JURISDICTION, WHICH THE BUYER CONFIRMS DO NOT APPLY TO THIS

AGREEMENT, AND ARE HEREBY WAIVED IN THEIR ENTIRETY BY THE BUYER.

- (b) The Buyer acknowledges and agrees that: (i) the representations and warranties of the Seller set forth in ARTICLE 4 will merge on, and shall not survive, the Closing; and (ii) the Seller will not have or be subject to any liability or indemnification obligation to the Buyer or any other Person resulting from (nor will the Buyer or any other Person have any claim with respect to) the distribution to the Buyer, the Buyer's use of, or reliance on, any information, documents, projections, forecasts or other material made available to the Buyer in certain "data rooms," confidential information memoranda or management presentations in expectation of, or in connection with, the transactions contemplated by this Agreement, regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise. None of the representatives of the Seller, whether in an individual, corporate or other capacity, will have or be subject to any such liability or indemnification obligations.
- (c) The remedies expressly set forth in this Agreement are the Buyer's sole and exclusive remedies relating to this Agreement, the Closing Documents, the transactions contemplated hereby and thereby, and the Purchased Assets.
- (d) This Section 5.9 will not merge on Closing and is deemed incorporated by reference in all Closing Documents.
- (e) The Buyer acknowledges and agrees that the enforceability of this Agreement against the Seller is subject to entry of the Approval and Vesting Order.
- (f) The Buyer acknowledges and agrees that nothing in this Agreement shall operate to prohibit or diminish in any way the right of the Seller to directly or indirectly sell, transfer, liquidate or otherwise dispose of any existing product bearing the Viking name or related to the Purchased Assets, including any Viking-branded inventory (the "**SCI Viking Inventory**"); provided, however, that the aggregate value of the SCI Viking Inventory sold, transferred, liquidated or otherwise disposed of shall not exceed [REDACTED].

#### **5.10 Investment Canada Act**

The Buyer is a "Canadian" or a "WTO Investor" within the meaning of the Investment Canada Act, and the regulations thereunder.

## ARTICLE 6 CONDITIONS

### 6.1 Conditions for the Benefit of the Buyer and the Seller

The respective obligations of the Buyer and of the Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction of, or compliance with, at or prior to the Closing Time, each of the following conditions:

- (a) *No Law* – no provision of any Applicable Law and no judgment, injunction, order or decree that prohibits the consummation of the purchase of the Purchased Assets or any of the other transactions pursuant to this Agreement shall be in effect;
- (b) *Court Order* – the Approval and Vesting Order shall have been issued and entered and such order shall be Final.

The Parties acknowledge that the foregoing conditions are for the mutual benefit of the Seller, on the one hand, and the Buyer, on the other hand. Any condition in this Section 6.1 may be waived by the Seller, on the one hand, or by the Buyer, on the other hand, in whole or in part, without prejudice to any of their respective rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver will be binding on the Seller or the Buyer, as applicable, only if made in writing.

### 6.2 Conditions for the Benefit of the Buyer

The obligation of the Buyer to consummate the transactions contemplated by this Agreement is subject to the satisfaction of, or compliance with, or waiver by the Buyer of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Buyer):

- (a) *Compliance with Covenants* – there shall have been no material breach or non-compliance with any of the covenants, agreements and conditions under this Agreement by the Seller;
- (b) *Truth of Representations and Warranties* – the representations and warranties of the Seller contained in ARTICLE 4 shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of such date (except for representations and warranties made as of specified date, the accuracy of which shall be determined as of such specified date);
- (c) *Officer's Certificate* – the Buyer shall have received a certificate confirming the satisfaction of the conditions contained in Sections 6.2(a) (*Compliance with Covenants*) and 6.2(b) (*Truth of Representations and Warranties*), signed for and on behalf of the Seller without personal liability by an executive officer of the Seller or other Persons acceptable to the Buyer, in each case in form and substance reasonably satisfactory to the Buyer;

- (d) *Disclaimer of Viking Range License Agreement* – at the Seller’s own cost and expense, the Seller shall have commenced the disclaimer process in respect of the Viking Range License Agreement pursuant to Section 32 of the CCAA and one of the following events shall have occurred: (i) the time period in which the licensee is required to apply to a court for an order that such agreement is not to be disclaimed shall have expired and the licensee shall not have applied for such an order; (ii) in the event that an order of a court providing for the disclaimer of the Viking Range License Agreement is required to disclaim such agreement, then such Disclaimer Order shall be Final; or (iii) the CCAA Court shall have otherwise made an order providing for the disclaimer of the Viking Range License Agreement and such order shall be Final (each of the orders described in (ii) and (iii) above, a “**Disclaimer Order**”); and
- (e) *Closing Documents* – each of the deliveries required to be made to the Buyer pursuant to Section 10.2 shall have been so delivered.

### **6.3 Conditions for the Benefit of the Seller**

The obligation of the Seller to consummate the transactions contemplated by this Agreement is subject to the satisfaction of, or compliance with, or waiver where applicable by the Seller of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Seller):

- (a) *Performance of Covenants* – the covenants contained in this Agreement to be performed by the Buyer at or prior to the Closing Time shall have been performed in all material respects as at the Closing Time;
- (b) *Truth of Representations and Warranties* – the representations and warranties of the Buyer contained in ARTICLE 5 shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of such date (except for representations and warranties made as of specified date, the accuracy of which shall be determined as of such specified date); and
- (c) *Officer’s Certificate* – the Seller shall have received a certificate confirming the satisfaction of the conditions contained in Sections 6.3(a) (*Performance of Covenants*) and 6.3(b) (*Truth of Representations and Warranties*) signed for and on behalf of the Buyer without personal liability by an executive officer of the Buyer, in form and substance satisfactory to the Seller, each acting in a commercially reasonable manner.

