

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

SALUS CAPITAL PARTNERS, LLC

Applicant

- and -

**J.S.N. JEWELLERY INC., J.S.N. JEWELLERY UK LIMITED, GMJ
CORP., 2373138 ONTARIO INC., ALWAYS & FOREVER FAMILY
COLLECTION INCORPORATED AND P.M.R. INC.**

Respondents

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

**RESPONDING MOTION RECORD OF THE RECEIVER, RICHTER ADVISORY
GROUP INC., IN ITS CAPACITY AS RECEIVER OF J.S.N. JEWELLERY INC., J.S.N.
JEWELLERY UK LIMITED, GMJ CORP., 2373138 ONTARIO INC., ALWAYS &
FOREVER FAMILY COLLECTION INCORPORATED AND P.M.R. INC.**

**(Re: Utopia/Sharon Stone Motion)
Volume 1 of 2**

September 22, 2016

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

SALUS CAPITAL PARTNERS, LLC

Applicant

- and -

J.S.N. JEWELLERY INC., J.S.N. JEWELLERY UK LIMITED, GMJ CORP., 2373138
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1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c.
C.43, AS AMENDED

FIRST REPORT OF RICHTER ADVISORY GROUP INC.,
IN ITS CAPACITY AS RECEIVER OF
J.S.N. JEWELLERY INC., J.S.N. JEWELLERY UK LIMITED, GMJ CORP.,
2373138 ONTARIO INC., ALWAYS & FOREVER FAMILY COLLECTION INCORPORATED AND P.M.R.
INC.

September 22, 2016

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I. INTRODUCTION

1. Richter Advisory Group Inc. ("**Richter**") was appointed as receiver (the "**Receiver**"), without security, of all of the assets, properties and undertakings (the "**Property**") of J.S.N. Jewellery Inc. ("**JSN Inc.**"), J.S.N. Jewellery UK Ltd. ("**JSN UK**"), GMJ Corp. ("**GMJ**" or "**JSN US**"), (JSN Inc., JSN UK and JSN US are collectively referred to as "**JSN**"), 2373138 Ontario Inc. ("**2373138**"), Always & Forever Family Collection Inc. ("**A&F**" or "**Always and Forever**"), and P.M.R. Inc. ("**PMR**") (all collectively, the "**Debtors Companies**"), pursuant to an Order of the Honourable Justice Newbould dated the 16th day of August, 2016 (the "**Receivership Order**").

2. Pursuant to an Approval and Vesting Order of Justice Newbould, also dated the 16th day of August 2016 (the "**AVO**"), the Receiver was authorized to execute the Sale Agreement¹ and the Purchased Assets² were ordered to be vested in the purchaser, Unique Designs, Inc. ("**Unique**"), free and clear of all claims but subject to the determination of the Sharon Stone Claim³.

3. Pursuant to a Notice of Motion dated August 22, 2016, Utopia Jewellery Ltd. ("**Utopia**") and Sharon Stone Inc. ("**Sharon Stone**")⁴ commenced a motion in the receivership proceedings seeking, *inter alia*, a declaration that the assets defined as "Molds" in the affidavits of Shmuel (Samuel) Cohen ("**Cohen**") and Carla Eisnor ("**Eisnor**") are the property of Sharon Stone and do not form any part of the assets purchased by Unique pursuant to the Sale Agreement.

II. PURPOSE OF REPORT

4. The purpose of this report (the "**Report**") is to report to the Court on the outcome of the Receiver's investigation into the Sharon Stone Claim, including certain conclusions reached by the Receiver as a result of its investigation.

¹ As defined in the Order.

² As defined in the Sale Agreement.

³ As defined in the Order.

⁴ The Notice of Motion describes the Sharon Stone corporate entity as "Sharon Stone Inc." The affidavit of Shmuel Cohen describes the entity as "Sharon Stone Co. Ltd." As hereinafter set out the Receiver believes that the description in the affidavit is accurate.

III. QUALIFICATIONS

5. In preparing this Report, Richter has relied upon audited and unaudited financial information, the Debtor Companies' books and records, financial information prepared by the Debtor Companies and discussions with the CRO⁵ and A&M⁶ (collectively, the "**Information**"). Richter has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided, and in consideration of the nature of the evidence provided to this Court, in relation to the issues reported on herein. Richter has not, however, audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Auditing Standards ("**GAAS**") pursuant to the *Canadian Institute of Chartered Accountants Handbook* and, as such, Richter expresses no opinion or other form of assurance contemplated under GAAS in respect of the information. An examination of the Company's financial forecasts in accordance with the *Canadian Institute of Chartered Accounts Handbook* has not been performed.

6. The Receiver wishes to make clear to the Court that, other than a review of certain pre-receivership sales and/or investment processes undertaken with respect to the Debtor Companies, the Receiver did not participate, prior to the Receivership Order, in the business of the Debtor Companies and does not have independent personal knowledge of the pre-receivership operation of the Debtor Companies. The information contained in this Report was obtained as a result of an investigation conducted by the Receiver which included a review of some of the books and records (hardcopy and electronic) of some of the Debtor Companies, a review of the CCAA court proceedings of Ben Moss,⁷ certain searches of public corporate records in Thailand, information from Thai counsel and information provided by the CRO, A&M, Salus⁸, Utopia and Sharon Stone⁹.

IV. BACKGROUND

The JSN Group of Companies

7. The JSN Group of Companies was founded in or around 1991 by Joseph Shilon ("**Joseph**"). The JSN Group of Companies was comprised of two primary operating businesses; (i) a jewellery wholesale

⁵ As hereinafter defined.

⁶ As hereinafter defined.

⁷ As hereinafter defined.

⁸ As hereinafter defined.

⁹ In their affidavit material and through counsel.

and manufacturing business with global operations, and (ii) Ben Moss Jewellers Western Canada Ltd. ("**Ben Moss**") a jewellery retailing business with 65 stores across Canada. The wholesale and manufacturing business was the original business of the JSN Group of Companies.

8. In 2013, the JSN Group of Companies acquired Ben Moss, a premier Canadian jewellery retailer. Ben Moss operated 65 corporately owned retail outlets across Canada. The management of the JSN Group of Companies acquired the Ben Moss business in order to create a vertically integrated operation that could drive synergies and provide a unique competitive advantage, while maintaining its existing customer base. In order to finance the Ben Moss acquisition, JSN utilized equity from Joseph and debt financing provided by Salus Capital Partners, LLC ("**Salus**").

9. As hereinafter set out, the business of Ben Moss is being liquidated within CCAA proceedings. The business of the Debtor Companies, including JSN Inc., are subject to the present receivership proceedings.

JSN Inc.

10. JSN Inc. is an Ontario corporation incorporated on December 24, 1993. It carried on business from leased premises located at 64 Jardin Drive, Unit 7, Concord, Ontario (the "**JSN Head Office**"). JSN Inc. operated a jewellery wholesale business. (The strategic decisions for all of the Debtor Companies and Utopia were directed from the JSN Head Office.)

11. JSN Inc. is owned by Joseph who is its President and Chief Executive Officer.

12. JSN was one of Canada's largest jewellery manufacturers and wholesalers. It offered thousands of SKU's, including a wide selection of products ranging from entry-level priced diamond designs to fully certified, top-quality diamond jewellery available in 9 carat to 18 carat gold and platinum castings. Designed and manufactured collections included trademarked Canadian Ice Diamonds, Blossom Diamonds, Always & Forever, Colour Couture and Passionate Heart Canadian Diamonds, as well as a number of private labels.¹⁰

13. JSN Inc.'s jewellery inventory was largely manufactured in Thailand by JSN Inc.'s affiliate, Utopia, a Thailand corporation.

¹⁰ It is the Receiver's understanding that, other than limited special orders, sales of particular items of jewellery would have exceeded 50 copies of each style.

14. JSN Inc.'s jewellery inventory was sold to retailers in the United Kingdom through JSN UK. Sales to U.S. customers took place through JSN US and an independent sales agent, Suncor Jewellery Ltd. ("**Suncor**"). JSN UK is a wholly owned subsidiary of JSN Inc. JSN US is indirectly owned by Joseph. Attached hereto as Appendix "A" is an Organization Chart of the JSN Group of Companies.¹¹

15. Joseph is a jewellery design specialist, diamond expert and cutter by trade.

16. Joseph's daughters, Miri Shilon ("**Miri**") and Gila Shilon ("**Gila**") both worked at JSN Inc. The Receiver understands that Miri was JSN inc.'s Director of Product Development. She is a gemologist with certificates issued to her by the Gemological Institute of America. Both Miri and Gila are jewellery designers. Joseph, Miri and Gila were the JSN design team working at the Head Office.

17. Eisnor was the Interim Chief Financial Officer and Senior Vice President of Corporate Finance and Treasurer of JSN Inc. and the various related companies.

18. JSN Inc. was the Lead Borrower with respect to various credit facilities advanced by Salus (the "**Salus Credit Facilities**") as particularized in the Affidavit of Kyle Shonak sworn August 3, 2016 (the "**Shonak Affidavit**") and filed in support of the receivership application herein. Salus was the operating lender to the Debtor Companies. As a result of defaults relating to the Salus Credit Facilities, Salus applied for the Receivership Order in these proceedings. The Shonak Affidavit indicates that as of August 3, 2016, the Debtor Companies owed Salus CDN\$31,012,999 and US\$29,814,991 pursuant to the Salus Credit Facilities.

Utopia

19. As hereinafter set out in greater detail, Utopia operated as a jewellery manufacturing division of the JSN Group of Companies. To the best of the Receiver's information, at least from and after the acquisition of Ben Moss, the sole customer of Utopia was JSN.

¹¹ This Organization Chart was prepared by Eisnor in August 2015 in order to form part of a confidential information memorandum ("**CIM**") to be prepared by A&M in relation to a proposed investment in or refinancing of the JSN Group of Companies. The Organization Chart may not be accurate with respect to the ownership of Utopia - see paragraph 20 hereof and Appendix B.

20. The Receiver has retained the Bangkok, Thailand office of Baker & McKenzie Ltd. ("**Baker & McKenzie**") to conduct certain corporate searches with respect to Utopia in Thailand. Such searches reveal that:

- (i) Utopia was incorporated in Thailand on August 9, 1999;
- (ii) as of April 30, 2016:
 - Joseph owns 999,994 shares;
 - Gilla Shilon owns 1 share;
 - Jagatnarin Taki owns 1 share;
 - Zefra Shilon owns 1 share;
 - Aitria Seminara owns 1 share;
 - Douglas Wood owns 1 share; and
 - Lora Fitkaletti owns 1 share;
- (iii) Joseph and Cohen are directors; and
- (iv) the main activities of the corporation is stated to be "manufacturer, sell and export of jewelleryes and semi-precious stones".

Attached as Appendix "B" is a Data Sheet prepared by Baker & McKenzie summarizing information obtained in its searches.¹²

21. The Organization Chart (Appendix "A") prepared by Eisnor, and the Confidential Information Memoranda hereinafter described, all show Utopia as being owned by Joseph through Whitpay Inc. This information conflicts with the information in the Thailand public records. In either scenario, Joseph either directly or indirectly owns all, or nearly all, of the shares of Utopia and has legal control of it.

22. The Receiver understands that Cohen has the title Managing Director of Utopia and that he reports directly to Joseph. Attached hereto as Appendix "C" is a JSN Jewellery Group (Staff Organization Chart) found by the CRO in the computer records of JSN Inc. indicating that Cohen reported to Joseph. (Similar

¹² The Receiver has in its possession the following public corporate documents relating to Utopia obtained by Baker & McKenzie and written in Thai - list of shareholders, Articles of Association, balance sheet, Certification Document and Memorandum of Association. The Receiver will provide a copy of such documents to any stakeholder requesting such copy.

information is contained in the JSN Organization Chart contained in the Confidential Information Memoranda hereinafter referred to.)

23. Utopia was not a borrower from Salus, however, as set out later in this Report, JSN Inc. financed the operating costs of Utopia on a weekly basis. JSN Inc. was, in turn, financed by Salus. Accordingly, Salus indirectly financed the operations of Utopia.

Sharon Stone Co. Ltd.

24. At the request of the Receiver, Baker & McKenzie conducted certain corporate searches with respect to Sharon Stone Co. Ltd. (no records could be found with respect to an entity named "Utopia Jewellery Ltd.").

25. Based upon those corporate searches, the Receiver understands that:

- (i) Sharon Stone was incorporated on January 7, 1999 in Thailand;
- (ii) as of April 30, 2016 the shareholders are:
 - Duangkamon Chuanchaiyasit owns 25,496 shares;
 - Shmuel Cohen owns 12,250 shares;
 - Sharon Cohen owns 12,250 shares;
 - Manit Chinchueam owns 1 share;
 - Chittra Selanon owns 1 share;
 - Woraphat Joemjitphong owns 1 share; and
 - Somsak Piamwilai owns 1 share;
- (iii) the directors are Shmuel Cohen and Sharon Cohen; and
- (iv) the main activities of the corporation are described as "wholesale of diamonds and precious stones".

Attached hereto as Appendix "D" is a copy of the Data Sheet prepared by Baker & McKenzie.¹³

¹³ The Receiver has in its possession the following public corporate documents relating to Sharon Stone obtained by Baker & McKenzie and written in Thai - list of shareholders, Articles of Association, balance sheet, Certification Document and Memorandum of Association. The Receiver will provide a copy of such documents to any stakeholder requesting such copy.

26. More information with respect to Sharon Stone is set out later in this Report.

A&M, the CRO and the Ben Moss CCAA Proceedings

27. In August 2015, A&M Canada Securities ULC ("**A&M Corporate Finance**") was engaged by JSN Inc. to initiate a process to effectuate a refinancing of the Salus Credit Facilities.

28. In February 2016, the management of JSN Inc., including Joseph and Eisnor prepared, with the assistance of A&M Corporate Finance, a Confidential Information Memorandum ("**CIM**") that was used in a process seeking a refinancing of the Salus Credit Facilities. Attached hereto as Appendix "E" is a copy of the CIM dated February 2016. Attached hereto as Appendix "F" is an email correspondence among A&M Corporate Finance, management at JSN Inc., including Joseph and Eisnor, containing JSN Inc.'s "sign-off" on the final form of the CIM.

29. In March 2016, JSN Inc. engaged Alvarez & Marsal Canada ULC to assist with JSN Inc.'s strategic review process.

30. On April 18, 2016, FAAN Advisors Group Inc. ("**FAAN**") was appointed as interim Chief Financial Officer of Ben Moss. On May 13, 2016, FAAN was appointed as Chief Restructuring Officer ("**CRO**") of Ben Moss. FAAN was also appointed as CRO of JSN Inc. and the other Debtor Companies. The engagement was led by FAAN's managing directors, Naveed Manzoor ("**Manzoor**") and Daniel Sobel ("**Sobel**"). The duties of FAAN included a review of the businesses, assets, liabilities and operations of the appointing entities and the power to direct the operations and management of the appointing entities to the exclusion of other persons, including any board member of the appointing entities. Attached hereto as Appendix "G" is a copy of the appointment letter relating to JSN Inc. and the Debtor Companies.

31. On May 18, 2016, Ben Moss applied for, and was granted an initial order (the "**Initial Order**") under the CCAA. Among other provisions, the Initial Order:

- (i) appointed Alvarez & Marsal Canada Inc.¹⁴ as monitor;
- (ii) appointed FAAN as Court-appointed CRO of Ben Moss;
- (iii) authorized a Refinancing and/or Investment Solicitation Process ("**RISP**") for the purpose of offering the opportunity for potential investors to refinance all or part of

¹⁴ A&M Corporate Finance, Alvarez & Marsal Canada ULC and Alvarez & Marsal Canada Inc. are sometimes collectively referred to as "**A&M**".

the Salus Credit Facilities, to invest in Ben Moss and/or JSN and/or purchase all or a portion of Ben Moss's assets;

- (iv) authorized a DIP Facility provided by Salus; and
- (v) extended the stay of proceedings to include JSN and its property. Attached hereto as Appendix "H" is a copy of the said Initial Order.

32. As part of the RISP process, a revised CIM dated May 2016 was prepared. The CIM closely resembles the February CIM with some update and a discussion of the Ben Moss restructuring plan. A copy of the May 2016 CIM was provided to Eisnor. Attached hereto as Appendix "I" is a copy of the May 2016 CIM and email from A&M to Eisnor dated May 30, 2016.

33. The RISP was not successful and the business of Ben Moss is being liquidated within the CCAA proceedings.

34. It is evident from the above that both the CRO and A&M have extensive knowledge of the business and operations of the Debtor Companies, Ben Moss and their relationship with Utopia. The Receiver has relied upon information provided by the CRO and A&M in conducting its investigation of the Sharon Stone Claim and in preparing this Report.

The Receivership Proceedings and The Sale to Unique

35. As particularized in the Shonak Affidavit, prior to the receivership herein, the assets of JSN Inc., JSN UK, GMJ and A&F (together the "**Vendors**") were marketed for sale. Ultimately, Unique (the "**Purchaser**") submitted an irrevocable offer to purchase the "Purchased Assets" of the Vendors made as of August 1, 2016. (A redacted copy of that offer to purchase is attached as Exhibit "BB" to the Shonak Affidavit and is attached hereto as Appendix "J".)

36. Pursuant to a Notice of Application commenced by Salus and originally returnable on August 11, 2016, Salus sought an order, among other relief:

- (i) appointing Richter as Receiver of the Debtor Companies; and
- (ii) authorizing the Receiver to enter into the Unique offer on behalf of the Vendors, vest the Purchased Assets in the Purchaser free and clear of all claims and authorizing the Receiver to complete that transaction.

37. The application was not opposed by the Debtor Companies.

38. At the return of the application on August 11, 2016, Jeffrey Simpson, of Torkin Manes LLP, appeared on behalf of Utopia and Sharon Stone and advised the Court that his firm had been recently retained and that his clients were disputing the ownership of certain assets that were subject to the Unique offer. The Court adjourned the application to Tuesday, August 16, 2016, and ordered Utopia/Sharon Stone to deliver an affidavit particularizing their claim by noon on Monday, August 15, 2016.

39. Utopia and Sharon Stone delivered an affidavit of Cohen sworn on August 15, 2016 prior to the deadline ordered by the Court. (That affidavit is the supporting affidavit in support of the present motion of Utopia and Sharon Stone.)

40. The Purchaser, Salus, and the Receiver negotiated an amended offer made as of August 15, 2016 (the "**Sale Agreement**") whereby, simplistically, the assets claimed by Utopia/Sharon Stone are "carved-out" from the "Purchased Assets" pending resolution of the present motion, with a price deduction in the event that the motion is successful.

41. On August 16, 2016, Justice Newbould granted the requested Receivership Order, which Order is attached hereto as Appendix "K". Pursuant to the Receivership Order (paragraphs 13 - 17), FAAN was also appointed as CRO of the Debtor Companies.

42. At the same time Justice Newbould granted the AVO which, among other relief, authorized the Receiver to execute the Sale Agreement and to complete the Transaction. The Court ordered, at paragraph 2 of the Order as follows:

"This Court orders and declares that the determination of the Sharon Stone Claim shall be dealt with by further Order of the Court. Sharon Stone retains the right to assert the Sharon Stone Claim, and nothing in this Order shall be deemed to prejudice or otherwise limit the Sharon Stone Claim."

43. The AVO, at paragraph 10 ordered that the "Rosenstein Affidavit" (which included an unredacted copy of the Sale Agreement) be sealed until further order of the Court - no such order has been made as at the date hereof. A copy of the AVO is attached as Appendix "L".

44. At the time of the granting of the Receivership Order and the AVO, Justice Newbould made an endorsement requiring Sharon Stone to file its motion within 5 days. Utopia and Sharon Stone duly filed

their Notice of Motion herein on Monday, August 22, 2016, in accordance with the endorsement of Justice Newbould.

Sale Agreement

45. Pursuant to Section 2.1 of the Sale Agreement, the Receiver agreed to sell to the Purchaser, amongst other assets, all of the Intellectual Property owned by the Vendors.

46. Intellectual Property is defined in the Sale Agreement as follows:

"Intellectual Property" means domestic and foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) mask works, mask work registrations and applications for mask work registrations; (v) designs, design registrations, design registration applications, sketches, trade dress, waxes, molds, models, samples, routers, bills of materials and integrated circuit topographies; (vi) trade names, business names, corporate names, Data Universal Numbering System numbers, vendor numbers, SKU numbers, domain names, website names and URLs, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, service marks and the goodwill associated with any of the foregoing; (vii) information with respect to transactions between the Vendors and Customers other than as required for the ongoing collection by the Vendors or the Receiver of existing accounts receivable from such Customers; and (viii) any other intellectual property and industrial property." (underlining added)

47. Accordingly, it is the position of Unique that it has acquired all of the Vendors' intellectual property relating to jewellery sold by JSN Inc. prior to its receivership which includes such rights in all jewellery manufactured by Utopia and sold to JSN Inc. or any of its related companies. As hereinafter set out, the Receiver supports that position.

48. Section 4.2(d) of the Sale Agreement contains a carve out with respect to the portion of the Purchased Assets that are subject to the Utopia/Sharon Stone motion. At section 7.1 of the Sale Agreement the Receiver, with the assistance of the CRO and Salus, agreed to diligently defend the claim brought by Sharon Stone and Utopia.

The Utopia/Sharon Stone Motion

49. Pursuant to the motion herein, Utopia and Sharon Stone are, among other relief, seeking a declaration that:

- (i) "the assets defined as 'Molds' in the Affidavits of Shmuel Cohen and Carla Eisnor sworn in support of this motion are the property of Sharon Stone; and
- (ii) the Molds do not form any part of the assets purchased by Unique Designs Inc...pursuant to the Sale Agreement dated August 16, 2016...".

50. The affidavit of Cohen defines "Molds" as "Those assets are generally referred to as molds which are used to manufacture jewellery, but include designs, sketches, waxes, models, samples and/or styles (collectively the "Molds")."

51. It appears that Utopia and Sharon Stone do not object to Unique's purchase of the Vendors' trademarks, business names, goodwill and other "Intellectual Property".

V. THE SCOPE OF THE RECEIVER'S INVESTIGATION

52. As previously stated, the Receiver was not involved in the business of the Debtor Companies prior to the receivership. The Receiver has no personal knowledge of the matters that are in issue in the Sharon Stone Claim.

53. In order to obtain factual information needed to respond to the Sharon Stone Claim, the Receiver has:

- (i) conferred extensively with Manzoor and Sobel of the CRO. These individuals have been involved in the business of the Debtor Companies since approximately three months prior to the Receivership Order. They have detailed information with respect to the operations of the Debtor Companies and access to the Debtor Companies' computer systems and records;
- (ii) consulted with Salus and its counsel. Salus and its counsel had background information with respect to the business of the Debtor Companies and Utopia arising from its relationship as lender over a period of approximately 3 years. As hereinafter set out, Salus was involved in the funding of Utopia's operating costs through its funding of JSN Inc.;
- (iii) consulted with A&M. A&M and its affiliates were involved, initially in an investment banking capacity for the JSN Group of Companies commencing in August 2015

and ultimately as CCAA Monitor of Ben Moss prior to the present receivership proceedings;

- (iv) reviewed the Ben Moss CCAA court material;
- (v) reviewed the Motion Record of Utopia and Sharon Stone. On August 29, 2016 Fasken Martineau DuMoulin LLP ("**Fasken**"), counsel to the Receiver, wrote to Jeffrey Simpson requesting certain information with respect to the issues raised in the Motion Record. As at the date of this Report no response has been received. A copy of that letter is attached hereto as Appendix "M"; and
- (vi) retained Baker & McKenzie in Bangkok, Thailand to undertake certain corporate searches of Utopia and Sharon Stone and to provide information with respect to certain principles of Thailand intellectual property law.

VI. CONCLUSIONS REACHED BY THE RECEIVER

54. As a result of its investigation, the Receiver has come to the following conclusions;

- Conclusion #1 the business of Utopia was not run as a separate business from that of JSN Inc. - rather, Utopia functioned as a division of JSN Inc., without regard to corporate distinctions. The 2 entities, along with other entities in the JSN Group of Companies, operated an integrated business;
- Conclusion #2 to the extent there was original design undertaken in the jewellery sold by JSN and manufactured by Utopia, such design was a collaborative effort as between Joseph, Miri and Gila, of JSN Inc., and individuals at Utopia; and
- Conclusion #3 there is no independent evidence, known to the Receiver, from its enquiries, to substantiate that Sharon Stone participated in the design of jewellery manufactured by Utopia and sold by JSN or that the Molds are the property of Sharon Stone.

55. The following is the evidence obtained by the Receiver in support of the above conclusions.

Conclusion #1: The Business Of Utopia Was Not Run As A Separate Business From That Of JSN Inc. Rather, Utopia Functioned As A Division Of JSN Inc., Without Regard To Corporate Distinctions. The Two Entities Operated An Integrated Business.

(i) JSN Inc. and Utopia Were Not Arm's Length Companies – both owned by Joseph

56. As indicated in the Organization Chart (Appendix "A"), JSN Inc. was owned by Joseph. Utopia was also owned by Joseph either directly or through his company, Whitpay Inc. As indicated in the Staff Organization Chart attached as Appendix "C", Cohen reported to Joseph. Accordingly, the two corporations were related and did not carry on business at arm's length.

(ii) JSN and Utopia Had Combined Audited Financial Statements

57. As previously stated, in August 2015, A&M Corporate Finance was engaged by JSN Inc. with respect to a refinancing of the Salus Credit Facilities. A&M Corporate Finance sought information from Eisnor to assist in the preparation of the original CIM. Under cover of an email dated August 27, 2015, from Eisnor to A&M, Eisnor provided certain requested information to A&M (the "**Eisnor Email**"). Attached hereto as Appendix "N" is a copy of the Eisnor Email (without attachments).¹⁵

58. In the Eisnor Email she attached fiscal 2012 and 2014 audited combined financial statements for the JSN Jewellery Group. These financial statements are combined financial statements of "JSN Jewellery Group" prepared on a carved-out basis from the combined financial statements of JSN Inc., GMJ, JSN UK and Utopia. Inter-company sales, expenses and receivables and payables between entities in the Group have been eliminated. The auditors, PricewaterhouseCoopers LLP, state at Note 1 of both financial statements as follows:

"Because the Jewellery Group was a part of a group of companies under common control, these combined financial statements depict the equity in that assets representing the amounts associated specifically with the Jewellery Group."

"The Jewellery Group's principal business activities include the manufacture, distribution and sale of diamond jewellery. The Group's primary sales markets are in Canada, the United States and the United Kingdom. The Jewellery Group's manufacturing facilities are located in Thailand and Ontario, Canada."

Attached hereto as Appendix "O" are the combined financial statements as at August 31, 2012. Attached hereto as Appendix "P" are the combined financial statements as at March 31, 2014.

(iii) JSN and Utopia Prepared Combined Budgets

59. In the Eisnor Email she attached a 2016 combined budget for JSN Inc., Ben Moss, GMJ, JSN UK and Utopia. With respect to Utopia, the budget included the following information:

- (i) in the document entitled "Assumptions" the projected gross margin percentage for Utopia is 0% as opposed to 25% for JSN Inc., JSN UK and JSN US for the 2016 fiscal year budget ending on March 31, 2016. This indicates that the budget for Utopia provided for no profit margin on sales from Utopia to JSN;

¹⁵ The Corporate Organization Chart appended hereto as Appendix "A" is Attachment No. 1 to the Eisnor Email.

- (ii) the projected income statement shows an excess of the cost of sales (\$72,771,000) over net sales (\$70,131,000) resulting in a projected net loss at the end of the budget period of \$2,640,000. After the addition of operating expenses, the loss increased to \$3,711,000;
- (iii) the budgeted monthly loss (after deduction of "Amortization and Depreciation") is reflected under current liabilities as "due to related group party (JSN Canada)". This indicates that the monthly projected losses would be financed by JSN Inc.; and
- (iv) in the section headed "Intangible Assets" no value is shown for intangible Assets such as copyrights.

Attached hereto as Appendix "Q" is the aforesaid budget for the 2016 fiscal period.

(iv) The CIMs Describe Utopia as Part of a Vertically Integrated JSN Group of Companies

60. As previously noted, CIMs were prepared in February 2016 and May 2016 with the assistance of A&M (Appendix "E" and Appendix "i"). The CIMs include the Utopia business. The following are some extracts from the CIMs:

- "The Company is comprised of two businesses; (i) a jewellery **wholesale and manufacturing** business with global operations; and (ii) a jewellery **retailing** business with 67 stores across Canada (together the 'JSN Group').";
- "Joseph Shilon, a jewellery design specialist, diamond expert and cutter by trade, founded JSN in Toronto in 1985 shortly after arriving in Canada from Israel. JSN has grown to become one of Canada's leading jewellery manufacturers and wholesalers and has established international operations and production distribution around the world.";
- "JSN differentiates itself with innovative and evolving designs that are often at the forefront of industry trends. JSN's design and production capabilities coupled with the strength of its growing portfolio of brands has become a competitive advantage that is difficult to replicate within the industry." (Underling added);
- "1996 - JSN begins overseas manufacturing in Bangkok, Thailand.";
- "JSN offers class-leading service to its customers in the design, manufacture and launch of exclusive product lines; this service component has allowed JSN to develop meaningful partnerships with its customers." (Underling added);
- "Vertical integration provides the JSN Group with 'mine to market' control across the entire value chain, including direct sourcing diamonds, jewellery manufacturing, wholesale and retail sales.";

- The Organizational Chart set out at page 17 of the CIM shows the managing director, Thailand,¹⁶ reporting to Joseph as President and CEO.

61. The Receiver has been advised by A&M that, at no time during its engagement as financial advisor to the JSN Group of Companies, or as Monitor of Ben Moss, did any person involved in the JSN Group of Companies indicate that JSN Inc. did not own the intellectual property relating to the inventory it sold. At no time was A&M advised that Sharon Stone was involved in the design of jewellery manufactured by Utopia.

(v) JSN Did the Costing of JSN Inventory Manufactured by Utopia

62. Based upon information provided by the CRO and A&M, the Receiver understands that the costing of jewellery inventory manufactured by Utopia and provided to JSN was not undertaken in a traditional manner. Typically a manufacturer undertakes the costing of its products. With JSN and Utopia, the final costing appears to have been determined by JSN and provided to Utopia. Attached as Appendix "R" is an email chain between Salus, A&M and JSN in May 2016. It appears that the costing of jewellery styles manufactured by Utopia was developed by JSN Inc. on JSN's Navision software.

63. The attached "style cards" for each SKU" was prepared on JSN Inc.'s system by JSN Inc. staff. It calculates the cost of material for each SKU and adds a labour component.

(vi) JSN Inc. Funded Utopia's Weekly Operating Costs

64. Based upon information received from the CRO and the Receiver's review of the documentation appended to this Report, it appears that Utopia did not render customary invoices to JSN and receive payment, therefore, in a typical fashion. Rather, JSN Inc. funded the operating costs of Utopia on a weekly (or more frequent) basis with the respective indebtedness as between Utopia and JSN Inc. accounted for by way of book entries in intercorporate accounts.

65. The Receiver understands that JSN Inc. funded Utopia's operating costs on a weekly (or more frequent) basis. The funding was by way of:

- (i) cash transfers from JSN Inc. or JSN UK to Utopia;
- (ii) gold purchased by JSN from third-party suppliers and directed to be delivered to Utopia; and

¹⁶ Cohen of Utopia.

- (iii) diamonds purchased by JSN or JSN UK sometimes through related parties (Global Diamonds) or from third-party suppliers and directed to be delivered to Utopia.

Attached hereto as Appendix "S" is email correspondence from October 2014 as between Utopia, Eisnor, Cohen and Joseph dealing with the wire payment of cash transfers, provision of gold and budgetary requirements of Utopia.

66. As part of the October 20, 2014 email correspondence dealing with JSN funding Utopia's weekly budget is an email from Utopia to Eisnor, Cohen and Joseph dated October 10, 2014. The email requests a transfer totalling \$2,447,500 from JSN Inc. to Utopia for the following weeks budget. An attachment to the email is an Excel spreadsheet entitled "Madam's Utopia Owe". In that document is a reference to amounts that appear to have been advanced by "Sharon Stone" to Utopia. The Receiver is not clear as to the meaning or import of the entries but is referring to the document as it contains references to Sharon Stone. Attached hereto as Appendix "T" is a copy of that email with the Excel spreadsheet.

67. By way of further example, after the initial appointment of the CRO, the CRO was asked to authorize continued funding of Utopia's operating expenses by JSN Inc. on a weekly or more frequent basis. The CRO and Salus requested information with respect to Utopia's requirements. Attached hereto as Appendix "U" is an email correspondence between Eisnor, Salus, the CRO and A&M with information relating to the funding of Utopia's operating costs dated May 17, 2016. Attached hereto as Appendix "V" is email correspondence amongst Manzoor, Sobel, Eisnor and Joseph (without attachments) dated June 7 and 8, 2016 also with respect to requested funding.

68. All of the above reflects the fact that JSN Inc. funded for Utopia's weekly operating costs. This ties into the combined budget (Appendix "Q") which shows the projected losses in Utopia and the related amount due to JSN Inc.

69. Included in the operating costs of Utopia, funded by JSN Inc., are the costs of Utopia's labour force. Functionally, JSN Inc. funded Utopia's payroll.

70. The Receiver is of the view that the above arrangement, whereby JSN Inc. funded the weekly operating costs of Utopia would be highly unusual in a normal relationship between a manufacturer of an item and an ordinary customer. This financing arrangement recognizes that, as within the JSN Group of

Companies corporate distinctions were blurred. The various corporations operated as one vertically integrated entity.

(vii) The Ordering Process as Between JSN and Utopia Was One Integrated System

71. Based upon information provided by the CRO and former JSN accounting staff, the Receiver understands that the following was the process pursuant to which orders were received from third-party retailers and Ben Moss, communicated to Utopia and later received by JSN Inc., JSN UK or GMJ:

- (i) orders would be received from third-party retailers or Ben Moss by JSN by fax, email or electronic data interchange;
- (ii) orders would be inputted by JSN Inc.'s staff to the JSN Group's Navision ERP/Accounting System;
- (iii) a data file would be transmitted by JSN staff to Utopia;
- (iv) Utopia's staff also had remote access to the JSN Jewellery Group's systems to, amongst other things, access the orders;
- (v) orders were placed into the production schedule by Utopia. Utopia would then estimate how much cash, gold, platinum, findings and diamond purchases it would require for the upcoming production schedule and request funding and/or purchases from JSN Inc. (as set out above under the heading "JSN Inc.'s Funded Utopia's Weekly Operating Costs");
- (vi) when product was ready to ship, it was sent by Utopia to JSN Inc., JSN UK or JSN US;
- (vii) a Utopia-generated commercial invoice to JSN, for the cost of the jewellery, would accompany shipments for customs' purposes. The invoice would reflect the cost of material only. Attached hereto as Appendix "W" is a sample invoice from Utopia to JSN UK dated June 3, 2016. The invoice does not show a price per ring, earring or pendant. Rather, the invoice shows the quantity of material and sets out a price therefore; and
- (viii) at month end, a further accounting entry was performed as between Utopia and JSN for the cost of labour and overhead attributable to the inventory sold during the period that was not otherwise included on the commercial invoice. As stated above, at year end, entries would be performed to adjust the price of the product bought/sold between the companies using a transfer pricing policy established between the related parties in the group.

(viii) JSN Inc. "Paid For" Jewellery Inventory Manufactured by Utopia By Way Of Book Entries In Intercompany Accounts As Between JSN Inc. and Utopia

72. Based upon information provided by the CRO and former JSN accounting staff, the Receiver understands that the following is a summary of the accounting entries/flow of funds that occurred relating to JSN Inc.'s funding of the operating costs of Utopia and the accounting for payment of jewellery inventory provided by Utopia:

- (i) when JSN Inc. provided operating funds to Utopia, JSN Inc. would record the cash payment as a reduction in its intercompany account with Utopia. Utopia in turn would record the receipt of the funds in an intercompany account to increase its intercompany account with JSN Inc.;
- (ii) when JSN provided gold, diamonds or other materials to Utopia, JSN would pay the third-party vendor directly and Utopia would receive the material. A month end reconciliation process occurred whereby JSN Inc. posted the payments as a reduction to the Utopia intercompany account and Utopia posted the amount to increase its intercompany account with JSN Inc.;
- (iii) when Utopia shipped product to JSN no cash changed hands, but rather intercompany journal entries were performed as described above; and
- (iv) Attached as Appendix "X" is a copy of ledgers from JSN Inc.'s records reflecting a sample of such entries.

73. Under the above system, JSN did not pay Utopia for individual shipments of jewellery manufactured by Utopia - as would be the case in a "normal" customer-manufacturer relationship. Rather, JSN paid Utopia's operating costs and the parties "netted out" accounting entries in the intercompany accounts.

Summary

74. By reason of the information set out under the following subheadings:

- (i) JSN Inc. and Utopia Were Not Arm's Length Companies – both owned by Joseph;
- (ii) JSN and Utopia Had Combined Audited Financial Statements;
- (iii) JSN and Utopia Prepared Combined Budgets;
- (iv) The CIMs Describe Utopia as Part of a Vertically Integrated JSN Group of Companies and the CIMs were specifically approved by management of the JSN Group of Companies;
- (v) JSN Did the Costing of JSN Inventory Manufactured by Utopia;

- (vi) JSN Inc. Funded Utopia's Weekly Operating Costs;
- (vii) The Ordering Process as Between JSN and Utopia Was One Integrated System; and
- (viii) JSN Inc. "Paid For" Jewellery Inventory Manufactured by Utopia By Way Of Book Entries In Intercorporate Accounts As Between JSN Inc. and Utopia;

the Receiver has concluded that the business of Utopia was not run as a separate business from that of JSN Inc. and the other entities in the JSN Group of Companies - rather, Utopia functioned as a vertically integrated division of JSN Inc. without regard to corporate distinctions. The 2 entities carried on an integrated business.

Conclusion #2: To The Extent There Was Original Design Undertaken In The Jewellery Sold By JSN And Manufactured By Utopia, Such Design Was A Collaborative Effort As Between Joseph, Miri And Gila, Of JSN Inc., And Individuals At Utopia

75. The design of the jewellery sold by JSN and manufactured by Utopia was a collaborative effort among Joseph, Miri and Gila of JSN Inc. and individuals at Utopia.

76. As set out above, each of Joseph, Miri and Gila were jewellery designers.

77. As set out above, Utopia, functionally, operated an integrated business with the JSN Group of Companies and was, functionally, a division of JSN Inc., financially supported by JSN Inc.