## **ARTICLE 7 ADDITIONAL AGREEMENTS OF THE PARTIES**

### **7.1 Conduct of Business Until Closing Time**

Except: (1) as contemplated or permitted by this Agreement; (2) as contemplated by the budget delivered in accordance with the DIP Facility; (3) as necessary in connection with the CCAA Proceedings; (4) as otherwise provided in the Initial Order and any other court orders, prior



to the Closing Time; (5) as required by Applicable Law, to the extent reasonably practicable having regard to the CCAA Proceedings; or (6) as consented to by the Buyer, such consent not to be unreasonably withheld, conditioned or delayed, the Seller shall:

- (a) (i) use commercially reasonable efforts to preserve and not abandon the Purchased Assets, and (ii) pay and discharge the debts authorized by the CCAA Court in accordance with the DIP Credit Agreement; and
- (b) not, without the prior written consent of the Buyer (the granting of such consent to be in the Buyer's sole discretion): (i) transfer, lease, license, sell, abandon, create any Encumbrance (other than Encumbrances associated with or permitted by the DIP Credit Agreement) on or otherwise dispose of any of the Purchased Assets (except in the ordinary course of business, in all material respects consistent with past practice); or (ii) agree or make a commitment, whether in writing or otherwise, to do the foregoing.

## 7.2 Covenants Relating to this Agreement

- (a) Each of the Parties shall perform, and shall cause their affiliates to perform, all obligations required to be performed by the applicable Party under this Agreement, co-operate with the other Parties in connection therewith and, subject to the directions of any applicable courts to the Seller, use commercially reasonable efforts to do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable and in any event prior to the Sunset Date, the transactions contemplated by this Agreement and, without limiting the generality of the foregoing, each Party shall and, where appropriate, shall cause each of its affiliates to:
  - (i) negotiate in good faith and use its commercially reasonable efforts to take or cause to be taken all actions and to do, or cause to be done, all things necessary, proper or advisable to satisfy the conditions precedent to the obligations of such Party hereunder (including, where applicable, negotiating in good faith with the applicable Governmental Authorities and/or third Persons in connection therewith), and to cause the fulfillment at the earliest practicable date of all of the conditions precedent to the other Party's obligations to consummate the transactions contemplated hereby; and
  - (ii) not take any action, or refrain from taking any action, and use commercially reasonable efforts to not permit any action to be taken or not taken, which would reasonably be expected to prevent, materially delay or otherwise impede the consummation of the transactions contemplated by this Agreement.
- (b) The Seller and the Buyer agree to cause each of their representatives to keep the other informed on a reasonably current basis as to their progress in terms of the satisfaction of the conditions precedent contained herein.

- (c) The Seller and the Buyer agree to execute and deliver such other documents, certificates, agreements and other writings, and to take such other actions as may be reasonably required to consummate or implement as soon as reasonably practicable, the transactions contemplated by this Agreement.

### 7.3 Release; Acknowledgements

- (a) Except as otherwise contained herein, effective as of the Closing, the Buyer hereby releases and forever discharges the Seller and its affiliates, and their respective successors and assigns, and all officers, directors, partners, members, shareholders, employees and agents of each of them, from any and all actual or potential Claims which such Person had, has or may have in the future to the extent relating to the Purchased Assets.
- (b) The Buyer shall use its best efforts to assist the Seller and shall co-operate with the Seller, as reasonably requested, to obtain from third parties, effective as of the Closing Time, a full release of the Seller's obligations under the Purchased Assets, and shall provide such financial and other information and enter into such assumption agreements as such third parties may reasonably require, in form and substance acceptable to each of the parties thereto acting reasonably and without delay.

### 7.4 Tax Matters

- (a) The Buyer and the Seller agree to use commercially reasonable efforts to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Purchased Assets as is reasonably necessary for the preparation and filing of any Tax return, claim for refund or other required or optional filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution of any suit or other proceedings relating to Tax matters and for the answer to any governmental or regulatory inquiry relating to Tax matters.
- (b) For purposes of any income Tax return related to the transactions contemplated in this Agreement, the Buyer and the Seller agree to report the transactions contemplated in this Agreement in a manner consistent with the Purchase Price allocation determined in accordance with Section 3.2, and the Buyer and the Seller shall not voluntarily take any action inconsistent therewith in any such Tax return, refund claim, litigation or otherwise, unless required by applicable Tax laws. The Buyer and the Seller shall each be responsible for the preparation of their own statements required to be filed under the *Income Tax Act* (Canada) and other similar forms in accordance with applicable Tax laws.
- (c) All Taxes and similar *ad valorem* obligations levied with respect to the Purchased Assets for a taxable period which includes (but does not end on) the Closing Date shall be apportioned between the Seller and the Buyer based on the number of days of such taxable period up to and including the Closing Date (such portion of such taxable period, the “**Pre-Closing Tax Period**”) and the number of days of such

taxable period after the Closing Date (such portion of such taxable period, the “**Post-Closing Tax Period**”). Except as otherwise provided herein, the Seller shall be liable for the proportionate amount of such Taxes that is attributable to the Pre-Closing Tax Period, and the Buyer shall be liable for the proportionate amount of such Taxes that is attributable to the Post-Closing Tax Period.

- (d) In respect of the purchase and sale of the Purchased Assets under this Agreement, to the extent permitted by Applicable Law, the Buyer shall pay direct to the appropriate Governmental Authority all sales and transfer Taxes, registration charges and transfer fees payable by it and, upon the reasonable request of the Seller, the Buyer shall furnish proof of such payment, and the Buyer shall otherwise be liable for and shall pay to the Seller an amount equal to any such Tax payable by the Buyer and collectible by the Seller including under the GST and HST Legislation and the QST Legislation and under any similar provincial or territorial legislation imposing a similar value-added or multi-staged Tax. The Buyer shall deliver to Seller any purchase exemption certificates being relied on by the Buyer in accordance with and in the form and manner as required under Applicable Laws governing provincial sales and transfer Taxes.
- (e) The Buyer hereby waives compliance by the Seller with Section 6 of the *Retail Sales Tax Act* (Ontario) and with any similar provision contained in any other Applicable Law in respect of all sales and transfer Taxes, registration charges and transfer fees payable.

## **7.5 Intellectual Property Matters**

The Seller shall cooperate with and assist the Buyer, at the Buyer’s expense, with the registration of the assignment of the registrable rights relating to the Purchased Assets.