78. Based upon the Receiver's review of email correspondence between JSN Inc. and Utopia it appears to the Receiver that the design of the jewellery manufactured by Utopia and sold by JSN, JSN UK and GMJ was a collaborative effort among Joseph, Miri and Gila and the staff at Utopia. By way of example:

- (i) Email dated March 9, 2016 from Gila to Utopia (cc: Miri) providing instructions with respect to revised designs as per Gila's attached notes;
- (ii) Email dated March 14, 2016 from Gila to Utopia (cc: Miri) dealing with new designs and requesting incorporation of the notes Gila has attached in more detailed outlines;
- (iii) Email dated March 17, 2016 from Gila to Utopia (cc: Miri) with comments on the design of a ring;
- (iv) Email chain ending on May 19, 2016 between Gila and Utopia dealing with revisions to designs requested by Gila for the previous past couple of months that have not been received;

- (v) Email chain ending on May 25, 2016 as between Gila, Miri and Utopia with revisions to various styles;
- (vi) Email dated May 25, 2016 from Utopia to Gila asking for instructions with respect to a particular design;
- (vii) Email chain ending on May 31, 2016 amongst Gila, Miri and Utopia dealing with the redesign of a ring; and
- (viii) Email chain ending on June 9, 2016 amongst Gila, Miri and Utopia dealing with Gila's comments on the design of a ring.

Attached hereto as Appendix "Y" is a copy of the aforesaid emails.

79. It appears that in June 2016 Sushll Kumar's ("**Kumar**") (who appears from the emails attached at Appendix "R" to be a designer at Utopia) employment at Utopia was terminated. By email dated June 19, 2016 from Kumar to Joseph, with a copy to Gila, Kumar asked for payment of compensation of three months' salary and enquired about doing work in the future for "JSN Canada". A copy of this email is attached hereto as Appendix "Z".

80. It appears that subsequent to the termination of Kumar, Utopia asked various questions of Joseph, Miri or Gila with respect to design issues previously dealt with by Kumar. Attached hereto as Appendix "AA" are emails dated June 21, 2016, June 23, 2016, June 23, 2016 and June 26, 2016 in this regard.

81. Given the integrated nature of the JSN Inc. and Utopia businesses and the information contained in paragraphs 71 - 76 hereof, it is the conclusion of the Receiver that the design of the jewellery sold by JSN Inc. and manufactured by Utopia was a collaborative effort amongst Joseph, Miri and Gila of JSN Inc. and Individuals at Utopia. It appears that ultimate direction with respect to design issues came from JSN Inc.

Conclusion #3: There Is No Independent Evidence, Known To The Receiver, From Its Enquiries, To Substantiate That Sharon Stone Participated In The Design Of Jewellery Manufactured By Utopia And Sold By JSN Or That The Molds Are The Property Of Sharon Stone.

82. In all of the emails reviewed by the Receiver with respect to the design of jewellery inventory, a sample of which is attached as Appendix "Y" and Appendix "Z", there is not one email sent by, to or copied to Sharon Cohen or Sharon Stone.¹⁷

¹⁷ As previously indicated the only email reviewed by the Receiver which makes any reference to "Sharon Stone" is found at Appendix "T" and appears to deal with monies advanced by Sharon Stone to Utopia.

83. As previously stated, the Receiver has been advised by A&M that, at no time during its engagement as financial advisor to the JSN Group of Companies, or as Monitor of Ben Moss, did any person involved in the JSN Group of Companies indicate that JSN Inc. did not own the intellectual property relating to the inventory it sold. At no time was A&M advised that Sharon Stone was involved in the design of jewellery manufactured by Utopia.

84. The Receiver has been advised by A&M that A&M's understanding, which it obtained by way of discussions with management of the JSN Group of Companies, including Joseph, was that Sharon Stone was no longer an active company. Historically, the business of Sharon Stone had been to source, design and manufacture colored gem stone jewellery in Thailand but that the business had been wound down many years prior. A&M was also advised that the business of Sharon Stone was owned by Cohen and/or Cohen's wife, Sharon.

85. The Receiver has also been advised by the CRO that, throughout its mandate as CRO of JSN Inc. (and related companies) (both privately appointed and court-appointed), no one at the JSN Group of Companies raised any issue with respect to JSN Inc.'s ownership of intellectual property relating to the jewellery it sold. The CRO was not advised that Sharon Stone was involved in the design of jewellery manufactured by Utopia or had any legal interest in the design of that jewellery. The CRO was not aware of any company by the name of Sharon Stone until the receivership court hearing.

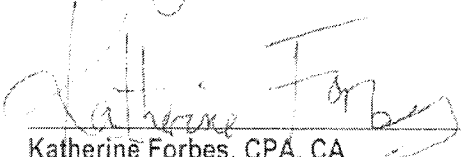
86. The CRO has advised the Receiver that in its review of JSN Inc.'s documents from time to time, it is not aware of any document within the records of JSN Inc. which corroborates that design services were provided by Sharon Stone to Utopia or to JSN Inc. or that Sharon Stone had any legal rights to intellectual property in jewellery manufactured by Utopia for JSN Inc.

All of which is respectfully submitted on the 22nd day of September, 2016.

Richter Advisory Group Inc.
as the Receiver of J.S.N. Jewellery Inc., J.S.N. Jewellery UK Limited, GMJ Corp.,
2373138 Ontario Inc., Always & Forever Family Collection Incorporated, and P.M.R. Inc. and not in
its personal capacity



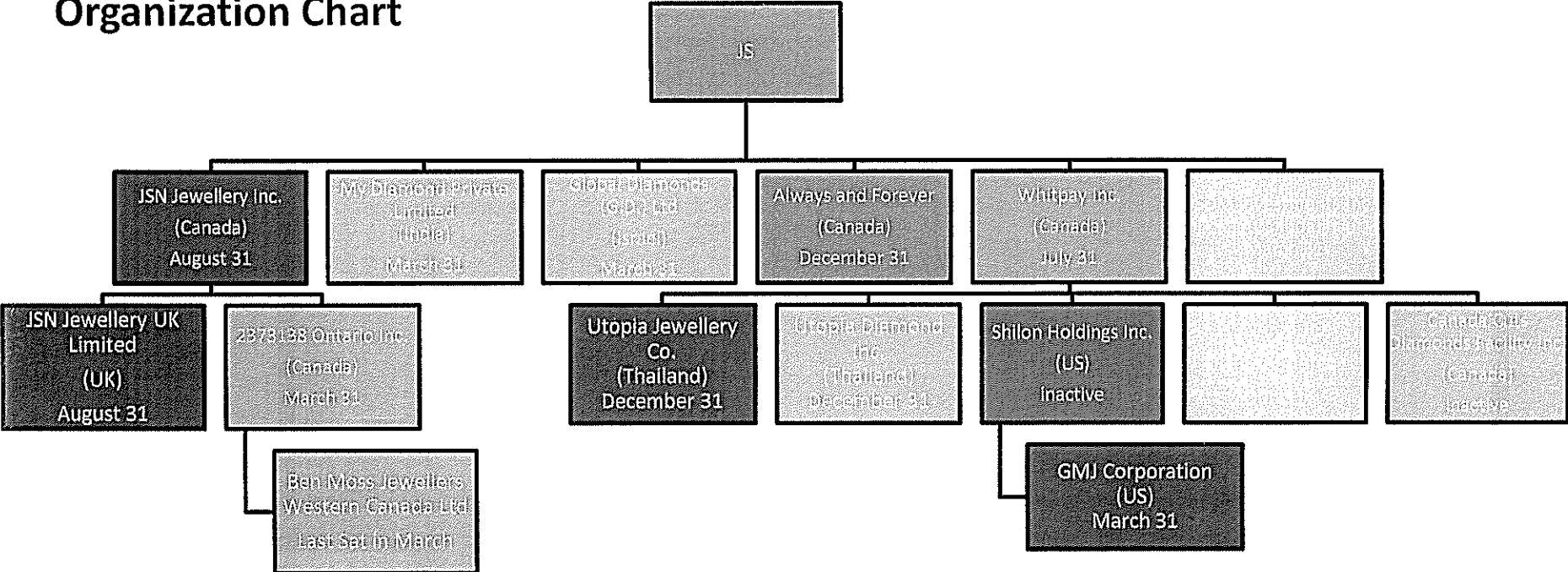
Clark Lonergan, CPA, CA, CIRP
Senior Vice-President



Katherine Forbes, CPA, CA
Vice-President

APPENDIX "A"

Organization Chart



JSN companies included in the Combined FS. JSN Jewellery Inc., GMJ and JSN UK sell to retail customers only within their respective markets. All product is JSN manufactured product which is produced by Utopia Jewellery in Thailand. None of the JSN entities have retail operations.

Ben Moss Jewellers Western Canada Ltd. is also included in the Combined FS. It is the operating company of the Canadian retail business acquired in July 2013. It was acquired indirectly through the personal holding companies of the vendor shareholders via a new holding company – all of which were amalgamated immediately following closing. The numbered company is a holding company and inactive.

Wholesale family ring collection in Canada

- Management services company for the family members who work in the group
- Diamond cutting operations
- Diamond brokers
- Precious metals and stone reclamation
- Real estate holding company (no JSN companies lease from this entity)
- Holding company – has never been active

APPENDIX "B"

DATA SHEET
OF
UTOPIA JEWELLERY LTD.

From corporate searches conducted on 12 September 2016

Name of company: Utopia Jewellery Ltd.

Registration No.: 0105542057968

Date of Incorporation: 9 August 1999

Registered capital: Baht 100,000,000

Share value each: Baht 100

Ordinary shares: 1,000,000 shares

Paid-up capital: Baht 100,000,000

Registered address: 60-71 Moo 13, Suk Sawat Road, Bang Phung Sub-district,
Phra Pradaeng District, Samut Prakan Province.

Shareholders: 7 persons, namely (as of 30 April 2016)

1.	Mr. Joseph Shilon	999,994 shares
2.	Miss Gilla Shilon	1 share
3.	Mr. Jagatnarin Taki	1 share
4.	Miss Zefra Shilon	1 share
5.	Miss Aitria Seminara	1 share
6.	Mr. Douglas Wood	1 share
7.	Mrs. Lora Fitkaletti	1 share
	Total	<u>1,000,000 shares</u>

Directors: 2 persons, namely (as of 12 September 2016)

1. Mr. Joseph Shilon
2. Mr. Shmuel Cohen

Authorized directors: One director signs with the Company's seal affixed.

Main activities: Manufacture, sell and export of jewellerys and semi-precious stones.

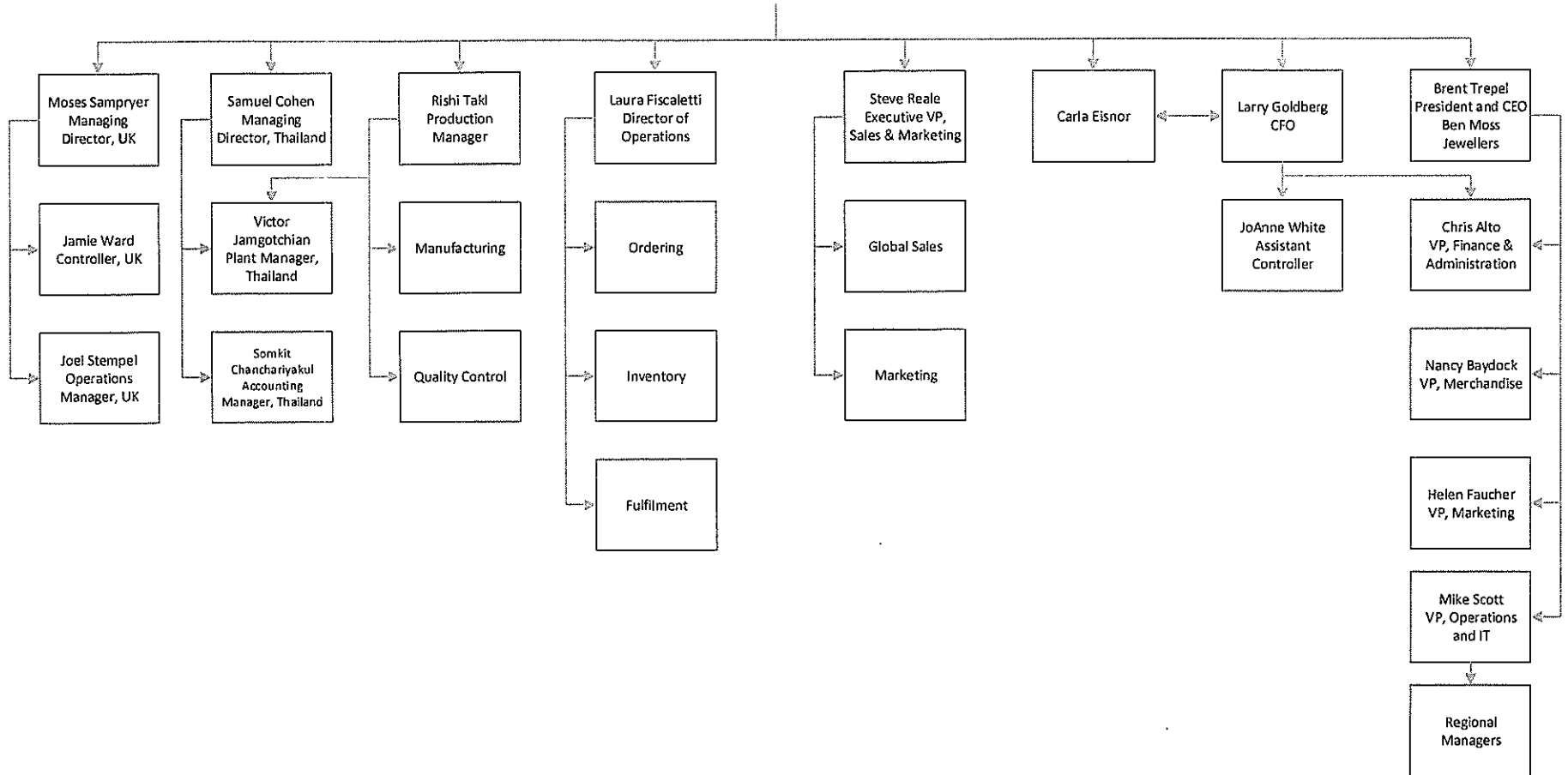
Fiscal year: 1 January - 31 December

Note : All specific names are transliterated from Thai into English for information purposes only. Alternative English spelling may be used by the owners of the names or others.

APPENDIX "C"

JSN Jewellery Group
Staff Organization Chart
High Level

Joseph Shilon
President and CEO
JSN Jewellery Inc.



APPENDIX "D"

DATA SHEET
OF
SHARON STONE CO., LTD.

From corporate searches conducted on 12 September 2016

Name of company: Sharon Stone Co., Ltd.

Registration No.: 0105542001440

Date of Incorporation: 7 January 1999

Registered capital: Baht 5,000,000

Share value each: Baht 100

Ordinary shares: 50,000 shares

Paid-up capital: Baht 5,000,000

Registered address:

Principal office: 30-38 K.B.S. Import-Export Building, 5th Floor, Room No. 510, Mahesak 3 Road, Suriyawong Sub-district, Bang Rak District, Bangkok.

Branch office No. 1: 30-38 K.B.S. Import-Export Building, 1st Floor, Room No. 102, Mahesak 3 Road, Suriyawong Sub-district, Bang Rak District, Bangkok.

Shareholders: 7 persons, namely (as of 30 April 2016)

1.	Miss Duangkamon Chuanchaiyasit	25,496 shares
2.	Mr. Shmuel Cohen	12,250 shares
3.	Mrs. Sharon Cohen	12,250 shares
4.	Mr. Manit Chinchueam	1 share
5.	Miss Chittra Selanon	1 share
6.	Mr. Woraphat Joemjitphong	1 share
7.	Mr. Somsak Piamwilai	_____1 share
	Total	<u>50,000</u> shares

Directors: 2 persons, namely (as of 12 September 2016)

1. Mr. Shmuel Cohen
2. Mrs. Sharon Cohen

Authorized directors: One director signs with the Company's seal affixed.

Main activities: Wholesale of diamonds and precious stones.

Fiscal year: 1 January - 31 December

Note : All specific names are transliterated from Thai into English for information purposes only. Alternative English spelling may be used by the owners of the names or others.

APPENDIX "E"

J.S.N. Jewellery

Confidential Information Memorandum



TORONTO • LONDON • BANGKOK • MUMBAI
WASHINGTON • TEL AVIV • CHIANG MAI

BEN MOSS

 DISTINCTIVELY CANADIAN

Diamond experts since 1910



Disclaimer and Notice of Confidentiality

The information in this Confidential Information Memorandum ("CIM") is intended solely for use by parties who have executed and delivered to Alvarez & Marsal Canada Securities ULC ("A&M Corporate Finance" or "A&M") a confidentiality agreement in a form acceptable to J.S.N. Jewellery Inc. (the "Confidentiality Agreement" or "CA"). The use of the CIM is governed by the terms of the Confidentiality Agreement between J.S.N. Jewellery Inc. and its subsidiaries and affiliated operating entities (collectively, "JSN" or the "Company") and the recipient and any person in possession of the CIM should familiarize themselves with the Confidentiality Agreement before reading, circulating or using the CIM. The CIM may not be distributed, reproduced or used for any purpose other than evaluating a potential transaction with the Company by a person permitted to do so pursuant to the Confidentiality Agreement. By accepting the CIM, the recipient agrees that it will cause its directors, officers, employees and representatives to use the CIM and any other information in respect of the Company only to evaluate their interest in entering into the transaction contemplated in the CIM (the "Transaction") with the Company and for no other purpose.

The CIM contains confidential information regarding JSN. All information included in the CIM is confidential information that must be held in strict confidence and used only for the purpose of evaluating the Transaction. The CIM also includes, in some cases, estimates, projections, forecasts, plans, budgets and similar materials and information regarding or relating to the future operating and financial performance or prospects of JSN and other anticipated events or results that are not historical facts (collectively, "Forward-Looking Information"). All Forward-Looking Information has been prepared solely by the Company without any representation or warranty whatsoever made by A&M and/or any of its affiliates, and is subject to important risks, uncertainties, estimates and assumptions. Accordingly, there can be no assurance that Forward-Looking Information will be realized. Neither JSN nor A&M warrants or guarantees the Forward-Looking information in any way. The reader is cautioned that the assumptions used by the Company in the preparation of financial budgets, projections or forecasts may prove to be incorrect. Actual results achieved will vary from the forecast results and the variations may be material. There is no guarantee that the budgets, projections or forecasts will be achieved in whole or in part.

No representation, warranty or guarantee, expressed or implied, is made by JSN or any of its representatives including A&M and any of its affiliates with respect to the accuracy or completeness of any information provided in this CIM or in any oral or written or electronic or other communications transmitted to the recipient in the course of its evaluation of the Company. No person is entitled to rely on the accuracy or completeness of this information. The only information concerning JSN that shall have any legal effect will be that which is specifically represented or warranted in a definitive agreement relating to a specific transaction affecting the Company that has been executed on behalf of JSN. Information in the CIM has not been verified whatsoever by A&M. JSN and A&M disclaim any intention or obligation to update any information, estimates, projections, forecasts, plans, budgets and similar materials and information regarding or relating to the past, current or future operating and financial performance of JSN, whether as a result of new information, future events or otherwise, and we do not expect to update or otherwise revise the CIM.

The CIM does not purport to contain all the information that may be required to evaluate a transaction involving JSN, and any recipient hereof should conduct its own independent analysis of JSN and the information contained or referred to herein.

It is the Company's intention to conduct its business in the ordinary course while offers to enter into a transaction with the Company are being solicited. However, JSN reserves the right to take any action, whether in or out of the ordinary course of business, which it deems necessary or advisable in the conduct of its business.

Neither this CIM nor its delivery to any party shall constitute an offer to sell or the solicitation of an offer to buy JSN or its affiliates, nor shall this CIM be construed to indicate that there has not been any change in the affairs of the Company since the date hereof. This CIM does not constitute an offer or solicitation in any jurisdiction to any person to whom it is unlawful to make such an offer or solicitation. This CIM is not, and under no circumstances is to be construed as, a prospectus, a public offering, or an offering memorandum as defined under applicable securities legislation.

By accepting this CIM, the recipient acknowledges and agrees that (i) all of the information contained herein is subject to a Confidentiality Agreement previously executed by the recipient; (ii) the recipient will not distribute or reproduce this CIM, in whole or in part; (iii) if the recipient does not wish to pursue this opportunity, or at the request of A&M or JSN, the recipient will destroy or return this CIM and any compilations, analysis, or other documents that contain or reflect any confidential information contained in this CIM, to A&M as soon as practicable, together with any other material relating to the Company which the recipient may have received from A&M or JSN; and (iv) any proposed actions by the recipient that may be inconsistent in any respect with the foregoing will require the prior written consent of JSN or A&M.

Alvarez and Marsal Corporate Finance
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- Section One -

EXECUTIVE SUMMARY

Situation Overview

JSN was founded in 1991 by Joseph Shilon; since then, it has grown into an internationally recognized brand with manufacturing, wholesale and retail operations

- The Company is comprised of two businesses; (i) a jewellery *wholesaling and manufacturing* business with global operations; and (ii) a jewellery *retailing* business with 67 stores across Canada (together the "JSN Group").
- The wholesale and manufacturing business ("JSN") is the original business of the Company. Since its founding it has expanded globally, increasing both its manufacturing footprint and wholesale customer base which includes a broad group of international, blue chip jewellery retailers.
- In 2013, the JSN Group acquired Ben Moss ("Ben Moss"), a premier Canadian jewellery retailer (the "Transaction"). Ben Moss operated 63 corporately owned retail outlets across Canada and generated in excess of \$80 million of revenue; a growing percentage of JSN's Canadian sales were to Ben Moss.
- JSN management was of the view that the existing Ben Moss business was stagnating and required additional capital and reinvigoration to succeed. JSN management viewed this as a substantial opportunity to create a vertically integrated operation that could drive synergies and provide a unique competitive advantage, while maintaining its existing customer base.
- At the time of the acquisition, Ben Moss' profitability was in decline and JSN management knew that it would take time to derive the operational synergies and performance enhancements it had forecast for the combined business.
- In order to finance the acquisition, JSN utilized equity from its founder and debt financing provided by Salus Capital Partners.

March 2016 Forecast Combined Financials (CAD)

132.6 million	Revenue
61.0 million	Gross Profit
13.1 million	EBITDA
74.7 million	Marginable Assets ¹

Capital Structure¹

46.5 million	ABL Revolver
15.4 million	Term Loans
61.9 million	Total Debt

¹ Based on January 16, 2016 borrowing base; \$15.9m Eligible A/R + \$58.8m Eligible Inventory.



Situation Overview (cont'd)

With the hard work associated with integrating the businesses now well underway, the JSN Group is looking to refinance its Salus credit facility to allow it to take advantage of the foundation that it has constructed over the last several years

- The historical results are reflective of the challenges the Company has faced with the development of a fully integrated business; however, the business has now begun to see the benefits of its efforts.
- While existing leverage (on a debt to LTM EBITDA basis) is relatively high, it is supported by substantial working capital and a forecast that, taking advantage of achievable EBITDA growth and debt repayment, de-levers over the forecast period.
- With the financial turnaround at Ben Moss underway, JSN is seeking to identify a partner to refinance its existing loan facilities and to provide capital to support its growth.
- The current facilities consist of a CAD \$50 million committed ABL revolving facility (plus \$5m uncommitted accordion), and term loans totaling CAD \$25m² as outlined below:

Current Capital Structure Summary	Current Facility	Amount Outstanding ³
Revolver ¹	\$55.0m	\$46.5m
Term Loan "A"	\$7.0m	\$5.0m
Term Loan "B"	\$13.0m	\$5.4m
Term Loan "C" ²	\$5.0m	\$5.0m
Total Facility	\$80.0m	\$61.9m

1 – Includes uncommitted accordion.

2 – USD Term Loan for \$3.5 mm, converted at Jan 16, 2016 rates

3 – Per January 16, 2016 borrowing base



Ben Moss Strategic Initiatives

Completed

- ✓ The JSN Group is now vertically integrated 'mine to market' capturing additional gross margin across the value chain
- ✓ A large number of Ben Moss' third party wholesale suppliers have been strategically displaced by JSN
- ✓ Third party repair and special order service capabilities have been brought in house

In-progress

- Optimizing store operations and procurement strategies to maximize efficiencies
- Significant changes to merchandising strategy, tailored by category and region
- Overhead structure review to identify synergies / cost savings
- Store performance evaluation and development of strategies to improve profitability

Proposed Facility

JSN is looking to refinance its current credit facilities to provide the business with additional liquidity to continue to execute its strategic initiatives

- The proposed facilities have the following characteristics:

Revolving ABL Proposed Facility

Borrower	JSN Jewellery and Ben Moss Jewellers
Facility Type	Committed, ABL revolving
Amount	Up to \$50 million + \$5 million seasonal bulge
Term	5 years
Priority	First charge on inventory and accounts receivable of JSN and Ben Moss; second charge on all other assets
Documentation	Subject to completion of definitive agreement and credit documentation

Term Loan Proposed Facility

Borrower	JSN Jewellery and Ben Moss Jewellers
Facility Type	Committed, Term Loan
Amount	Up to \$20 million
Term	5 years
Amortization	Bullet at maturity
Priority	Second charge on inventory, accounts receivable and capital leases of JSN and Ben Moss; first charge on all other assets
Documentation	Subject to completion of definitive agreement and credit documentation



Investment Highlights

A unique Canadian financing opportunity ...

Reputation

JSN and Ben Moss are both well respected in an industry where reputation is of the utmost importance; JSN management has an unwavering commitment to quality and has been dedicated to establishing and maintaining credibility for over 30 years in the industry while Ben Moss has been in business for 100+ years.

Inventory

JSN maintains a high quality inventory base of finished jewellery and diamonds with high NOLV and attractive gross margins; JSN's operations and inventory control practices have earned the praise of industry experts.

High quality customer base

JSN's customer base consists of top-tier names in jewellery retail including major international retailers such as Zales Canada & U.S. (Signet), Fraser Hart, Fred Meyer Jewelers (Kroger), Charm Diamonds, Peoples Jewellery and Goldsmiths Jewellers (Aurum).

Vertically integrated global operations

With the acquisition of Ben Moss, JSN's operations span the entire value chain from 'mine to market'; a direct source to rough and polished diamonds offers traceability and control that is unique within the industry.

Attractive industry performance and strong outlook

The industry is expected to experience annual growth of 7% over the next five years, driven by increases in per capita income and gold prices.¹

Strong financial profile

JSN's combined forecast EBITDA for the year ending March 31, 2016 is \$13.1 million, with attractive gross profit margins of approximately 46%.



¹ MarketLine Industry Profile: Global Jewelry & Watches, March 2015 – MarketLine is a leading provider of online database and analysis services for key industry sectors.

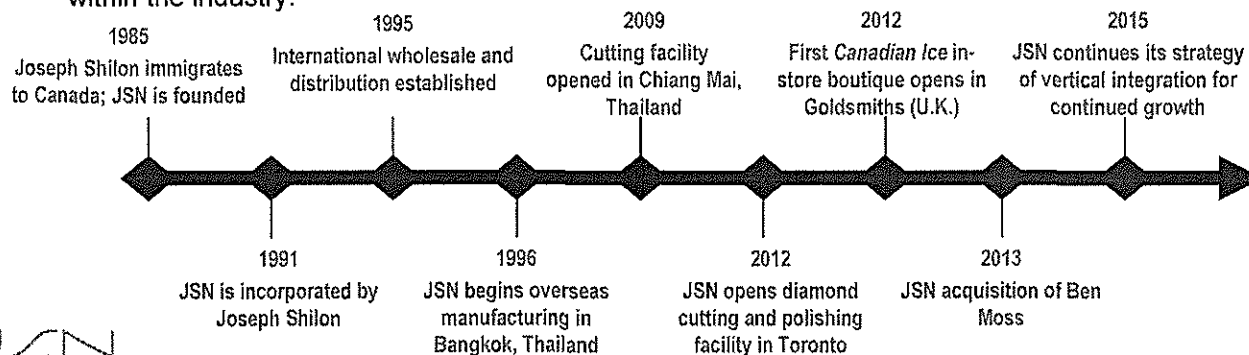
- Section Two -

COMPANY OVERVIEW

Overview – JSN Jewellery

JSN Jewellery (Manufacturing and Wholesale Operations)

- Joseph Shilon, a jewellery design specialist, diamond expert and cutter by trade, founded JSN in Toronto in 1985 shortly after arriving in Canada from Israel. JSN has grown to become one of Canada’s leading jewellery manufacturers and wholesalers and has established international operations and product distribution around the world.
- The Company offers thousands of SKU’s including a wide selection of product ranging from entry-level priced diamond designs to fully-certified, top-quality diamond jewellery available in 9-kt. to 18-kt. gold and platinum castings.
- Exclusively designed and manufactured collections include trademarked Canadian Ice Diamonds, Blossom Diamonds, Always and Forever, Colour Couture and Passionate Heart Canadian Diamonds as well as a number of private labels that it produces for major retail customers.
- With direct source to rough and polished diamonds and owned cutting and manufacturing operations, both overseas and locally, it offers its customers unparalleled traceability and quality as well as a host of value added services.
- JSN differentiates itself with innovative and evolving designs that are often at the forefront of industry trends. JSN’s design and production capabilities coupled with the strength of its growing portfolio of brands has become a competitive advantage that is difficult to replicate within the industry.



1. Includes sales to Ben Moss, including associated intercompany profit which is otherwise eliminated in the combined results.

March 2016 Forecast Wholesale Financials (CAD)¹

84.6 million	Revenue
23.8 million	Gross Profit
13.0 million	EBITDA

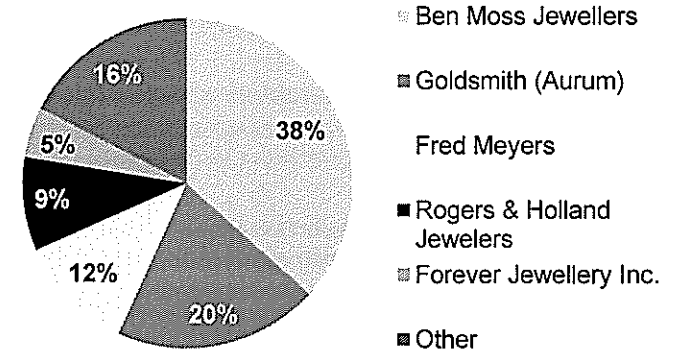


Overview – JSN Jewellery (cont'd)

JSN has visibility and control throughout the entire diamond lifecycle and features industry leading designs, high quality brands and a blue chip customer base...

- JSN offers class-leading service to its customers in the design, manufacture and launch of exclusive product lines; this service component has allowed JSN to develop meaningful partnerships with its customers.
- Wholesale revenues are earned primarily within Canada, the United States and the United Kingdom. In addition to Ben Moss, JSN's customer base features top tier names in the global jewellery retail industry.
- Since the Transaction, JSN has steadily grown its wholesale business in Canada by strategically displacing other third-party suppliers at Ben Moss; JSN continues to acquire new customers in the U.S. and is expanding its product lines within existing U.K. customers.
- To add to its service capabilities JSN expanded its Toronto manufacturing facility in 2013, allowing it to displace third party service providers and capitalize on high margin, in-house repair and special order programs while maintaining complete control over quality.

Major Wholesale Customers



*based on forecast FY2016

Major Wholesale Customers

Canada

BEN MOSS

DISTINCTIVELY CANADIAN

CHARM

DIAMOND CENTRES



FOREVER JEWELLERY



BEN MOSS

DISTINCTIVELY CANADIAN

United States

ZALES

THE DIAMOND STORE®

SIGNET
JEWELERS

Fred Meyer Jewelers

Rogers & Hollands

United Kingdom

GOLDSMITHS

SINCE 1778

Mappin & Webb

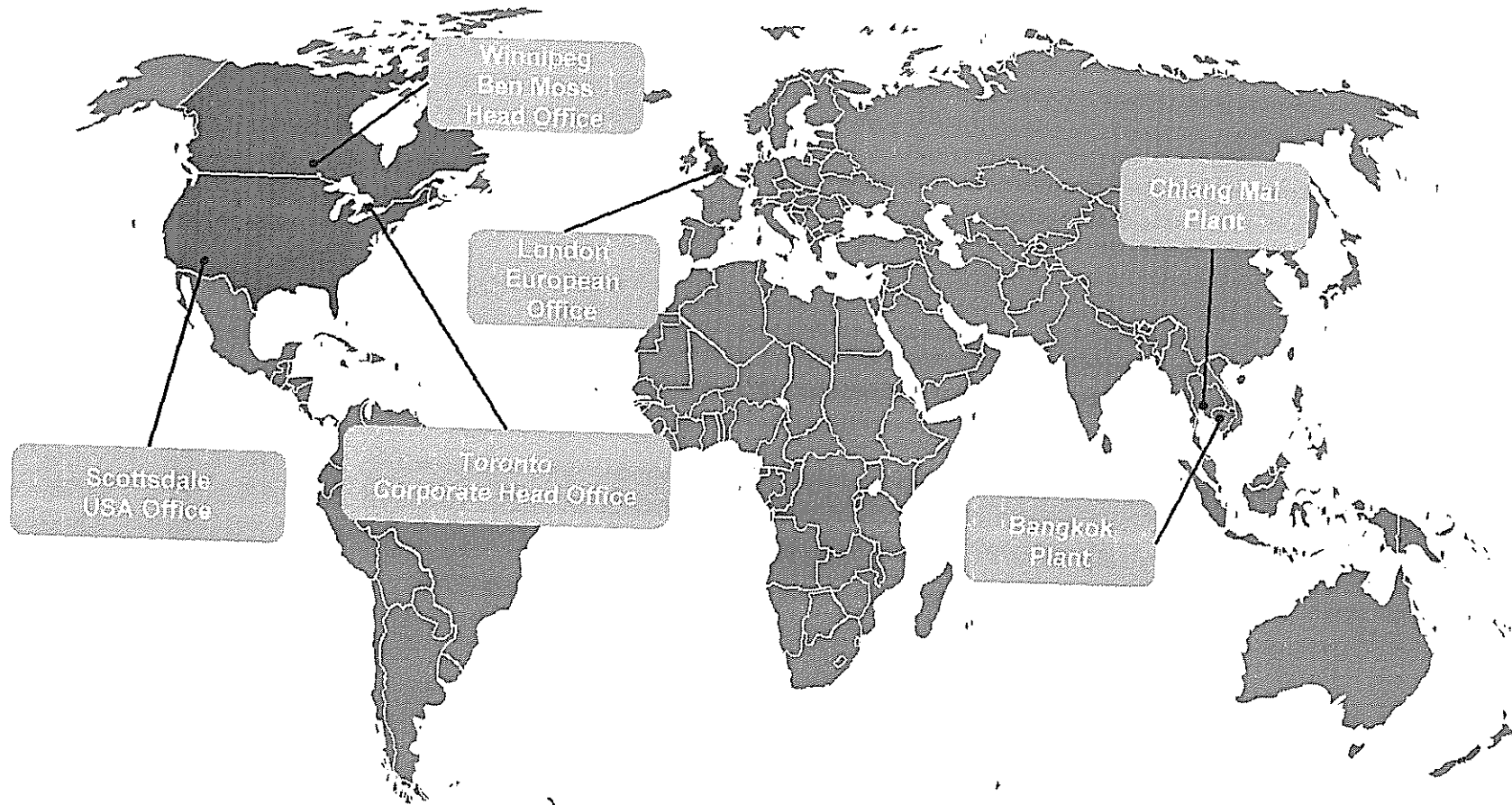
LONDON

FRASER HART

FINE JEWELLERS SINCE 1936

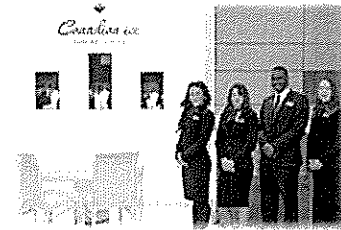
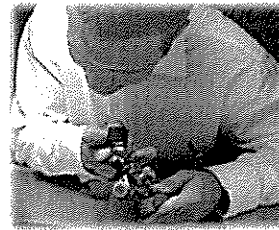
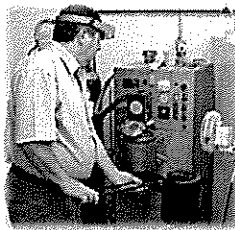
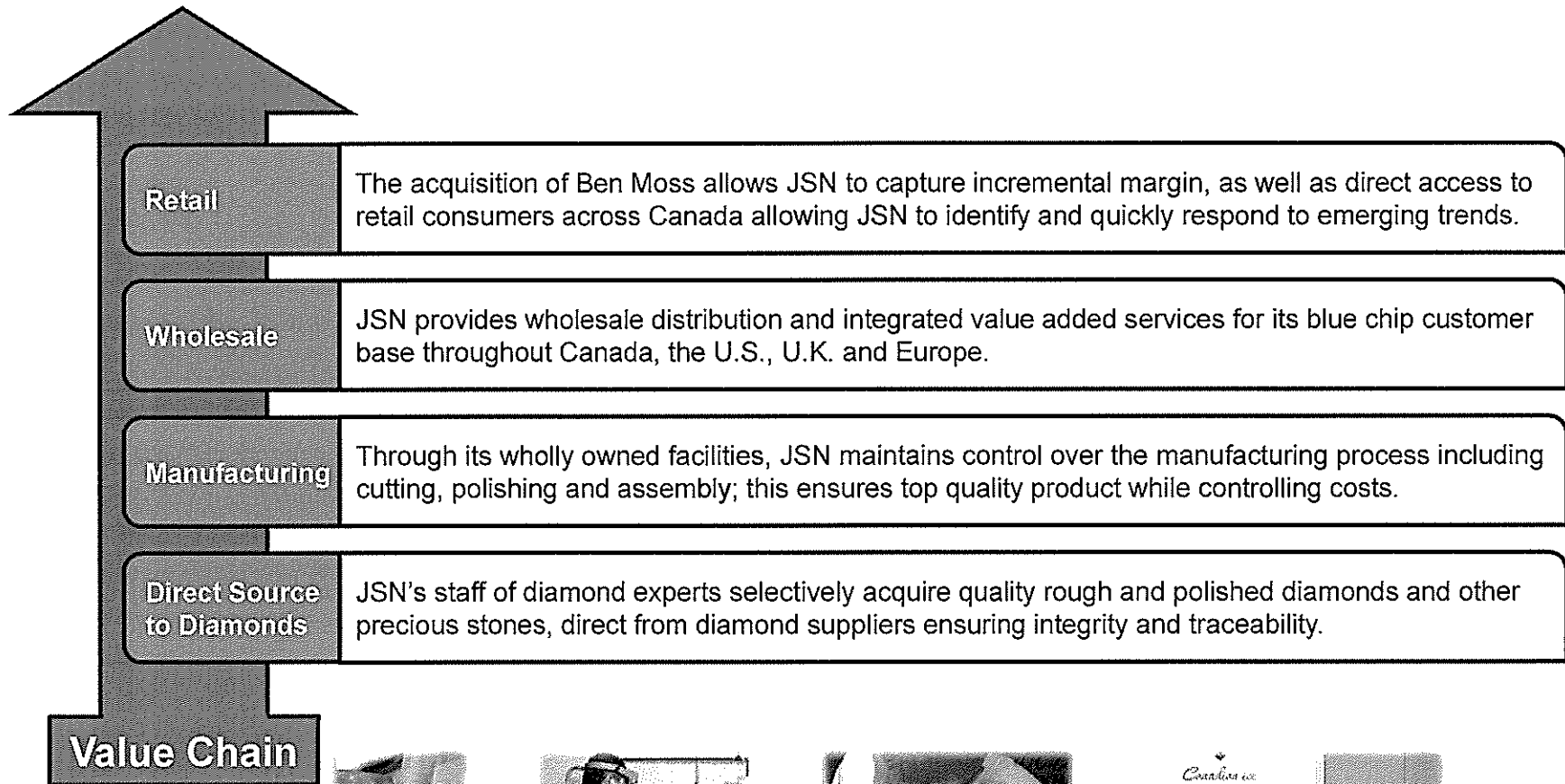
Overview – JSN Jewellery (cont'd)

JSN's sales are primarily earned in Canada, the United Kingdom and the United States; cutting, polishing and manufacturing activities are performed in its overseas facilities...