## **7.6 Notice of Certain Events**

The Seller, on the one hand, and the Buyer, on the other hand, shall give prompt written notice to the other Party of: (a) the occurrence or non-occurrence of any fact, change, condition or event, the occurrence or non-occurrence of which would render any representation or warranty of such Party contained in this Agreement or any of the Closing Documents untrue or inaccurate in any material respect; (b) any failure of such Party to comply with or satisfy any covenant or agreement to be complied with or satisfied by such Party hereunder in any material respect or any event or condition that would otherwise reasonably be expected to result in the nonfulfillment of any of the conditions to such Party’s obligations hereunder; (c) any notice (whether written or oral) from any Person (including any counterparty to a Contract) alleging that the consent of such Person is or may be required in connection with, or that any Contract with any such Person is or may be breached or otherwise violated in connection with, the consummation of the Closing or any of the other transactions contemplated by this Agreement or any of the Closing Documents; or (d) any proceeding pending or, to the knowledge of such Party, threatened, against such Party relating to the Agreement and the other transactions contemplated by this Agreement or any of the Closing Documents.

## **7.7 Transition**

Following the Closing Time, the Seller agrees to use commercially reasonable efforts to facilitate introductions between the Buyer and existing suppliers of products sold under the "Viking" trademark and brand that Seller has a continuing relationship as of the Closing Time; provided, however, that the Buyer acknowledges and agrees that nothing in this Section 7.7 shall operate to prohibit or diminish in any way the right of the Seller to dissolve, windup or otherwise cease operations as it may determine in its sole discretion following the Closing Time. Notwithstanding the foregoing, any efforts required of the Seller pursuant to this Section 7.7 shall in no event be required to continue for more than 90 days following Closing.

## **7.8 Risk of Loss**

In the event the Purchased Assets are appropriated, expropriated or seized by any Person, on or prior to the Closing Date and without fault of the Seller, the Buyer may elect to (a) terminate this Agreement, or (b) complete the transactions contemplated by this Agreement without reduction of the Purchase Price. In the event the Buyer elects to complete the transactions pursuant to the preceding clause (b), all proceeds of insurance or compensation for expropriation or seizure in respect thereof will be payable to the Buyer and all right and claim of the Seller to any such amounts not paid by the Closing Date will be assigned to the Buyer. Notwithstanding the foregoing, any obligations of the Seller pursuant to this Section 7.8 shall terminate 90 days following Closing.

# **ARTICLE 8 COURT ORDERS**

## **8.1 Court Orders**

- (a) The Buyer shall cooperate with the Seller acting reasonably, as may be necessary, including by providing such information and taking such actions as may be reasonably requested, in obtaining the Approval and Vesting Order and a Disclaimer Order (if necessary).
- (b) Within the time period provided for in the SISP, the Seller shall use commercially reasonable efforts file a motion with the CCAA Court for the issuance of the Approval and Vesting Order.
- (c) The Seller shall use commercially reasonable efforts to obtain the Approval and Vesting Order and a Disclaimer Order (if necessary).
- (d) The Buyer and its legal counsel shall be given a reasonable opportunity to review and comment on the motion(s) for the issuance of the Approval and Vesting Order and a Disclaimer Order (if necessary).
- (e) Notice of the motion seeking the issuance of the Approval and Vesting Order shall be served by the Seller on all Persons required to receive notice under Applicable Law and the requirements of the CCAA, the CCAA Court, and any other Person determined necessary by the Seller or the Buyer.

## 8.2 CCAA Process

If the Approval and Vesting Order or any other orders of the CCAA Court relating to this Agreement shall be appealed or motion for rehearing or reargument shall be filed with respect thereto, the Seller agrees to take all action as may be commercially reasonable and appropriate to defend against such appeal, petition or motion and the Buyer agrees to use its commercially reasonable efforts to cooperate in such efforts.

## ARTICLE 9 TERMINATION

### 9.1 Termination

This Agreement may be terminated at any time prior to Closing as follows:

- (a) by mutual written consent of the Buyer and the Seller (with the consent of the Lenders and the Monitor, in the case of the Seller) or on further order of the CCAA Court;
- (b) by the Buyer or the Seller (with the consent of the Lenders and the Monitor, in the case of the Seller) if Closing has not occurred on or before the Closing Date (the “**Sunset Date**”); provided, that the Buyer or the Seller, as the case may be, are not in breach of any representation, warranty, covenant or other agreement in this Agreement to cause the conditions in ARTICLE 6 to be satisfied;
- (c) by the Buyer or the Seller upon the dismissal or conversion of the CCAA Proceedings;
- (d) by the Buyer or the Seller upon permanent denial of the Approval and Vesting Order;
- (e) by the Buyer or the Seller if a court of competent jurisdiction or other Governmental Authority has issued an order or taken any other action permanently restraining, enjoining or otherwise prohibiting the consummation of Closing and such order or action has become Final (provided the same was not initiated by the Buyer or the Seller);
- (f) by the Seller, if required under any Order of a court of competent jurisdiction including the CCAA Court;
- (g) by the Seller (with the consent of the Lenders and the Monitor), if there has been a material violation or breach by the Buyer of any covenant, representation or warranty which would prevent the satisfaction of the conditions set forth in Section 6.1 or Section 6.3, as applicable, by the Sunset Date and such violation or breach has not been waived by the Seller or cured within ten (10) Business Days after written notice thereof from the Seller, unless the Seller is in material breach of their obligations under this Agreement;
- (h) by the Buyer pursuant to Section 7.8; or

- (i) by the Buyer, if there has been a material violation or breach by the Seller of any covenant, representation or warranty which would prevent the satisfaction of the conditions set forth in Section 6.1 or Section 6.2, as applicable, by the Sunset Date and such violation or breach has not been waived by the Buyer or cured within ten (10) Business Days after written notice thereof from the Buyer, unless the Buyer is in material breach of its obligations under this Agreement.

The Party desiring to terminate this Agreement pursuant to this Section 9.1 (other than pursuant to Section 9.1(a)) shall give written notice of such termination to the other Party or Parties, as applicable, specifying in reasonable detail the basis for such Party's exercise of its termination rights.