Overview – JSN Jewellery (cont'd)

Vertical integration provides the JSN Group with 'mine to market' control across the entire value chain, including direct sourcing diamonds, jewellery manufacturing, wholesale and retail sales



Overview – Ben Moss

JSN acquires Ben Moss Jewellers...

- Ben Moss is a Canadian owned and operated national jewellery retailer that has been providing quality merchandise since 1910. Ben Moss has built its reputation on trust, comprehensive service and great prices.
- After a successful 25 year relationship, in 2013 the JSN Group acquired Ben Moss. As one of its largest customers, JSN management believed Ben Moss was in need of new leadership and increased investment. The opportunistic acquisition accomplished three main objectives for JSN:
 - i. Ensure continued and growing sales to a significant wholesale customer in Canada;
 - ii. Capitalize on the inherent synergies, including strategically displacing other wholesale suppliers to Ben Moss and *capturing incremental gross margin* in the process; and
 - iii. Implement a vertical integration strategy, allowing the JSN Group control and visibility over more aspects of the value chain.
- Notwithstanding that Ben Moss was an excellent platform with a long history in Canada, JSN management knew the process to turn the business around would take time and require significant investment during the integration period.
- The acquisition was financed as outlined below:

Sources (CAD '000s)		Uses	
ABL Revolver	\$32.0	Purchase of Ben Moss	\$48.7
Term Loans	\$20.0	Refinance indebtedness	\$14.5
Equity and cash on hand	\$14.9	Fees and expenses	\$3.7
Total	\$66.9	Total	\$66.9



March 2016 Forecast Retail Financials (CAD)

80.1 million	Revenue
38.2 million	Gross Profit
1.1 million	EBITDA

Canadian ice™

DIAMOND COLLECTION

- ◆ Each Canadian Ice™ diamond is laser engraved with a unique number to trace it back to the Canadian mine.
- ◆ Comes with an independent diamond report and certificate of authenticity.
- ◆ *Mounted in certified Canadian Gold

Canadian ice™
PURE DIAMOND BRILLIANCE

THE WORLD'S MOST MARKETED
CANADIAN DIAMOND BRAND

Canada's World Ambassador
Charlize Theron




Overview – Ben Moss (cont'd)

Since the acquisition of Ben Moss, JSN has undertaken a number of initiatives to implement its strategy ...

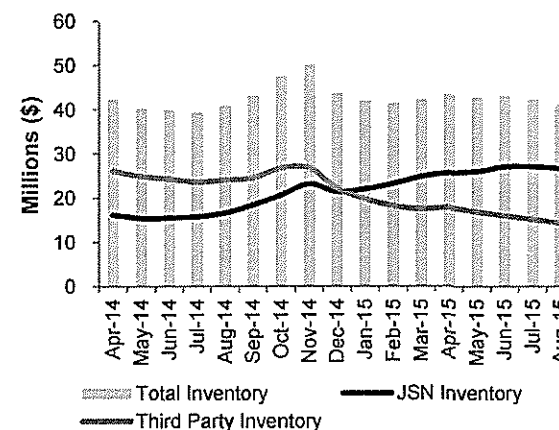
- Benefits realized since the acquisition of Ben Moss include:
 - i. Participating directly in the retail jewellery sector, providing JSN feedback directly from consumers allowing it to react quickly to changing trends, preferences, style and design; and
 - ii. Allowing Ben Moss to source more product from JSN and replace other suppliers to capture an increasing portion of the value chain on a consolidated basis.
- JSN has also implemented initiatives at Ben Moss to drive future consolidated growth and profitability, including:
 - i. A number of initiatives to reduce spending and realize expense savings; and
 - ii. Optimizing and expanding its store footprint, with four (net of closures of underperforming stores) new stores opened since the Transaction.
- Since the acquisition of Ben Moss, JSN has retained substantially all of its existing customer base.
- Despite the fact that EBITDA has declined since the Transaction, JSN is confident that the platform is strong and is on course to return to growth with continued operational efficiencies.

BEN MOSS

 DISTINCTIVELY CANADIAN

Ben Moss purchases from JSN grew from an average of 13.0% of total purchases prior to the transaction to 72.0% in FY2016

Monthly Ben Moss Inventory

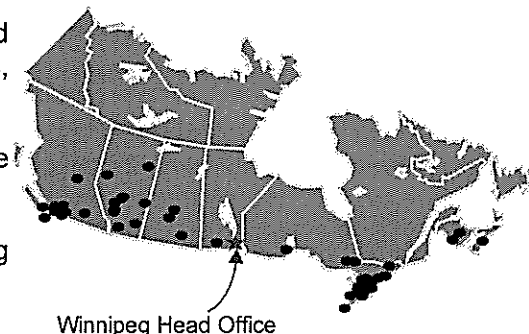


Overview – Ben Moss (cont'd)

Ben Moss Jewellers

- Ben Moss operates 67 stores across Canada with approximately 80 full time, 90 part time and over 400 hourly employees.
- Retail revenues exceed \$80 million annually. Approximately 80% of sales are from diamond jewellery with non-diamond jewellery and watches accounting for 15% and 5% of sales, respectively.
- JSN management is implementing a plan to transform Ben Moss into a more nimble, responsive and profitable company by:
 - Maximizing sell-through with an updated and refreshed merchandising strategy, ensuring an optimal product mix tailored to specific stores based on local demographics and trends.
 - The strategic displacement of third party suppliers, by reducing the active supplier count to approximately 30 from over 100 at the time of the Transaction.
 - Bringing special order and repair services in-house, representing a \$2.8 million opportunity that is currently outsourced.
 - Examining store operations to identify opportunities for savings, including efficient staffing policies and direct-to-store shipping capabilities.

Ben Moss Locations



Use of Recognized Canadian Diamond Brands

ROYAL PRINCESS DIAMONDS™

Canadian ice
DIAMOND COLLECTION
the world's diamonds on earth

COLOUR COUTURE
DIAMOND & GEMSTONE COLLECTION

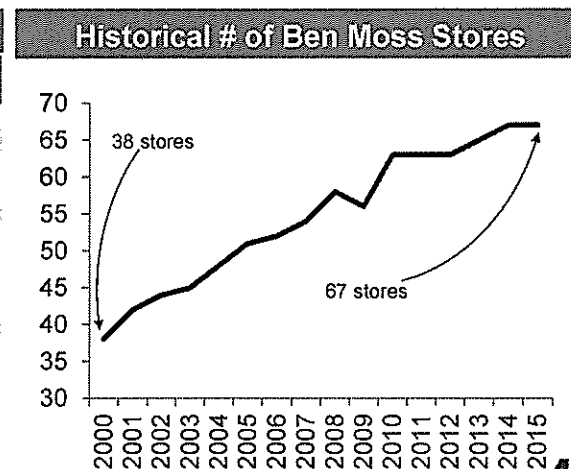


BLOSSOM CUT™

Passionate Heart
CANADIAN DIAMONDS

JSN
Jewellery
BEN MOSS
HIGH-END RETAIL

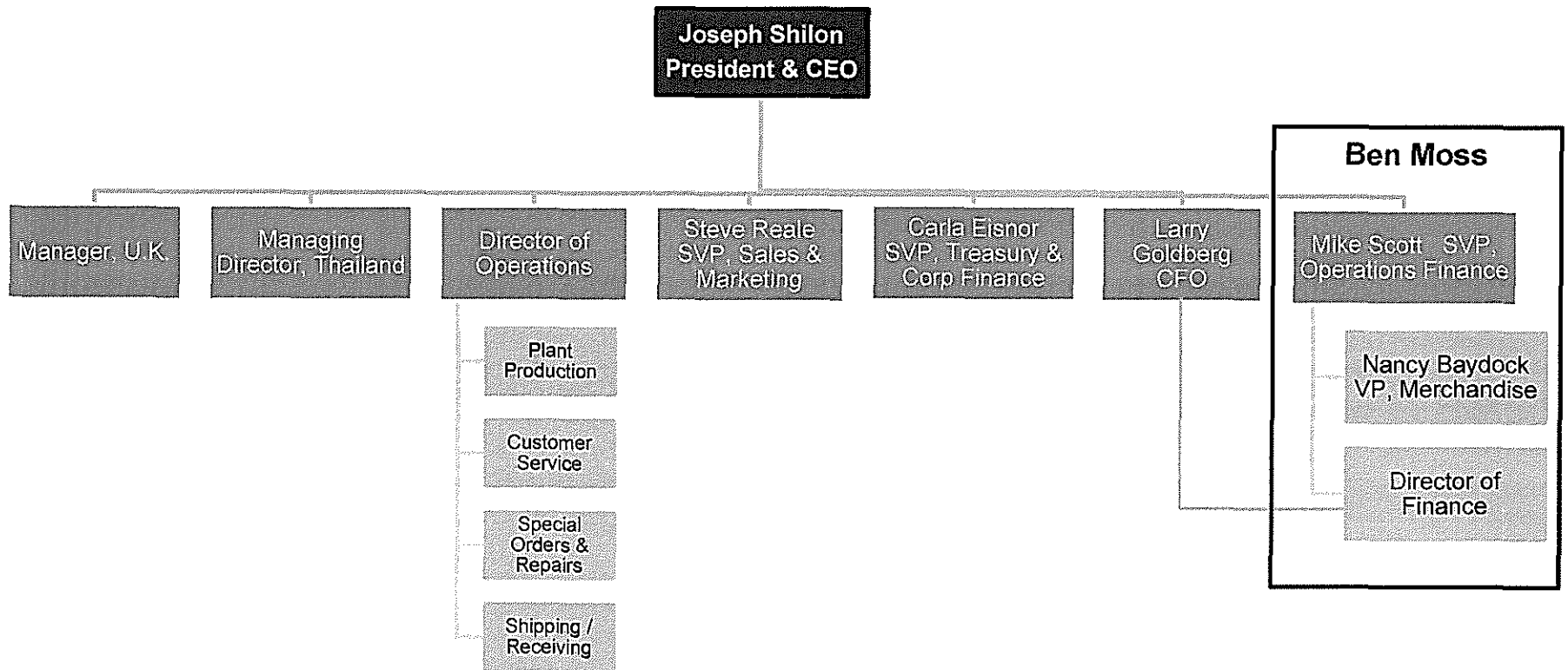
Presence Across Canada	
Province	Ben Moss Stores
Ontario	28
Alberta	17
British Columbia	9
Manitoba	5
Saskatchewan	5
Nova Scotia	2
New Brunswick	1
Total	67



Organizational Chart

The JSN Group is operated by an experienced management team whose positions are highlighted below.

JSN Group Organization Chart



Executive Team

The JSN Group's management team has been a key factor in the success and growth of the Company and is lead by an experienced and passionate executive team.

Joseph Shilon, President and CEO

- Joseph Shilon immigrated to Canada from Israel in 1985 with the vision of opening a diamond jewellery factory. A diamond expert, cutter and jewellery designer, Mr. Shilon studied and mastered all aspects of the diamond jewellery industry while working at Canada's largest manufacturer at the time.
- Mr. Shilon founded the Company in 1985, and quickly became a strong force in the Canadian market. Once Mr. Shilon solidified himself as one of the top Canadian manufacturers, he shifted his focus to the international market. Its manufacturing plant located in Bangkok has become a key part of the Company and was the first offshore Canadian jewellery manufacturing facility. The Bangkok facility provided the Company with the capacity to compete with premier wholesalers / manufactures, spreading Mr. Shilon's ambition to over 26 countries. Expanding JSN's international presence, Mr. Shilon opened a Chiang Mai cutting facility in 2009.

Steve Reale, Senior Vice-President, Sales and Marketing

- Mr. Reale previously held the position of National Sales Manager of an international grocery producer for ten years before joining JSN.
- Mr. Reale began as the Company's Canadian Sales Manager in 2002 and quickly became the International Sales and Marketing Director in 2005. Mr. Reale's highly successful marketing programs have driven the Company's sales to the leading edge of the jewellery industry, increasing the wholesale business from \$23 million to over \$80 million in sales today.
- Mr. Reale is responsible for overseeing and developing all catalogue and sales strategies for Canada, the United States, the United Kingdom and the entire Company network.
- Along with Mr. Shilon, Mr. Reale has created, developed and expanded the Company's brand portfolio, which include, Always & Forever, Canadian Ice, Royal Princess, Passionate Heart, Blossom Cut diamond and successful private label programs. Mr. Reale's relationships with diamond jewellery retailers has been a key element that has helped lead the Company to attaining an international presence.

Executive Team

Carla Eisnor, Senior Vice President, Treasury & Corporate Finance

- Prior to JSN, Ms. Eisnor was a Transaction Services Partner at PwC. She was most recently the Deais Leader for PwC Canada's Retail and Consumer Products practice and sat on the national Deals leadership team. She brings 25 years of professional services experience with PwC both in Canada and internationally with advice covering areas such as audit and financial reporting, internal controls, risk management, capital raising, regulatory advice and due diligence. While a partner at PwC, Ms. Eisnor led the due diligence of Ben Moss on behalf of JSN.
- Ms. Eisnor joined the JSN team in November 2012 to assist the Company through its acquisition of Ben Moss and the associated financing process, including leading the completion of the first multi-jurisdiction external audit, development and oversight of monthly and annual financial reporting processes, inventory management and reporting, collateral reporting and planning, financial planning and corporate structuring. Subsequent to the transaction, Ms. Eisnor served as interim CFO.
- Ms. Eisnor is currently responsible for the global financial operations, reporting, strategic relationships with banks, auditors and major suppliers for the JSN Group. In addition to her daily oversight of JSN, Ms. Eisnor is a key member of the executive team responsible for strategic initiatives including the ongoing integration and performance improvement review of Ben Moss.
- Ms. Eisnor is a graduate of Dalhousie University (B. Comm) and a member of the Institute of Chartered Professional Accountants of Ontario.

Larry Goldberg, Chief Financial Officer

- Mr. Goldberg is a CPA, CA with over 30 years of financial, operational and capital markets experience, in both private and public companies. Much of Mr. Goldberg's career has been spent working with high growth companies, helping them to create and manage that growth.
- in addition to his financial and operational management experience, Mr. Goldberg spent 10 years with a public investment company whose portfolio included technology, biotechnology and mineral resource companies. As well, Mr. Goldberg has been on the board and audit committee of several public companies.
- Mr. Goldberg joined JSN in May 2014 and currently holds the position of CFO and has overall responsibility for all finance functions at JSN Jewellery and Ben Moss.

Executive Team

Michael Scott, Senior Vice-President, Operations

- After close to 30 years in retail and wholesale management, Mr. Scott joined Ben Moss in January of 2014. Mr. Scott provides executive leadership with a focus on operational management and execution.
- Mr. Scott has led the revamping of the network infrastructure across the IT platform, as well as reconfiguring the management structure in the field leading to a more cost effective and efficient operation of the stores.

Nancy Baydock, Vice-President, Merchandising

- Ms. Baydock joined Ben Moss in August of 1994 serving in roles of increasing responsibility, including Buyer and General Merchandise Manager. In July of 2014 she was promoted to Vice President, Merchandising.
- Ms. Baydock provides executive leadership with a strong focus on merchandise selection and development, planning and assortment allocation, and visual merchandising.
- During her career with Ben Moss, Ms. Baydock has implemented strategies that significantly improved the efficiencies of product distribution and inventory management. Her innovative approach to design and private label product development consistently engage clientele and promote Ben Moss as a leader in the Canadian jewellery market.

- Section Three -

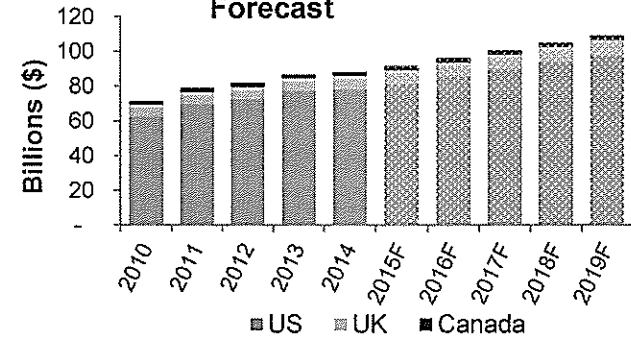
INDUSTRY OVERVIEW

Jewellery & Watch Industry Overview

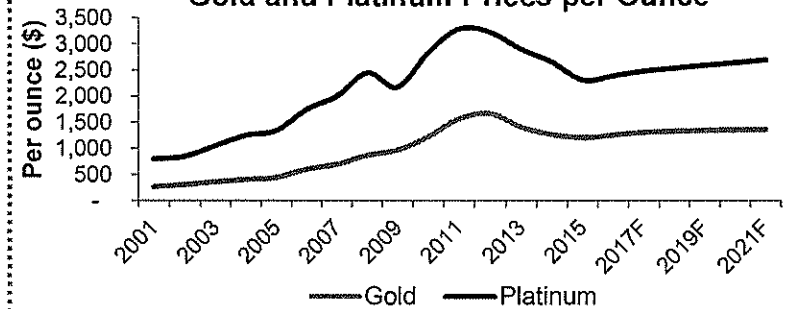
The jewellery and watch industry is expected to experience continued growth of 7% annually over the next five years, driven by growth in per capita income and gold prices.

- The jewellery and watch market includes jewellery made from gold, silver and other precious metals such as platinum, diamonds and other precious stones (e.g. sapphires, emeralds and rubies), pearls and semi-precious stones; global revenues totaled \$290 billion in 2014, representing a compounded annual growth rate (“CAGR”) of 6.9% over 5 years.¹
- The performance of the global market is forecast to follow a similar pattern with an anticipated CAGR of 7.0% for the five-year period 2014 – 2019 reaching a value of \$408 billion by the end of 2019.¹
- During this period, the North American and United Kingdom markets are forecast to grow with CAGRs of 4.5% and 3.1%, respectively, reaching values of \$102.2 billion and \$8.9 billion, respectively by 2019.¹
- The retail and wholesale jewellery industry is positively correlated with per capita disposable income, world price of gold & platinum, USD exchange rates and marriage rates.³

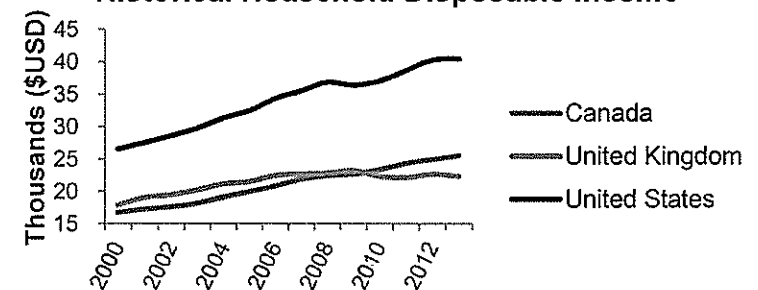
Jewellery & Watch Industry Market Value Forecast



Gold and Platinum Prices per Ounce²



Historical Household Disposable Income⁴



Canadian Wholesale Landscape

The JSN Group is ideally situated within the Canadian jewellery landscape...

- The wholesale industry in Canada is characterized by a significant number of small, independent wholesale operations.
- During challenging economic conditions the smaller wholesale operations are often at greater risk and exposure to fluctuations in commodity prices as recently seen in the global markets.
- Smaller wholesale providers are often viewed as a commodity and easily replaceable with minimal switching costs.
- JSN's scale of operation with sales in Canada, the U.S. and the U.K., provides is with diversification and resilience against local market fluctuations.
- JSN's partnership driven customer strategy, including design and brand creation, provide resilience and stickiness not enjoyed by competitors.
- As further outlined below, JSN is well positioned to address wholesale industry dynamics.

Wholesale Industry

- Low market share concentration with the top four companies accounting for under 5.0% of industry revenue.
- Industry operators usually serve downstream markets in their local areas, with few companies providing national coverage.
- Only 0.5% of the wholesale businesses have between 100 and 500 employees; the majority of the companies (62.3%) employ less than five people.
- Larger wholesalers tend to profit more by integrating the retailing function into their operations.

JSN

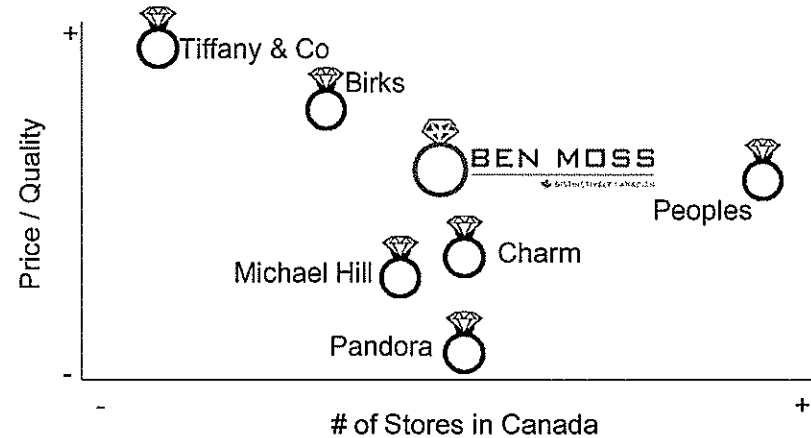
- ⇒ JSN's rapid growth and global operations has positioned it as one of the leaders in the Canadian wholesale market.
- ⇒ JSN is unique in that it provides both national and international wholesale distribution to blue chip customers around the world.
- ⇒ JSN's staff have a breadth of experience across numerous categories which provides customers with a complete set of services from design and manufacturing to branding and marketing.
- ⇒ JSN's acquisition of Ben Moss established it as a vertically integrated 'mine to market' organization allowing it to capture a larger portion of the value chain and increase overall profitability.

Canadian Retail Landscape

The JSN Group is ideally situated within the Canadian jewellery landscape...

- Ben Moss has strategically positioned itself to serve the middle through upper price point jewellery markets.
- Now sourcing more product from JSN, Ben Moss can offer higher quality pieces at more attractive price points.
- Ben Moss has a strong western Canada presence supported by a rich history of over 100 years of operations.
- With the integration and support from JSN, Ben Moss is well positioned to address retail industry dynamics.

Ben Moss Competitive Position



Retail Industry

- 99% of the establishments employ less than 100 people.
- Industry operators compete less on price and more on factors such as brand salience, product quality, designs and strength of their brands.
- Successful brands often hire knowledgeable staff, renowned designers and enter into licensing deals with celebrities to showcase products.
- Since 'fast fashion' has become standard, operators also compete on relatively lower cost items designed and marketed to address prevalent fashion trends of the time.

Ben Moss

- ⇒ Ben Moss' national footprint provides broad customer reach.
- ⇒ Ben Moss has unique access to JSN's innovative designs, exclusive collections of powerful brands and local manufacturing capabilities providing a unique ability to offer custom and special order designs.
- ⇒ Jeanne Beker and other brand ambassadors provide additional visibility to Ben Moss' brands; the very successful Red Carpet Events showcase Ben Moss' most prestigious product lines and provides additional exposure.
- ⇒ Ben Moss features a variety of price points and prides itself on integrity pricing; its integration with JSN provides unmatched ability to respond to emerging trends by delivering the latest product to stores faster than its competitors.

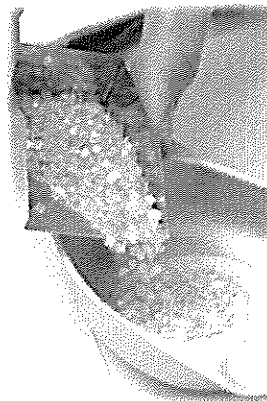


Source: IBISWorld Jewellery & Watch Wholesaling in Canada, Jewellery Stores in Canada

JSN Group's Competitive Advantage

With a vertically integrated operation ('Mine to Market'), the JSN Group is uniquely positioned relative to its competitors; this provides numerous benefits including the ability to...

- ✓ Identify current trends through interactions with end consumers
- ✓ Quickly respond to changing trends and preferences with in-house design and manufacturing
- ✓ Capture incremental gross margin dollars across the value chain
- ✓ Control all aspects of sourcing, cutting, manufacturing and distribution to ensure quality and provide 'mine to market' traceability with certified stones verified by independent third party gemologists
- ✓ Utilize in-house repair capabilities resulting in additional high margin revenue streams
- ✓ Utilize in-house recycle and redesign to improve inventory turnover and maintain margins
- ✓ Offer unparalleled merchandising capabilities to ensure the right product, at the right store, at the right price



- Section Four -

FINANCIAL SUMMARY

Financial Summary

Combined

- Net Sales decreased by \$14.1 million (10.0%) between FY2014 and the twelve months ending December 31, 2015 (the "TTM" period).
- The decline was caused by:
 - Lower Ben Moss sales, largely a result of softness in western Canada due to declining energy prices; and
 - Lower wholesale sales primarily due to timing of orders in the U.K..
- The growth in sales between the TTM period and the fiscal year ending March 31, 2016 ("FY2016") is driven by the expected reversal of timing of sales in the U.K. wholesale business.
- Combined EBITDA during the TTM period is burdened by the elimination of \$3.7 million in intercompany profit resulting from an increased amount of JSN inventory at Ben Moss for the holiday season; anticipated sell-through of these goods during the remainder of FY2016 is expected to improve EBITDA.
- Management's forecast for the fiscal year ending March 31, 2017 ("FY2017") includes sales growth of \$8.7 million (6.6%) from FY2016 and is driven by anticipated strength in the U.S. and U.K. wholesale businesses.
- JSN continues to execute its integration strategy by displacing third party supplier product at Ben Moss and replacing it with JSN product. Since the Transaction, gross margins have increased as the JSN Group captures a larger portion of the value chain.
- JSN management has implemented initiatives to improve operating synergies and cut costs, primarily at Ben Moss; it is anticipated that these actions will contribute to the improvement in EBITDA in FY2016 and FY2017.

Combined Wholesale & Ben Moss ¹ millions (\$)	FY2014	FY2015	Dec 2015 TTM	Forecast FY2016	Forecast FY2017
Net Sales	140.6	138.7	126.5	132.6	141.3
Cost of Sales	82.9	80.0	69.6	71.6	76.8
Gross Profit	57.7	58.7	56.9	61.0	64.6
Operating Expenses	49.6	50.7	47.9	47.9	48.8
Adjusted EBITDA	8.1	8.0	9.1	13.1	15.7
GP / Sales %	41.0%	42.3%	45.0%	46.0%	45.7%
EBITDA / Sales %	5.8%	5.8%	7.2%	9.9%	11.1%

1 - Net of intercompany profit eliminations between the wholesale and Ben Moss businesses

** Figures do not include foreign exchange gains/losses*

** The Transaction occurred in FY2014*

Financial Summary

JSN Jewellery (Wholesale Operations)

- Net Sales¹ have increased from FY2014 to the TTM period by \$8.6 million (11.2%), due to:
 - Increased sales to Ben Moss by replacing third party vendors; and
 - Growth in the U.S. business.
- Gross margins have improved as higher wholesale sales volumes have increased operating efficiencies within JSN's manufacturing facilities.
- Sales are forecast to increase by \$2.6 million (3.1%) from the TTM period to FY2017 as a result of increased sales in the U.S. and U.K., partially offset by lower sales to Ben Moss as inventory levels have now normalized.
 - U.K. sales are driven by strong sell through and expansion of JSN's Canadian Diamonds category at Goldsmiths, its largest U.K. customer.
 - U.S. sales growth comes from continued strength from existing customers, as well as the addition of JC Penney as a new customer in FY2017².
- The growth in EBITDA over the historical period was driven by increased sales to Ben Moss, while the growth in FY2016 and FY2017 is largely the result of anticipated new sales to third party customers.

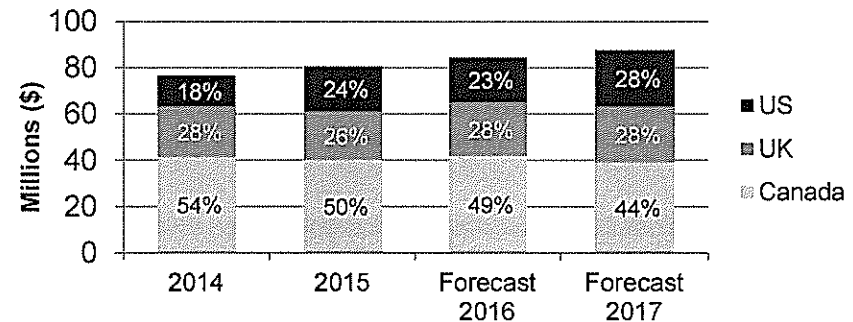
JSN (Wholesale) millions (\$)	FY2014	FY2015	Dec 2015 TTM	Forecast FY2016	Forecast FY2017
Net Sales	76.5	80.7	85.1	84.6	87.7
Cost of Sales	58.2	62.3	61.7	60.8	62.2
Gross Profit	18.2	18.4	23.4	23.8	25.5
Operating Expenses	10.4	11.4	11.1	10.8	12.4
Adjusted EBITDA	7.8	7.0	12.3	13.0	13.1
GP / Sales %	23.9%	22.8%	27.5%	28.1%	29.1%
EBITDA / Sales %	10.2%	8.7%	14.4%	15.4%	15.0%

* Figures do not include foreign exchange gains/losses

* Wholesale figures do not include intercompany profit elimination

* Refer to Note 1 below

Geographical Sales Trends %



Wholesale Revenues millions (\$)	FY2014	FY2015	Dec 2015 TTM	Forecast FY2016	Forecast FY2017
Third Party	53.7	53.3	46.6	52.5	59.7
Ben Moss	22.8	27.4	38.6	32.1	28.0
	76.5	80.7	85.1	84.6	87.7



1. Includes sales to Ben Moss, including associated intercompany profit which is otherwise eliminated in the combined results.

2. JSN was recently approved as an authorized vendor for JC Penney in the U.S. to sell its line of Canadian diamonds with rollouts beginning to 50 'test stores' in the spring, as well as a full online launch of its family collection, Always and Forever.

Financial Summary

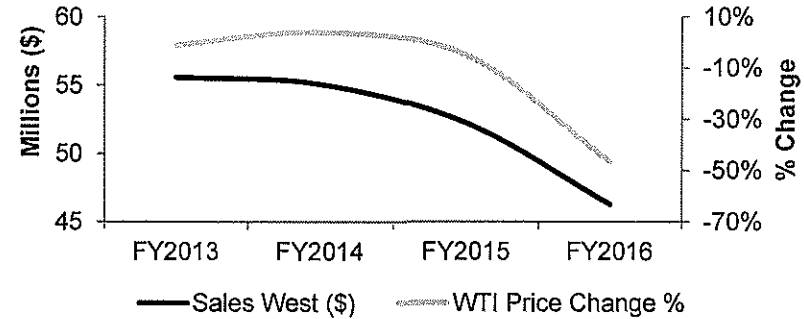
Ben Moss

- Net Sales decreased \$6.9 million (7.9%) from FY2014 to the TTM period.
- JSN anticipated difficulty in the Ben Moss business post Transaction; with negative results being compounded by the macro-economic conditions in western Canada.
- As illustrated to the right, Ben Moss' sales trends in its western provinces closely mirror the decrease in oil prices from 2013 to 2016.
- JSN management has forecast modest sales growth of \$1.6 million (2.0%) in FY2017.
- EBITDA has decreased from \$4.0 million in FY2014 to \$0.5 million in the TTM period as a result of decreased sales; partially offset by reduced operating expenses of \$2.3 million (5.9%).
- In FY2016 and FY2017, management has forecast modest EBITDA growth due to stabilization in sales and cost saving initiatives.
- Notwithstanding the challenges being faced by the Ben Moss business, management remains confident that the changes being implemented are sound and that the business remains strong and poised for a turnaround.

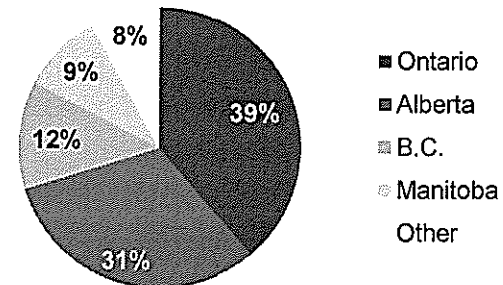
Ben Moss (Retail) millions (\$)	FY2014	FY2015	Dec 2015 TTM	Forecast FY2016	Forecast FY2017
Net Sales	86.9	85.5	80.0	80.1	81.6
Cost of Sales	43.8	44.2	42.7	41.9	42.6
Gross Profit	43.1	41.3	37.3	38.2	39.0
Operating Expenses	39.1	39.3	36.8	37.1	36.4
Adjusted EBITDA	4.0	2.0	0.5	1.1	2.6
GP / Sales %	49.6%	48.3%	46.6%	47.7%	47.8%
EBITDA / Sales %	4.6%	2.4%	0.6%	1.3%	3.2%

* Figures do not include foreign exchange gains/losses

Sales West vs WTI Price of Oil (\$US/bbl)¹



Ben Moss Revenue by Geography²



Financial Summary

Ben Moss Forecast

JSN is implementing a number of initiatives at Ben Moss to stabilize sales, improve operational efficiencies and ultimately increase profitability.

Sales and Merchandising initiatives

- JSN management has evaluated the Ben Moss portfolio of SKU's and strategically replaced third-party vendors, now offering better designs, higher quality diamonds and more attractive price points.
- Refreshed merchandising is focusing on the optimal product mix by geography to suit local preferences and demographics.
- JSN has selected key external vendors to become category managers of its non-core product lines (watches, gold jewellery, etc.); this is leading to a renewed focus on efficient inventory spending and maximizing inventory turns.
 - Ben Moss has selected Citizen to manage the watch category; and
 - Shiny Jewellers, a 20-year supplier of gold products to Ben Moss, is now managing the gold jewellery category and is bringing in exciting new offerings.
- Ben Moss has been investing in its ecommerce business to help drive traffic to its retail locations.
- JSN has begun performing special order and repair services in-house; previously outsourced to third party suppliers this presents a potential new high margin revenue stream of approximately \$3 million annually.

Operational initiatives

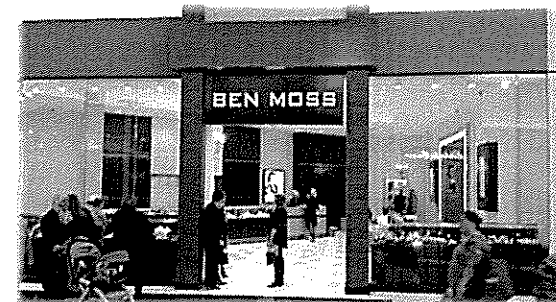
- Ben Moss is evaluating store operations at a level of detail that was not previously examined.
- A modest amount of savings in store wages have been incorporated in FY2017 with additional upside expected; specific savings identified thus far include:
 - Reducing the pre-opening time period;
 - Reducing shift overlap; and
 - Optimizing sales rep staffing by time of day.
- Working with JSN on ship-to-store capabilities, Ben Moss is reducing its requirement for warehousing.
- Ben Moss has implemented marketing spend strategically to address regional economic environments.
- A store-by-store profitability analysis is underway to identify possible store closures.
- Overhead savings at its head office in Winnipeg has resulted in reduced costs with additional savings expected.

Financial Summary

Intercompany Eliminations

- Upon combination of the wholesale and Ben Moss results, intercompany sales and cost of sales are eliminated.
- The cost of sales elimination includes an amount that represents JSN's portion of gross profit that remains unsold in Ben Moss inventory at the end of the period.
- This amount has had its largest impact on profitability in FY2014 and the TTM period (\$3.7 million), with those periods representing the highest level of third party inventory displacement at Ben Moss.
- Upon sell-through at Ben Moss, profit is recognized.
- Having now reached optimal inventory levels, purchases of JSN inventory by Ben Moss are expected to level off going forward, reducing the impact of the intercompany profit eliminations.

Combined Wholesale & Ben Moss	FY2014	FY2015	Dec 2015 TTM	Forecast FY2016	Forecast FY2017
Net Sales					
JSN (Wholesale)	76.5	80.7	85.1	84.6	87.7
Ben Moss (Retail)	86.9	85.5	80.0	80.1	81.6
Interco Elimination	(22.8)	(27.4)	(38.6)	(32.1)	(28.0)
	<u>140.6</u>	<u>138.7</u>	<u>126.5</u>	<u>132.6</u>	<u>141.3</u>
Cost of Sales					
JSN (Wholesale)	58.2	62.3	61.7	60.8	62.2
Ben Moss (Retail)	43.8	44.2	42.7	41.9	42.6
Interco Elimination	(19.1)	(26.4)	(34.9)	(31.1)	(28.0)
	<u>82.9</u>	<u>80.0</u>	<u>69.6</u>	<u>71.6</u>	<u>76.8</u>
Gross Profit					
JSN (Wholesale)	18.2	18.4	23.4	23.8	25.5
Ben Moss (Retail)	43.1	41.3	37.3	38.2	39.0
Interco Elimination	(3.7)	(1.0)	(3.7)	(1.0)	0.0
	<u>57.7</u>	<u>58.7</u>	<u>56.9</u>	<u>61.0</u>	<u>64.6</u>
Operating Expenses					
Adjusted EBITDA	<u>8.1</u>	<u>8.0</u>	<u>9.1</u>	<u>13.1</u>	<u>15.7</u>



Financial Summary

Working Capital Analysis - Combined Wholesale & Ben Moss

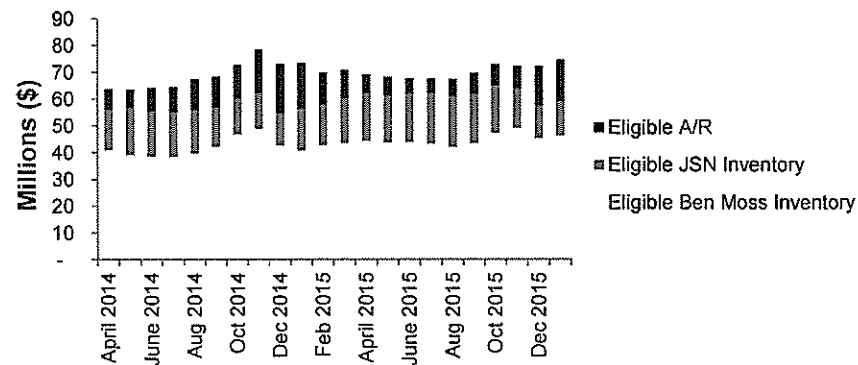
Accounts Receivable

- The majority of the Company's accounts receivable are from the wholesale business as Ben Moss' customers pay with cash or credit card.
- The Company's collection risk is relatively minimal with a very low level of bad debts historically. Typical wholesale payment terms are net 30-90 days, with days' sales outstanding averaging approximately 50 days.
- Approximately 48% of receivables were less than 30 days at December 31, 2015.