## **9.2 Effect of Termination**

In the event of termination of this Agreement pursuant to Section 9.1, this Agreement shall become void and of no further force or effect without liability of any Party to any other Party to this Agreement except that (a) this Section 9.2 and Sections 3.3(c), 11.1, 11.3, 11.4, 11.5, 11.6 and 11.7 shall survive, (b) the confidentiality, non-use and non-disclosure obligations under the NDA shall survive in accordance with the terms of the NDA, and (b) no termination of this Agreement shall relieve any Party of any liability for any wilful breach by it of this Agreement.

## **ARTICLE 10 CLOSING**

### **10.1 Location and Time of the Closing**

The Closing shall take place at the Closing Time on the Closing Date at the Toronto, Ontario offices of Torys LLP, or at such other location as may be agreed upon by the Parties.

### **10.2 Seller's Deliveries at Closing**

At Closing, the Seller shall deliver to the Buyer the following:

- (a) a certified copy of the Approval and Vesting Order;
- (b) either: (i) written confirmation from the Seller that the time period in which the licensee under the Viking Range License Agreement is required to apply to a court for an order that such agreement is not to be disclaimed pursuant to Section 32 of the CCAA has expired and the licensee shall not have applied for such an order or communicated its intention to do so; or (ii) a certified copy of a Disclaimer Order;
- (c) the IP Assignment and Assumption Agreement duly executed by the Seller;
- (d) an authorization of counsel, substantially in the form attached as Schedule 2.3, duly executed by the Seller;
- (e) an executed copy of the Monitor's Certificate;
- (f) the certificates contemplated by Section 6.2(c);

- (g) a duly executed election pursuant to GST and HST Legislation and QST Legislation, and any certificates, elections or other documents required to be delivered pursuant to Section 7.4; and
- (h) all other documents required to be delivered by the Seller on or prior to the Closing Date pursuant to this Agreement or Applicable Law or as reasonably requested by the Buyer in good faith.

### **10.3 Buyer's Deliveries at Closing**

At Closing, the Buyer shall deliver to the Seller:

- (a) the Purchase Price;
- (b) any sales or transfer Taxes payable on Closing by the Buyer to the Seller pursuant to Section 7.4(d) hereof;
- (c) the IP Assignment and Assumption Agreements duly executed by the Buyer;
- (d) the certificate contemplated by Section 6.3(c);
- (e) a duly executed election pursuant to GST and HST Legislation and QST Legislation, and any certificates, elections or other documents required to be delivered pursuant to Section 7.4; and
- (f) all other documents required to be delivered by the Buyer on or prior to the Closing Date pursuant to this Agreement or Applicable Law or as reasonably requested by the Seller in good faith.

### **10.4 Possession of Assets and Cooperation of the Seller with respect to Intellectual Property**

In no event will the Purchased Assets be sold, assigned, transferred or set over to the Buyer until the conditions set out in the Approval and Vesting Order have been satisfied, and the Buyer has satisfied all delivery requirements outlined in Section 10.3. Promptly following Closing, the Seller shall deliver to the Buyer a hard drive or hard drives containing all of the electronic Documents in its possession, if any, and shall make available for retrieval by the Buyer or its agent(s) any and all Documents in the physical possession of the Seller, if any, for a period of thirty (30) days after the Closing Date.

The Seller will, in respect of the applications and registrations of Intellectual Property included in the Purchased Assets, provide such commercially reasonable cooperation, including the execution of confirmatory notice documents for recordation at government intellectual property offices, to record at such offices the Buyer as the assignee and owner of such Intellectual Property; provided, however, that the Buyer acknowledges and agrees that nothing in this Section 10.4 shall operate to prohibit or diminish in any way the right of the Seller to dissolve, windup or otherwise cease operations as it may determine in its sole discretion following the Closing Time.

### **10.5 Monitor**

The Parties hereby acknowledge and agree that the Monitor will be entitled to file the Monitor's Certificate with the CCAA Court without independent investigation upon receiving written confirmation from the Seller and the Buyer that all conditions to Closing have been satisfied or waived and upon receiving the Purchase Price and any sales or transfer Taxes confirmed in writing by the Seller and the Buyer (on which the Monitor shall be entitled to rely without independent investigation) to be payable on Closing by the Buyer to the Seller pursuant to Section 7.4(d) hereof, and the Monitor will have no liability to the Seller or the Buyer or any other Person as a result of filing the Monitor's Certificate or otherwise in connection with this Agreement or the transactions contemplated hereunder (whether based on contract, tort or any other theory).

## **10.6 Simultaneous Transactions**

All actions taken and transactions consummated at the Closing shall be deemed to have occurred simultaneously, and no such transaction shall be considered consummated unless all are consummated.

## **ARTICLE 11 GENERAL MATTERS**

### **11.1 Confidentiality**

The Buyer shall keep confidential all Confidential Information relating to the Seller and the Purchased Assets in accordance with the terms of the NDA.

### **11.2 Public Notices**

No press release or other announcement concerning the transactions contemplated by this Agreement shall be made by the Seller, on the one hand, or by the Buyer, on the other hand, without the prior consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed); provided, however, that subject to the last sentence of this Section 11.2, any Party may, without such consent, make such disclosure if the same is required by Applicable Law (including the CCAA Proceedings) or by any stock exchange on which any of the securities of such Party or any of its affiliates are listed, or by any insolvency or other court or securities commission, or other similar Governmental Authority having jurisdiction over such Party or any of its affiliates, and, if such disclosure is required, the Party making such disclosure shall use commercially reasonable efforts to give prior oral or written notice to the other Party to the extent legally permissible and reasonably practicable, and if such prior notice is not legally permissible or reasonably practicable, to give such notice reasonably promptly following the making of such disclosure. Notwithstanding the foregoing: (i) this Agreement may be filed by the Seller with the CCAA Court and posted on SEDAR or such other website as may be required pursuant to Applicable Law or the rules of any relevant stock exchange; and (ii) the transactions contemplated in this Agreement may be disclosed by the Seller to the CCAA Court, subject to redacting confidential or sensitive information as permitted by Applicable Law. The Parties further agree that:

- (a) the Monitor may prepare and file reports and other documents with the CCAA Court containing references to the transactions contemplated by this Agreement and the terms of such transactions; and



- (b) the Seller and its professional advisors may prepare and file such reports and other documents with the CCAA Court containing references to the transactions contemplated by this Agreement and the terms of such transactions as may reasonably be necessary to complete the transactions contemplated by this Agreement or to comply with their obligations in connection therewith.