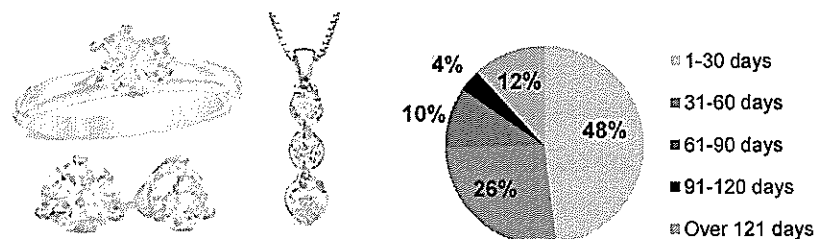
Inventory

- As of December 31, 2015, JSN and Ben Moss had a combined \$57.3 million of eligible inventory included in its borrowing base.
- The majority of JSN's marginable inventory is finished product located within the Company's Ben Moss retail locations but it also consists of loose diamonds and finished product held at the JSN Canada head office and inventory held at the JSN London office.
- Recent inventory appraisals provide for higher than industry average NOLV's as a result of quality product, access to retail channels through Ben Moss and a strong brand.

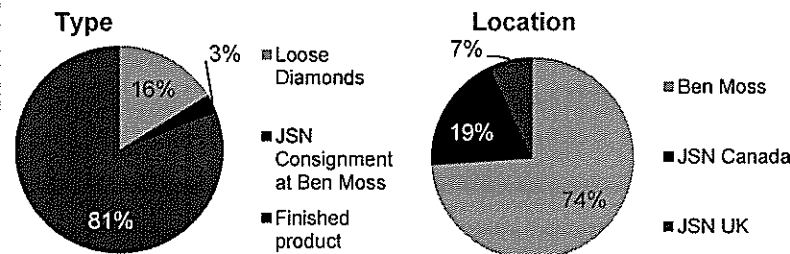
Marginable Assets



AR Aging – Dec 31, 2015



Marginable Inventory Dec 31, 2015



Financial Summary

Working Capital Analysis - JSN Jewellery (Wholesale)

Accounts Receivable

- As at December 31, 2015, JSN's eligible accounts receivable balance was approximately \$15.0. As shown on the right, AR balances begin to build in November as retailers stock up for the holiday season.
- The Company's collection risk is minimal, highlighted by bad debt expense historically being around 0.01% of sales.

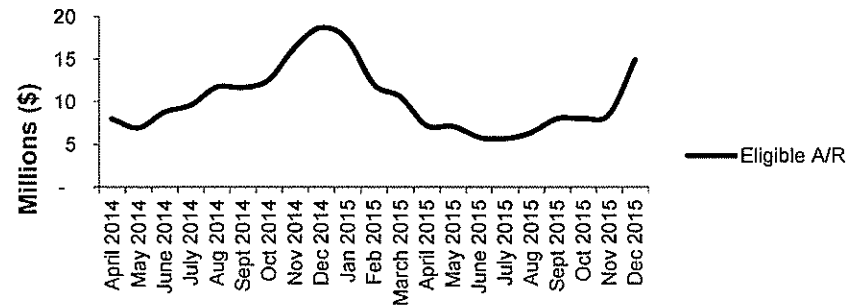
Inventory

- Inventory balances stay fairly constant throughout the year and decrease in November as customers make purchases in advance of the holiday shopping season.
- The majority of the eligible wholesale inventory consists of loose diamonds (86%), and rings and solitaire jewellery (10%).

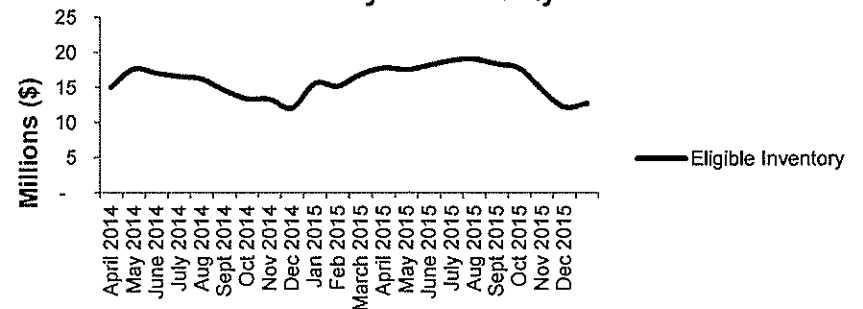
Accounts Payable

- The majority of JSN's payables relate to suppliers of raw materials, as well as accruals for operating expenses.
- In the current fiscal year, JSN was able to negotiate a credit line with one of its major gold suppliers.

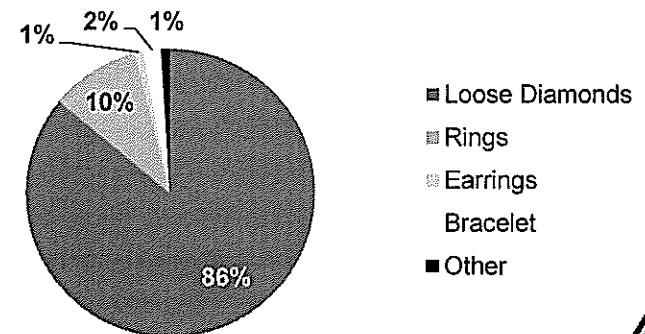
Eligible Accounts Receivable Seasonality



Inventory Seasonality



Wholesale Inventory Type – Dec 31, 2015



Financial Summary

Working Capital Analysis - Ben Moss

Accounts Receivable

- Ben Moss' customers pay cash or credit card resulting in minimal accounts receivable.

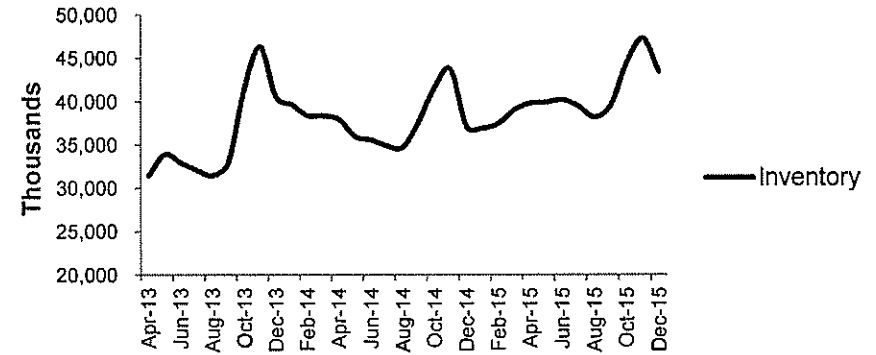
Inventory

- As of December 31, 2015 the marginable inventory held at Ben Moss locations had a cost value of approximately \$46 million.
- Ben Moss' inventory consists mostly of finished goods (95%) with some JSN consignment inventory (4%) and loose diamonds (1%).
- Average inventory held at each retail location is approximately \$500,000 at cost.
- Average days in inventory is highest in October and March and the lowest in November and December reflecting the holiday shopping seasons.

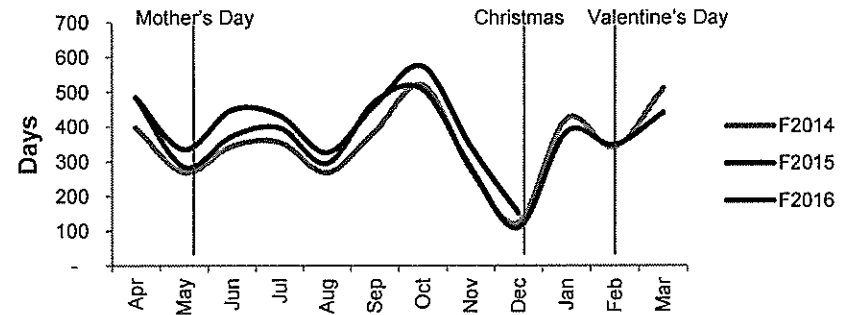
Accounts Payable & Accrued Liabilities

- As at December 31, 2015, Ben Moss had \$12.6 million outstanding in third party accounts payable and accrued liabilities which represents the seasonal 'peak' following the holiday shopping season as can be seen through the historical trends highlighted to the right.
- Average third party AP and accrued liabilities has decreased over time as Ben Moss replaces third party suppliers with JSN.

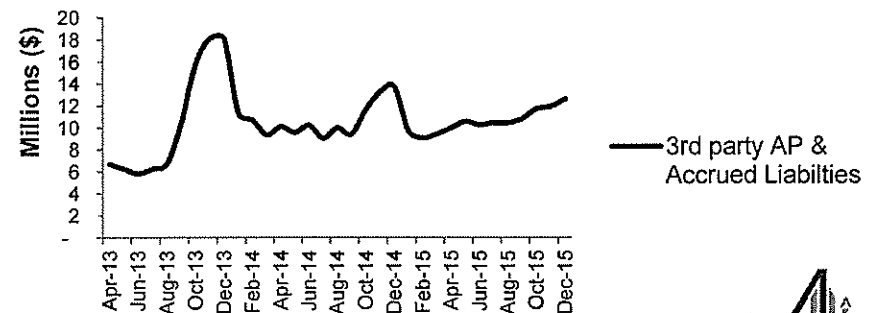
Ben Moss – Monthly Inventory



Days In Inventory



3rd party AP & Accrued Liabilities



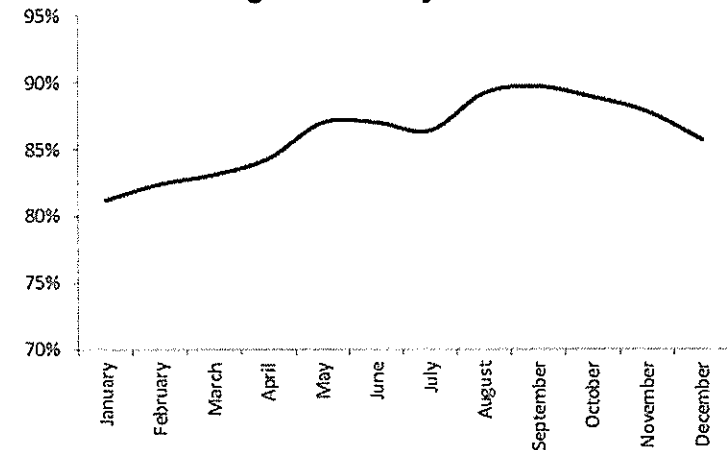
Financial Summary

JSN continues to receive high NOLVs from appraisals resulting from the high quality of its products and favorable retail and wholesale sales channels.

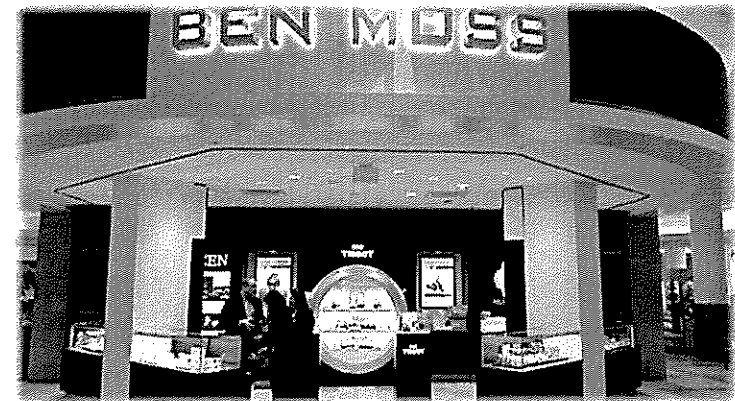
Inventory Appraisal

- The most recent inventory appraisal report was conducted by a large reputable appraisal firm and was performed on the July 25, 2015 inventory balance.
- The NOLV's range depending on the time of year and whether the inventory is held at Ben Moss, JSN Jewellery Inc. or JSN U.K..
- Wholesale NOLV's are lowest in April at 102% of cost, and peak in October at 127% of cost.
- Ben Moss NOLV's range from 73% of cost (April) to 87% of cost (September).
- It was noted that the NOLV's received higher rates than the industry average due to the vertical integration of Ben Moss within JSN and the appraisers' confidence in JSN management and staff.

Average NOLV's by Month



Ben Moss Retail Location



- Section Five -

APPENDICES

Marginable Assets Overview

As illustrated below, marginable assets average approximately \$69 million with reasonable spikes in October and November to reflect inventory build before the holiday shopping season.

Marginable Assets FY2015 (millions \$)	April 2014	May 2014	June 2014	July 2014	Aug 2014	Sept 2014	Oct 2014	Nov 2014	Dec 2014	Jan 2015	Feb 2015	March 2015	Average
Eligible A/R	8.0	7.0	8.8	9.6	11.7	11.7	12.6	16.4	18.7	17.3	12.1	10.6	12.0
Eligible JSN Inventory	15.1	17.6	17.0	16.6	16.2	14.6	13.4	13.3	12.0	15.6	15.2	16.9	15.3
Eligible Ben Moss Inventory	40.7	39.0	38.4	38.3	39.5	42.1	46.8	48.8	42.4	40.6	42.6	43.3	41.9
Total Marginable Assets	63.8	63.6	64.2	64.5	67.5	68.3	72.8	78.6	73.2	73.5	69.8	70.8	69.2

Marginable Assets FY2016 (millions \$)	April 2015	May 2015	June 2015	July 2015	Aug 2015	Sept 2015	Oct 2015	Nov 2015	Dec 2015	Average
Eligible A/R	7.2	7.1	5.8	5.7	6.4	8.1	8.1	8.5	15.0	8.0
Eligible JSN Inventory	17.8	17.6	18.2	18.9	19.1	18.4	17.7	14.7	12.2	17.2
Eligible Ben Moss Inventory	44.2	43.6	43.8	43.1	41.9	43.3	47.1	49.0	45.1	44.6
Total Marginable Assets	69.2	68.3	67.8	67.7	67.4	69.7	72.9	72.3	72.3	69.7

APPENDIX "F"

From: Carla Eisnor [<mailto:Carla.Eisnor@jsnjewellery.com>]
Sent: Friday, February 05, 2016 4:28 PM
To: Belcher, James
Cc: Brouwer, Matthew
Subject: RE: CIM - Final Version

Was trying to connect to steve but no answer.

Where did you get the name Shiny Gold Company – I checked the vendor ledgers and I see Shiny Jewellers. (p 30)

Otherwise – I am good.

Thank you both for all you hard work.

From: Belcher, James [<mailto:jbelcher@alvarezandmarsal.com>]
Sent: February-05-16 4:23 PM
To: Carla Eisnor
Cc: Brouwer, Matthew
Subject: RE: CIM - Final Version

Hey Carla – just checking in for any update on your end. Thanks!

From: Belcher, James
Sent: Friday, February 05, 2016 2:54 PM
To: Joseph@jsnjewellery.com; 'joseph.shilon1@rogers.blackberry.net'; Larry Goldberg (Larry.Goldberg@jsnjewellery.com); Carla Eisnor <Carla.Eisnor@jsnjewellery.com> (Carla.Eisnor@jsnjewellery.com); Steve.Reale@jsnjewellery.com; 'andrew.shilon@jsnjewellery.com'
Cc: Zalev, Adam; Mark Sturrock (MVS); Brouwer, Matthew
Subject: CIM - Final Version

All – please find attached what we believe to be the final version of the CIM. If you could confirm you are ok with this as the final version it would be appreciated; we will then start distributing this afternoon to those parties who have executed NDA's.

Many thanks again for everyone's help in pulling this together.

Best,
Jamie.

Jamie Belcher
Senior Director
Alvarez & Marsal Canada
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
Toronto, ON, Canada M5J 2J1
Direct: +1 416 847 5164
Mobile: +1 647 205 3197
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Aubrey E. Kauffman

From: Belcher, James <jbelcher@alvarezandmarsal.com>
Sent: September-08-16 11:32 AM
To: Daniel Sobel
Cc: Zalev, Adam; Naveed Manzoor
Subject: FW: JSN

From: Carla Eisnor [<mailto:Carla.Eisnor@jsnjewellery.com>]
Sent: Friday, February 05, 2016 2:31 PM
To: Brouwer, Matthew
Cc: Belcher, James
Subject: RE: JSN

Beautiful, just spoke to Joseph and we discussed the numbers (like I thought we would).

He wants the document to go today – as this is what he promised Kyle.

Set a deadline if you like. He said he is satisfied with the review of me and Larry and Steve.

Please copy his son Andrew – who will walk him through the document on Sunday.

Can you do a check for stabilize ??

From: Brouwer, Matthew [<mailto:mbrouwer@alvarezandmarsal.com>]
Sent: February-05-16 2:28 PM
To: Carla Eisnor
Cc: Belcher, James
Subject: JSN

Hi Carla,

The last bullet on page 27 now reads as follows:

“JSN management has implemented initiatives to improve operating synergies and cut costs, primarily at Ben Moss; it is anticipated that these actions will contribute to the improvement in EBITDA in FY2016 and FY2017.”

Let me know if this is ok.

Regards,

Matt Brouwer CPA, CA

Alvarez & Marsal Canada ULC
200 Bay Street, Suite 2900
Royal Bank South Tower
Toronto ON M5J 2J1

Phone: 416 847 5182
Mobile: 416 505 7614
mbrouwer@alvarezandmarsal.com

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Aubrey E. Kauffman

From: Belcher, James <jbelcher@alvarezandmarsal.com>
Sent: September-08-16 11:32 AM
To: Daniel Sobel
Cc: Zalev, Adam; Naveed Manzoor
Subject: FW: CIM - Final Version

From: Larry Goldberg [<mailto:Larry.Goldberg@jsnjewellery.com>]
Sent: Friday, February 05, 2016 3:53 PM
To: Belcher, James
Subject: RE: CIM - Final Version

I'm good.

Larry Goldberg CPA, CA
Chief Financial Officer

JSN Jewellery Inc.
e: larry.goldberg@jsnjewellery.com
c: 416-419-5253
p: 905-660-3277 x284
f: 905-660-0803

From: Belcher, James [<mailto:jbelcher@alvarezandmarsal.com>]
Sent: February 5, 2016 3:51 PM
To: Larry Goldberg <Larry.Goldberg@jsnjewellery.com>
Subject: RE: CIM - Final Version

No – processed your changes. Had some wording stuff from Carla. Also scrubbed a couple reclass things in wholesale in 2014 but that's it.

From: Larry Goldberg [<mailto:Larry.Goldberg@jsnjewellery.com>]
Sent: Friday, February 05, 2016 3:49 PM
To: Belcher, James
Subject: RE: CIM - Final Version

Any significant changes from last circulated version?

Larry Goldberg CPA, CA
Chief Financial Officer

JSN Jewellery Inc.
e: larry.goldberg@jsnjewellery.com
c: 416-419-5253
p: 905-660-3277 x284

f: 905-660-0803

From: Belcher, James [mailto:ibelcher@alvarezandmarsal.com]
Sent: February 5, 2016 2:54 PM
To: Joseph Shilon <Joseph@jsnjewellery.com>; Joseph BB <joseph.shilon1@rogers.blackberry.net>; Larry Goldberg <Larry.Goldberg@jsnjewellery.com>; Caria Eisnor <Carla.Eisnor@jsnjewellery.com>; Steve Reale <Steve.Reale@jsnjewellery.com>; Andrew Shilon <Andrew.Shilon@jsnjewellery.com>
Cc: Zaiev, Adam <azalev@alvarezandmarsal.com>; Mark Sturrock (MVS) <mv_sturrock@cogeco.ca>; Brouwer, Matthew <mbrouwer@alvarezandmarsal.com>
Subject: CIM - Final Version

All – please find attached what we believe to be the final version of the CIM. If you could confirm you are ok with this as the final version it would be appreciated; we will then start distributing this afternoon to those parties who have executed NDA's.