Wherever possible, the Buyer shall be afforded an opportunity to review and comment on such materials prior to their filing. The Parties may issue a joint press release announcing the execution and delivery of this Agreement, in form and substance mutually agreed to by them.

### **11.3 Survival**

None of the representations, warranties, covenants (except the covenants in ARTICLE 2, ARTICLE 3, ARTICLE 11 and Sections 7.3, 7.4, 7.5, 7.7, 11.1 and 11.4 to the extent they are to be performed after the Closing) of any of the Parties set forth in this Agreement, in any Closing Document to be executed and delivered by any of the Parties (except any covenants included in such Closing Documents, which, by their terms, survive Closing) or in any other agreement, document or certificate delivered pursuant to or in connection with this Agreement or the transactions contemplated hereby shall survive the Closing.

### **11.4 Expenses**

Except as otherwise specifically provided herein, the Seller, on the one hand, and the Buyer, on the other hand, shall be responsible for the expenses (including fees and expenses of legal advisers, accountants and other professional advisers) incurred by each of them, respectively, in connection with the negotiation and settlement of this Agreement, and the completion of the transactions contemplated hereby.

### **11.5 Non-Recourse**

No past, present or future director, officer, employee, incorporator, member, partner, securityholder, affiliate, agent, lawyer or representative of the respective Parties, in such capacity, shall have any liability for any obligations or liabilities of the Buyer or the Seller, as applicable, under this Agreement, or for any Claim based on, in respect of or by reason of the transactions contemplated hereby.

### **11.6 Assignment; Binding Effect**

No Party may assign its right or benefits under this Agreement without the consent of each of the other Parties, except that without such consent any Party may, upon prior notice to the other Parties: (a) assign this Agreement, or any or all of its rights and obligations hereunder, to one or more of its subsidiaries or affiliates; or (b) the Buyer may direct that title to all or some of the Purchased Assets be transferred to one or more of its subsidiaries or affiliates; provided, that no such assignment or direction shall relieve such assigning Party of its obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Except as provided in Section 7.3, nothing in this Agreement shall create or be deemed to create any third Person beneficiary rights in any Person not a Party to this Agreement.

## 11.7 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a “Notice”) shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transferred by facsimile or email:.

- (a) in the case of a Notice to the Buyer at:

Canadian Tire Corporation, Limited  
2180 Yonge St.  
Toronto, Ontario  
M4P 2V8

Attention: John Chimienti, Associate General Counsel and Chief Counsel, Retail  
Telephone: 416.480.3680  
Facsimile: 416.480.3107  
Email: john.chimienti@cantire.com

with copies (which shall not in themselves constitute notice) to:

Torys LLP  
Suite 3000,  
79 Wellington Street West  
Box 270, TD Centre  
Toronto, Ontario M5K 1N2

Attention: Adam Slavens  
Telephone: 416.865.7333  
Facsimile: 416.485.7380  
Email: aslavens@torys.com

- (b) in the case of a Notice to the Seller at:

Sears Canada Inc.  
290 Yonge Street, Suite 700  
Toronto, Ontario M5B 2C3

Attention: Phil Mohtadi  
Telephone: (416) 941-4419  
Email: pmohtad@sears.ca

with copies (which shall not in themselves constitute notice) to:

Osler, Hoskin & Harcourt LLP  
Suite 6200  
1 First Canadian Place  
Toronto, ON M5X 1B8

Attention: Marc Wasserman and Tracy Sandler  
Telephone: 416-862-4908 / 416-862-5890  
Facsimile: 416-862-6666  
Email: mwasserman@osler.com / tsandler@osler.com

and the Monitor:

FTI Consulting Canada Inc.  
TD South Tower  
Suite 2010, P.O. Box 104  
Toronto, ON M5K 1G8

Attention: Paul Bishop  
Telephone: 416-649-8053  
Facsimile: 416-649-8101  
Email: paul.bishop@fticonsulting.com

and counsel to the Monitor:

Norton Rose Fulbright Canada LLP  
Royal Bank Plaza, South Tower, Suite 3800  
200 Bay Street, P.O. Box 84, Toronto, ON M5J 2Z4

Attention: Orestes Pasparakis and Virginie Gauthier  
Telephone: 416-216-4815 / 416-216-4853  
Facsimile: 416-216-3930  
Email: orestes.pasparakis@nortonrosefulbright.com /  
virginie.gauthier@nortonrosefulbright.com

Any Notice delivered or transmitted to a Party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the Notice shall be deemed to have been given and received on the next Business Day.

Any Party may, from time to time, change its address by giving Notice to the other Parties in accordance with the provisions of this Section.

### **11.8 Counterparts; Facsimile Signatures**

This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution of this Agreement may be made by facsimile signature or by electronic image scan which, for all purposes, shall be deemed to be an original signature.

### **11.9 Language**

*Les Parties aux présentes ont expressément exigé que le présent convention et tous les documents et avis qui y sont affêrents soient rédigés en anglaise.* The Parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English.

***[Signature pages follow]***

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the date first written above.

**SEARS CANADA INC.**

By: P. Mohtadi  
Name: Philip Mohtadi  
Title: Corporate Secretary

**CANADIAN TIRE CORPORATION,  
LIMITED**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

**SEARS CANADA INC.**

By: \_\_\_\_\_  
Name: Philip Mohtadi  
Title: Corporate Secretary

**CANADIAN TIRE CORPORATION,  
LIMITED**

By: \_\_\_\_\_  
Name: DEAN M. CANN  
Title: CHIEF FINANCIAL OFFICER

By: \_\_\_\_\_  
Name: Douglas B. Nathanson  
Title: General Counsel

**SCHEDULE 1.1(E)**

**FORM OF APPROVAL AND VESTING ORDER**

Court File No. CV-17-11846-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR. ) ●, THE ●<sup>TH</sup>  
 )  
JUSTICE HAINEY ) DAY OF ●, 2017

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 SEARS CANADA INC., CORBEIL  
ÉLECTRIQUE INC., S.L.H. TRANSPORT INC., THE CUT INC.,  
SEARS CONTACT SERVICES INC., INITIUM LOGISTICS  
SERVICES INC., INITIUM COMMERCE LABS INC., INITIUM  
TRADING AND SOURCING CORP., SEARS FLOOR  
COVERING CENTRES INC., 173470 CANADA INC., 2497089  
ONTARIO INC., 6988741 CANADA INC., 10011711 CANADA  
INC., 1592580 ONTARIO LIMITED, 955041 ALBERTA LTD.,  
4201531 CANADA INC., 168886 CANADA INC., AND 3339611  
CANADA INC.

(each, an “**Applicant**”, and collectively, the “**Applicants**”)

**APPROVAL AND VESTING ORDER  
(VIKING Trade-Marks)**

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. c-36, as amended (the “**CCAA**”), for an order, *inter alia*, approving the sale transaction (the “**Transaction**”) contemplated by the asset purchase agreement (the “**APA**”) between Sears Canada Inc. (the “**Seller**”), as vendors, and Canadian Tire Corporation, Limited (the “**Purchaser**”), as purchaser, dated September 29, 2017, and certain related relief, and (ii) vesting in and to the Purchaser all right, title and interest of the Seller in and to the Purchased Assets (as defined in the APA), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of the Applicants, the Affidavit of ● sworn on ●, 2017 including the exhibits thereto (the “● Affidavit”), and the ● Report of FTI Consulting Canada Inc., in its capacity as Monitor (the “**Monitor**”), filed, and on hearing the submissions of respective counsel for the Applicants, the Monitor, the Purchaser, the DIP ABL Agent, the DIP Term Agent and such other counsel as were present, no one else appearing although duly served as appears from the Affidavit of Service of ● sworn ●, 2017, filed:

### **SERVICE AND DEFINITIONS**

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

3. THIS COURT ORDERS that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Amended and Restated Initial Order in these proceedings dated June 22, 2017 (the “**Initial Order**”), or in the APA, as applicable.

### **APPROVAL OF THE APA**

4. THIS COURT ORDERS AND DECLARES that the entering into of the Transaction by the Seller is hereby approved and ratified and that the execution of the APA by the Seller is hereby authorized, approved and ratified with such minor amendments as the Seller (with the consent of the Monitor after consultation with the DIP Lenders) and the Purchaser may agree upon pursuant to the terms of the APA. The Seller 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 and the Monitor shall be authorized to take such additional steps in furtherance of its responsibilities under the APA and this Order, and shall not incur any liability as a result thereof.

5. THIS COURT ORDERS AND DECLARES that upon the delivery of a Monitor’s certificate to the Purchaser substantially in the form attached as Schedule “A” hereto (the “**Monitor’s Certificate**”), all of the Seller’s right, title and interest in and to the Purchased Assets 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, rights or first negotiation, rights of first refusal and any other similar rights, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise in respect of the Purchased Assets (collectively, the “**Claims**”), including, without limiting the generality of the foregoing:

- (a) the Administration Charge, the FA Charge, the KERP Priority Charge, the Directors’ Priority Charge, the DIP ABL Lenders’ Charge, the DIP Term Lenders’ Charge, the KERP Subordinated Charge and the Directors’ Subordinated Charge (as such terms are defined in the Initial Order) and any other charges hereafter granted by this Court in these proceedings (collectively, the “**CCAA Charges**”);
- (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and
- (c) those Claims listed on Schedule “B” hereto;

(all of which are collectively referred to as the “**Encumbrances**”), and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

6. THIS COURT ORDERS that from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances shall attach to the net proceeds from the Transaction (the “**Net Proceeds**”), with the same priority as they had with respect to the Purchased Assets immediately prior to the Closing Date of the Transaction, as if the Transaction had not been completed.

7. THIS COURT ORDERS that, to the extent that obligations remain owing by the Applicants under the DIP ABL Credit Agreement and/or the DIP Term Credit Agreement, the Monitor be and is hereby authorized and directed to distribute, on behalf of the Applicants, on the day of filing the Monitor's Certificate or as soon as practicable thereafter, the Net Proceeds, in partial repayment of amounts then owing by the Applicants under the DIP ABL Credit Agreement or the DIP Term Credit Agreement, as applicable, in such amounts as agreed to by the DIP ABL Agent and DIP Term Agent, as applicable, or if no such applicable agreement can be reached, on further Order of

the Court (a “**Distribution**”).

8. THIS COURT ORDERS that any Distribution made pursuant to this Order shall be and shall be deemed to be made free and clear of all Claims and Encumbrances.

9. 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 any of the Applicants and any bankruptcy order issued pursuant to any such applications; or
- (c) any assignment in bankruptcy made in respect of any of the Applicants;

the distribution permitted by paragraph 7 above shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of any of the Applicants, 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.

10. THIS COURT ORDERS that, if all obligations of the Applicants under the DIP ABL Credit Agreement or the DIP Term Credit Agreement have been satisfied in full the Monitor shall be entitled to retain the Net Proceeds or any remaining portion thereof on behalf of the Applicants to be dealt with by further Order of the Court.

11. THIS COURT ORDERS AND DIRECTS the Monitor to file with the Court a copy of the Monitor’s Certificate, forthwith after delivery thereof in accordance with the terms of the APA.

12. THIS COURT ORDERS that subject to the terms of the APA nothing herein affects:

- (a) the rights and obligations of Sears Canada Inc. (“**Sears Canada**”) and a contractual joint venture comprised of Gordon Brothers Canada ULC, Merchant Retail Solutions ULC, Tiger Capital Group, LLC and GA Retail Canada ULC (the

“Agent”) under the Amended and Restated Agency Agreement between Sears Canada and the Agent dated July 12, 2017 and amended and restated on July 14, 2017;

- (b) the rights and obligations of Sears Canada and the Agent under the Amended and Restated Consulting Agreement between Sears Canada and the Agent dated July 12, 2017 and amended and restated on July 14, 2017; and
- (c) the terms of the Liquidation Sale Approval Order granted July 18, 2017 including the Sale Guidelines attached as Schedule “A” thereto.

### **SEALING**

13. THIS COURT ORDERS that Confidential Appendix “●” to the ● Report of the Monitor shall be and is hereby sealed, kept confidential and shall not form part of the public record pending further Order of this Court.

### **GENERAL PROVISIONS**

14. 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 any of the Applicants and any bankruptcy order issued pursuant to any such applications; or
- (c) any assignment in bankruptcy made in respect of any of the Applicants;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of any of the Applicants, 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.

15. THIS COURT ORDERS that this Order shall have full force and effect in all provinces and territories in Canada.

16. 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, the Monitor and the Purchaser and each of their respective 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 Monitor, as an officer of this Court, the Applicants and the Purchaser as may be necessary or desirable to give effect to this Order or to assist the Applicants, the Monitor and the Purchaser and each of their respective agents in carrying out the terms of this Order.

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**SCHEDULE “A”**

Court File No. CV-17-11846-00CL

**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 SEARS CANADA INC., CORBEIL ÉLECTRIQUE INC., S.L.H. TRANSPORT INC., THE CUT INC., SEARS CONTACT SERVICES INC., INITIUM LOGISTICS SERVICES INC., INITIUM COMMERCE LABS INC., INITIUM TRADING AND SOURCING CORP., SEARS FLOOR COVERING CENTRES INC., 173470 CANADA INC., 2497089 ONTARIO INC., 6988741 CANADA INC., 10011711 CANADA INC., 1592580 ONTARIO LIMITED, 955041 ALBERTA LTD., 4201531 CANADA INC., 168886 CANADA INC., AND 3339611 CANADA INC.

(each, an “**Applicant**”, and collectively, the “**Applicants**”)

**MONITOR’S CERTIFICATE**

**RECITALS**

A. All undefined terms in this Monitor’s Certificate have the meanings ascribed to them in the Order of the Court dated ●, 2017 (the “**Approval and Vesting Order**”) approving the Asset Purchase Agreement between Sears Canada Inc. (the “**Seller**”), as vendor, and Canadian Tire Corporation, Limited (the “**Purchaser**”), as purchaser, dated September 29, 2017 (the “**APA**”), a copy of which is attached as Exhibit ● to the Affidavit of ● dated ●, 2017.

B. Pursuant to the Approval and Vesting Order the Court approved the APA and provided for the vesting in the Purchaser of the Seller’s right, title and interest in and to the Purchased Assets (as defined in the APA), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser and the Seller of a certificate confirming (i) all conditions to Closing have been satisfied or waived by the Purchaser and the Seller, as applicable;

and (ii) the Purchase Price and all applicable sales and transfer Taxes payable (each as defined in the APA) by the Purchaser to the Seller have been received by the Monitor.

THE MONITOR CERTIFIES the following:

1. All conditions to Closing have been satisfied or waived by the Purchaser and the Seller, as applicable; and
2. The cash portion of the Purchase Price and all applicable sales and transfer Taxes payable by the Purchaser to the Seller have been received by the Monitor.

This Monitor's Certificate was delivered by the Monitor at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**FTI CONSULTING CANADA INC.**, in its capacity as Court-appointed Monitor of Sears Canada Inc., et al. and not in its personal or corporate capacity

Per: \_\_\_\_\_  
Name:  
Title:

## **SCHEDULE "B"**

### **Encumbrances**

Any and all rights, including without limitation, rights of first negotiation, rights of first refusal or any other similar rights, under the License Agreement between Sears Canada Inc. and Viking Range Corporation executed on December 19, 2002.

**SCHEDULE 1.1(J)**

**FORM OF IP ASSIGNMENT AND ASSUMPTION AGREEMENT**

**CONFIRMATORY ASSIGNMENT OF TRADE-MARKS**

**WHEREAS**, Sears Canada Inc. (the “**Assignor**”), the full post office address of whose principal office or place of business is 290 Yonge Street, Suite 700, Toronto, Ontario, M5B 2C3, is the owner of the trade-marks listed in the attached schedule (the “**Trade-marks**”);

**AND WHEREAS** pursuant to an asset purchase agreement made as of September 29, 2017 (the “**Purchase Agreement**”), Canadian Tire Corporation, Limited (the “**Assignee**”), the full post office address of whose principal office or place of business is 2180 Yonge St., Toronto, Ontario, M4P 2V8, acquired from the Assignor all of its right, title and interest in and to the Trade-marks together with the goodwill of the business carried on in association with the Trade-marks;

**NOW THEREFORE** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby confirm that the Assignor has sold, assigned and transferred to the Assignee, its successors and assigns, effective as of the date of the Purchase Agreement, all of the Assignor’s right, title and interest in and to the Trade-marks, including all its trade-mark rights in respect of all wares and services in association with which the Trade-marks may have been used, and the goodwill of the business carried on in association with the Trade-marks, together with all right of action resulting from any adverse use of the Trade-marks or any confusingly similar trade-marks prior to such effective date, and the right to claim such relief as is appropriate, the same to be held by the Assignee, its successors and assigns as fully and effectually as they would have been held by the Assignor had this sale, assignment and transfer not been made.

EXECUTED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**SEARS CANADA INC.**

By: \_\_\_\_\_  
Name:  
Title:





**SCHEDULE**

Trademark
VIKING (Registration No. TMDA47453)
VIKING & DESIGN (Registration No. TMA599901) 
VIKING & Design (Application No. 1731943) 
Representation of a Single-Masted Viking Galley (Registration No. UCA41844)

**SCHEDULE 2.1**

**Trademark Applications and Registrations**

<b>Trademark</b>
VIKING (Registration No. TMDA47453)
VIKING & DESIGN (Registration No. TMA599901) 
VIKING & Design (Application No. 1731943) 
Representation of a Single-Masted Viking Galley (Registration No. UCA41844)

**SCHEDULE 2.3**

**FORM OF AUTHORIZATION OF COUNSEL**

**AUTHORIZATION OF COUNSEL**

**To:** Representative for service for the trade-marks listed in the attached schedule (the “**Trade-marks**”) (such counsel, “**You**” or “**Your**”)

**WHEREAS** Sears Canada Inc. (the “**Assignor**”) has sold, assigned and transferred to the Canadian Tire Corporation, Limited (the “**Assignee**”), its successors and assigns, all of the Assignor’s right, title and interest in and to the Trade-marks, including all its trade-mark rights in respect of all wares and services in association with which the Trade-marks may have been used, and the associated goodwill, together with all right of action resulting from any adverse use of the Trade-marks or any confusingly similar trade-marks prior to such sale, assignment and transfer,

**NOW THEREFORE**, the Assignor hereby authorizes you to provide to the Assignee documents and records in Your possession or control in connection with the use and evidence of use of the Trade-marks. The Assignee shall be solely responsible for all costs incurred in connection with providing such documents and records.

EXECUTED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.



**SEARS CANADA INC.**

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

Name:

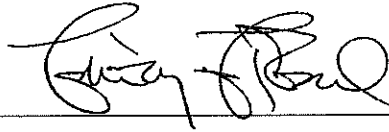
Title:

**SCHEDULE**

Trademark
VIKING (Registration No. TMDA47453)
VIKING & DESIGN (Registration No. TMA599901) 
VIKING & Design (Application No. 1731943) 
Representation of a Single-Masted Viking Galley (Registration No. UCA41844)

# TAB K

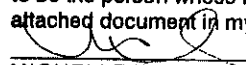
This is **Exhibit "K"** referred to in the Affidavit of Timothy J. FitzGerald, sworn before me this day of October, 2017.

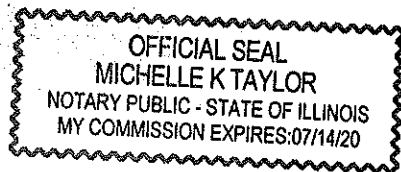


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State of Illinois County of DuPage  
On this 14<sup>th</sup> day of October 2017,  
Timothy FitzGerald  
personally appeared before me, and proved to me through  
satisfactory evidence of identification, which were ID,  
to be the person whose name is signed on the preceding or  
attached document in my presence.

---

  
MICHELLE K TAYLOR, Notary Public  
My Commission Expires July 14, 2020



**THE MIDDLEBY CORPORATION**

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1400 Toastmaster Drive, Elgin, Illinois 60120 • (847) 741-3300 • Fax (847) 741-9561

October 5, 2017

**VIA EMAIL  
CONFIDENTIAL AND WITHOUT PREJUDICE**

Sears Canada Inc. (“**Sears Canada**”)  
222 Jarvis Street  
Toronto, ON M5B 2B8  
c/o Constance de Grosbois  
Director  
BMO Capital Markets  
Email: constance.degrosbois@bmo.com

and

c/o  
Greg Watson  
Senior Managing Director  
FTI Consulting as Court-Appointed Monitor  
Email: greg.watson@fticonsulting.com

Dear Sirs/Madams:

**RE: License Agreement dated December 19, 2002**

We are in receipt of your Notice to Disclaim or Resiliate an Agreement dated September 27, 2017 (“**Notice to Disclaim**”) pursuant to section 32 of the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”). We have also reviewed a redacted copy of the Asset Purchase Agreement dated September 29, 2017 between you and Canadian Tire Corporation, Limited (the “**CT Agreement**”).

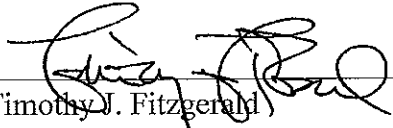
Under the CCAA, a Notice to Disclaim cannot be effective before 30 days after the day on which such notice is given. Sears Canada therefore remains subject to the Right of First Refusal obligations under the License Agreement dated December 19, 2002 (the “**ROFR**”), and Sears Canada has entered into the CT Agreement in contravention of the ROFR.

As we indicated in our letter to you on August 30, 2017, we expect Sears Canada to abide by the ROFR provisions, and as such we require you to promptly provide an unredacted copy of the CT Agreement for our consideration. Upon receipt of this information, we will perform an expeditious review and advise whether we intend to exercise our right under the ROFR to elect to purchase the relevant assets under the same terms as set forth in the CT Agreement.

Sincerely,

**THE MIDDLEBY CORPORATION**

By:

  
\_\_\_\_\_

Timothy J. Fitzgerald

Vice-President and Chief Financial Officer

cc. Marc Wasserman (MWasserman@osler.com), Jeremy Dacks (JDacks@osler.com), Tracy Sandler (TSandler@osler.com), Karin Sachar (ksachar@osler.com) – *Osler, Hoskin & Harcourt LLP*



IN THE MATTER OF THE *COMPANIES'*  
*CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c.  
C-26, AS AMENDED

-and-

AND IN THE MATTER OF A PLAN OF  
COMPROMISE OR ARRANGEMENT OF SEARS  
CANADA INC., CORBEIL ELECTRIQUE INC.,  
S.L.H. TRANSPORT INC., THE CUT INC., SEARS  
CONTACT SERVICES INC., INITIUM LOGISTICS  
SERVICES INC. et al

Applicants

Court File No. CV-17-11846-00CL

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

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**AFFIDAVIT**

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**LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP**

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Lawyers for the Middleby Corporation

IN THE MATTER OF THE COMPANIES'  
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.  
C-26, AS AMENDED

-and-  
AND IN THE MATTER OF A PLAN OF  
COMPROMISE OR ARRANGEMENT OF SEARS  
CANADA INC., CORBEIL ELECTRIQUE INC.,  
S.L.H. TRANSPORT INC., THE CUT INC., SEARS  
CONTACT SERVICES INC., INITIUM LOGISTICS  
SERVICES INC. et al

Applicants

Court File No. CV-17-11846-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**MOTION RECORD**

**LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP**

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Email: [cyung@litigate.com](mailto:cyung@litigate.com)

Lawyers for the Middleby Corporation