Many thanks again for everyone's help in pulling this together.

Best,
Jamie.

Jamie Belcher
Senior Director
Alvarez & Marsal Canada
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
Toronto, ON, Canada M5J 2J1
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Mobile: +1 647 205 3197
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APPENDIX "G"



May 12, 2016

Mr. Joseph Shilon
J.S.N. Jewellery Inc.
64 Jardin Drive, Unit 7
Concord, ON
L4K 3P3

Dear Sirs:

This letter confirms and sets forth the terms and conditions of the engagement between FAAN Advisors Group Inc. ("FAAN"), J.S.N. Jewellery Inc., J.S.N. Jewellery UK Limited, GMJ Corp., 237318 Ontario Inc., Always & Forever Family Collection Incorporated and P.M.R. Inc. (collectively the "Entities") and Joseph Shilon ("Shilon") in his capacity as a director, officer, employee and shareholder of the Entities, including the scope of the services to be performed and the basis of compensation for those services. Upon execution of this letter by each of the parties below and receipt of the retainer described below, this letter will constitute an agreement between the Entities, FAAN and Shilon (the "Agreement").

1. Description of Services.

- (a) In connection with this engagement, FAAN is to serve as a chief restructuring officer to the Entities (the "CRO"). This engagement will be led by FAAN's managing director, Naveed Manzoor, with support, if required, provided by other senior FAAN personnel. FAAN, including its personnel, are collectively referred to as the "Engagement Personnel".

Duties.

- (i) The Engagement Personnel, in cooperation other applicable officers of the Entities, the Entities' lender, Salus Capital Partners, LLC ("Salus"), shall perform a review of the Entities, including, but not limited to, a review and assessment of the Entities' businesses, assets, liabilities and operations all with respect to the Entities' strategic alternatives, including a refinancing of monies owing to Salus and its affiliates. This review will, to the greatest extent possible, also leverage upon the work performed and being performed by Alvarez & Marsal Canada ULC and Alvarez & Marsal Canada Securities ULC (collectively "A&M");

- (ii) The CRO shall have authority to direct the operations and management of the Entities and the restructuring and refinancing of the Entities and their businesses. The officers of the Entities shall report to the CRO. For greater certainty, the CRO shall be entitled to exercise any powers of the Entities to the exclusion of other persons, including any board member of the Entities. The CRO shall provide timely updates of its activities to A&M and Salus.
 - (iii) The Engagement Personnel shall review and provide information required by, and serve as a contact with, the Entities' financial and legal advisors (including A&M and Osler, Hoskin & Harcourt LLP), lenders, creditors and other stakeholders;
 - (iv) The Engagement Personnel will assist the Entities and A&M in their efforts to refinance the Entities, including dealing with prospective lenders as required;
 - (v) The Engagement Personnel shall support A&M and other Entities engaged professionals in developing, various potential restructuring alternatives, whether formal or informal as well as requisite communications and public relations strategies;
 - (vi) The Engagement Personnel shall coordinate with and, to the extent necessary, provide assistance to certain other of the Entities' affiliates and/or related companies, including Ben Moss Jewellers Western Canada Ltd. ("Ben Moss"), wherein FAAN is currently engaged as its Chief Restructuring Officer; and
 - (vii) The Engagement Personnel shall perform such other services as customarily provided by the Chief Restructuring Officer of a company, and agreed to by FAAN that is not duplicative of work others are performing for the Entities.
- (b) FAAN shall incur no liability for any acts or omissions of the Engagement Personnel related to the performance or non-performance of services at the direction of the Board and consistent with the requirements of this engagement and this Agreement.
2. Information Provided by Entities and Forward Looking Statements. The Entities shall: (i) provide the Engagement Personnel with access to management and other representatives of the Entities; and (ii) furnish all data, material and other information concerning the business, assets, liabilities, operations, cash flows, properties, financial condition and prospects of the Entities that the Engagement Personnel reasonably request in connection with the services to be provided to the Entities. The Engagement Personnel shall rely, without further independent

verification, on the accuracy and completeness of all publicly available information and information that is furnished by or on behalf of the Entities and otherwise reviewed by Engagement Personnel in connection with the services performed for the Entities. The Entities acknowledge and agree that the Engagement Personnel are not responsible for the accuracy or completeness of such information and shall not be responsible for any inaccuracies or omissions therein. The Engagement Personnel are under no obligation to update data submitted to them or to review any other areas unless specifically requested to do so.

You understand that the services to be rendered by the Engagement Personnel may include the preparation of projections and other forward-looking statements, and numerous factors can affect the actual results of the Entities' operations, which may materially and adversely differ from those projections. In addition, Engagement Personnel will be relying on information provided by the Entities in the preparation of those projections and other forward-looking statements.

3. Limitation of Duties. Neither FAAN, nor the Engagement Personnel make any representations or guarantees that, *inter alia*, (i) an appropriate restructuring proposal or strategic alternative or refinancing proposal can be formulated for the Entities, (ii) any restructuring proposal or strategic alternative or refinancing proposal will be more successful than all other possible restructuring proposals or strategic alternatives, (iii) a restructuring is the best course of action for the Entities, or (iv) if formulated, that any proposed restructuring plan or strategic alternative or refinancing proposal will be accepted by any of the Entities' creditors, shareholders and other constituents. Further, the Engagement Personnel will not assume any responsibility for the Entities' decision to pursue, or not pursue any business strategy, or to effect, or not to effect any transaction.
4. Compensation.
 - (a) As previously noted, FAAN is also engaged as the Chief Restructuring Officer ("CRO") of Ben Moss. FAAN will be paid by the Entities and Ben Moss for the combined services of the CRO and the CRO of Ben Moss at a monthly work fee of Cdn. \$75,000, plus applicable taxes and out-of-pocket expenses reasonably incurred in connection with or arising out of FAAN's activities under or contemplated by this engagement. Out-of-pocket expenses shall include, but not be limited to, fees, disbursements and other charges associated with FAAN's travel and lodging expenses, reasonable legal services provided to FAAN, and other necessary expenses. FAAN, at its sole discretion, will allocate its fees between the Entities and Ben Moss.
 - (b) In addition to the work fee noted above, the Entities and FAAN shall agree to a reasonable additional fee payable to FAAN upon the achievement of certain objectives and outcomes by, as appropriate, specified dates. The

terms and conditions of this additional fee shall be documented in writing within the first two weeks of this engagement in consultation with A&M and Salus.

- (c) In the event any of the Entities initiate a bankruptcy, insolvency or creditor enforcement proceeding (an "Insolvency Proceeding") under the *Companies' Creditors Arrangement Act*, the *Bankruptcy and Insolvency Act* or otherwise, and the approval of the court in which such a proceeding is brought (the "Court") is required with respect to the retention of FAAN as the CRO (and/or any other role) of the Entity, as applicable, and/or any of the terms of such engagement (including, without limitation, the payment of FAAN's fees and expenses and the provision of indemnification to FAAN), then the Entity shall apply for such approval by the Court and shall use reasonable commercial efforts to obtain such approval by the Court promptly after the initiation of the Insolvency Proceeding, failing which FAAN may suspend or discontinue its efforts on behalf of the Entity.
- (d) Any such Entity shall also promptly seek from the Court an order to grant to FAAN a security or charge, ranking in priority over the pre-filing claim of any secured creditor of such Entity, on all of its property, in an amount reasonably appropriate, in respect of all of FAAN's fees and expenses payable under this Agreement. The Entity shall supply FAAN and its counsel with a draft of any such application and order for approval of FAAN's retention and/or any of the terms of such retention sufficiently in advance of the filing of such application and proposed order to enable FAAN and its counsel to review and comment thereon.
- (e) The Entity shall promptly remit to FAAN, a retainer in the amount of Cdn. \$25,000, plus HST, which shall be credited against any amounts due at the termination of this engagement and returned upon the satisfaction of all obligations hereunder.
- (f) FAAN shall bill semi-monthly on the 15th and at the end of the month for the proportionate amount of the monthly billing rates set out in paragraph 4(a) above, plus applicable taxes and out-of-pocket costs. Invoices rendered by FAAN are payable upon receipt.

5. Termination.

- (a) This Agreement will apply from the commencement of the services referred to in Section 1 and may be terminated by the Entities without cause by providing 60-day's written notice to FAAN. In the case of just cause, this Agreement may be terminated immediately by the Entities.

- (b) FAAN may terminate this Agreement with respect to any or all of the Entities at any time.
 - (c) On termination of the Agreement, any fees and expenses due to FAAN shall be remitted promptly (including fees and expenses that accrued prior to but are invoiced subsequent to such termination).
 - (d) The provisions of this Agreement that give the parties rights or obligations beyond its termination shall survive and continue to bind the parties.
6. No Audit. The Entities acknowledge and agree that Engagement Personnel are not being requested to perform an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the CICA, ICAO, OSC, AICPA, SEC or other state or national professional or regulatory body.
7. No Third Party Beneficiary. The Entities acknowledge that all advice (written or oral) provided by FAAN to the Entities in connection with this engagement is intended solely for the benefit and use of the Entities (limited to its management) in considering the matters to which this engagement relates. The Entities may share this information with A&M and Salus if the CRO determines that this is appropriate. The Entities may choose to reproduce, disseminate, quote or refer to such information as it wishes, in its sole and absolute discretion, provided that in no event may such information be attributed to FAAN.
8. Exclusivity and Conflicts. FAAN is an independent firm that has several clients and engagements, some of which will be active during the rendering of services by the Engagement Personnel in connection with this matter. FAAN is not currently aware of any relationship that would create a conflict of interest with the Entities or those parties-in-interest of which you have made us aware. It is possible that FAAN may have rendered or will render services to, or have business associations with, other entities or people which had or have or may have relationships with the Entities, including creditors of the Entities. In the event you accept the terms of this engagement, FAAN will not represent, and has not represented, the interests of any such entities or people in connection with this matter.
9. Each of the Entities and Shilon shall indemnify and hold harmless Naveed Manzoor, FAAN and each of FAAN's employees, directors, officers, agents, representatives, consultants, legal advisors, financial advisors, fiduciaries, officers, directors, partners, predecessors, successors and assigns, subsidiary corporations, parent corporations and shareholders (collectively, the "Indemnified Parties") against any and all claims or liabilities whatsoever and of every nature or kind arising in connection with FAAN's exercise of any duties or authority pursuant to the Engagement Letter, or any court order, including any related professional fees or defence costs. This indemnity does not apply to claims which

are determined by a court to arise from gross negligence or willful misconduct. In the event that FAAN receives a court-ordered charge (a "Charge") in a proceeding of any of the Entities under the *Companies' Creditors Arrangement Act*, and FAAN recovers amounts that would otherwise be payable by Shilon pursuant to this provision by enforcing the Charge, Shilon shall not be required to indemnify FAAN for the claim or liability for which FAAN so recovered, to the extent of such recovery.

10. Shilon hereby releases FAAN, the CRO and the Engagement Personnel from any present or future claims, liabilities or actions which it may now or hereafter have in respect of the performance by such persons of their duties under this Agreement and under the engagement with Ben Moss, including any claims for wages, vacation pay, negligence, breach of fiduciary duties or other matters which may arise as a result of Shilon being a director, officer, employee or shareholder of the Entities.
11. Miscellaneous. This Agreement: (a) shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein without giving effect to such Province's rules concerning conflicts of laws that might provide for any other choice of law; (b) incorporates the entire understanding of the parties with respect to the subject matter hereof; (c) may not be amended or modified except in writing executed by each of the parties hereto; (d) may be executed by facsimile and in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement; and (e) notwithstanding anything herein to the contrary, upon the completion of the restructuring process presently being undertaken in respect of the Entities, FAAN may reference or list the J.S.N. Jewellery Inc.'s name and/or a general description of the services in FAAN's marketing materials, provided however that no other member of the JSN Group may be referenced in any such materials..

If the foregoing is acceptable to you, kindly sign the enclosed copy to acknowledge your agreement with its terms.


Very truly yours,

FAAN ADVISORS GROUP INC.

Per: 

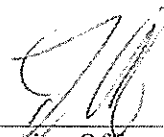
Naveed Z. Manzoor, Managing Director

Accepted and agreed:



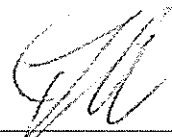
Joseph Shilon

J.S.N. JEWELLERY INC.

Per: 


Joseph Shilon, Chief Executive Officer

J.S.N. JEWELLERY UK LIMITED

Per: 

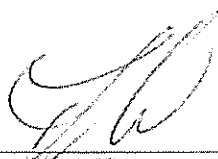
Joseph Shilon, Chief Executive Officer

GMJ CORP.

Per: 

Joseph Shilon, Chief Executive Officer

237318 ONTARIO INC.

Per: 

Joseph Shilon, Chief Executive Officer

ALWAYS & FOREVER FAMILY
COLLECTION INCORPORATED

Per:



Joseph Shilon, Chief Executive Officer

P.M.R. Inc.

Per:



Joseph Shilon, Chief Executive Officer

APPENDIX "H"

Court File No. CV-16-11397-
0002

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) WEDNESDAY, THE 18TH
MR. JUSTICE NEWBOULD)
DAY OF MAY, 2016

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 BEN MOSS JEWELLERS WESTERN
CANADA LTD.

Applicant

INITIAL ORDER

THIS APPLICATION, made by Ben Moss Jewellers Western Canada Ltd. (the "Applicant"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Naveed Manzoor sworn May 16, 2016 and the Exhibits thereto (the "Initial Affidavit"), the pre-filing report of Alvarez & Marsal Canada Inc. ("A&M"), in its capacity as proposed monitor of the Applicant dated May 17, 2016, and on hearing the submissions of counsel for the Applicant, Salus Capital Partners, LLC ("Salus"), and A&M and on reading the consent of A&M to act as the monitor of the Applicant (the "Monitor"),

SERVICE

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

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

3. THIS COURT ORDERS that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "**Business**") and Property. The Applicant is authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, appraisers, valuers, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. THIS COURT ORDERS that the Applicant shall be entitled to continue to utilize the Cash Management System (as defined and described in the Initial Affidavit) or, with the consent of the Monitor and Salus, replace it in part or in whole with another substantially similar central cash management system and that any present or future bank or other Person (as hereinafter defined) providing any part of the Cash Management System, including without limitation,

Canadian Imperial Bank of Commerce, Bank of Montreal, the Royal Bank of Canada, the Toronto-Dominion Bank and the Bank of Nova Scotia, shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person other than the Applicant and Salus, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. THIS COURT ORDERS that, subject to availability under the DIP Facility (as defined herein) and in accordance with the Budget (as defined in the DIP Agreement), the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the date of this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and reasonable expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) amounts necessary in order to continue to honour or comply with existing return policies, gift cards, and similar programs offered by the Applicant;
- (c) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges;
- (d) with the consent of the Monitor, amounts owing for goods or services actually supplied to the Applicant prior to the date of this order or to obtain the release of goods contracted for prior to the date of this Order by third party suppliers if, in the opinion of the Applicant, the supplier is critical to the Business and ongoing operations of the Applicant;

- (e) any other costs or expenses that are deemed necessary for the preservation of the Property and/or the Business by the Applicant with the consent of the Monitor and Salus.

7. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, and subject to availability under the DIP Facility and in accordance with the Budget, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance and directors and officers tail and/or run off insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant following the date of this Order.

8. THIS COURT ORDERS that the Applicant shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services taxes, harmonized sales taxes or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and

- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

9. THIS COURT ORDERS that, except as specifically permitted herein and subject to the Budget and the terms of the DIP Facility, the Applicant is hereby directed, until further Order of this Court:

- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date, provided however that the Applicant is hereby authorized and directed to make all such payments under the DIP Agreement, including the Pre-Petition Liabilities (as defined in the DIP Agreement) in accordance with the DIP Facility;
- (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and
- (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

10. THIS COURT ORDERS that until a real property lease is disclaimed or resiliated in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

RESTRUCTURING

11. THIS COURT ORDERS that the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding \$200,000 in any one transaction or \$500,000 in the aggregate provided that, with respect to any leased premises, the Applicant may permanently but not temporarily cease, downsize or shut down unless provided for in the applicable lease;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate;
- (c) in accordance with paragraphs 12 and 13, with the prior consent of the Monitor or further Order of the Court, vacate, abandon or quit the whole but not part of any leased premises and/or disclaim any real property lease and any ancillary agreements relating to any leased premises, in accordance with Section 32 of the CCAA, on such terms as may be agreed upon between the Applicant and such landlord, or failing such agreement, to deal with the consequences thereof in the Plan;
- (d) disclaim, in whole or in part, with the prior consent of the Monitor or further Order of the Court, such of their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the Applicant deems appropriate, in accordance with Section 32 of the CCAA, with such disclaimers to be on such terms as may be agreed upon between the Applicant and such counter-parties, or failing such agreement, to deal with the consequences thereof in the Plan;
- (e) under the supervision of the Monitor, pursue all avenues of refinancing the Business or Property, in whole or part, and market the Business and the Property in accordance with the RISP (as defined herein).

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the "**Restructuring**").

12. THIS COURT ORDERS that the Applicant shall provide each of the relevant landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such landlord and any such secured creditors. If the Applicant disclaims or resiliates the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer or resiliation of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

13. THIS COURT ORDERS that if a notice of disclaimer or resiliation is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

14. THIS COURT ORDERS that until and including June 15, 2016, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicant, the CRO (as defined below) or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting

the Business or the Property are hereby stayed and suspended pending further Order of this Court.

15. THIS COURT ORDERS that during the Stay Period, no Proceeding shall be commenced or continued: (i) against or in respect of J.S.N. Jewellery Inc. (“JSN”) with respect to any guarantee, contribution or indemnity obligation, liability or claim in respect of, or that relates to, any agreement involving the Applicant, or the obligations, liabilities and claims of, against or affecting the Applicant or the Business (collectively, the “**Applicant Related Liabilities**”); (ii) against or in respect of any of JSN’s current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**JSN Property**”) with respect to any Applicant Related Liabilities (the matters referred to in (i) and (ii) being, collectively, the “**Proceedings Against JSN**”), except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings Against JSN currently under way by any Person are hereby stayed and suspended pending further order of this Court, provided however that this paragraph shall only be effective as against Persons to whom there are no amounts due and owing by the Applicant as of the date of this Order and to whom the ongoing payment of amounts that will become payable in the ordinary course are provided for in the Applicant’s cash flow statements.

NO EXERCISE OF RIGHTS OR REMEDIES

16. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Applicant, the CRO or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

17. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any Person against or in respect of any of JSN or JSN Property in respect of any Applicant Related

Liabilities are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower JSN to carry on any business which JSN is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien, provided however that this paragraph shall only be effective as against Persons to whom there are no amounts due and owing by the Applicant as of the date of this Order and to whom the ongoing payment of amounts that will become payable in the ordinary course are provided for in the Applicant's cash flow statements.

NO INTERFERENCE WITH RIGHTS

18. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

19. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, disaster recovery, centralized banking services, payroll and benefits services, insurance, transportation services, freight services, utility, customs clearing, gemstone grading, warehouse and logistics services, security services or other services to the Business or the Applicant, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

20. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

21. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

APPOINTMENT OF CRO

22. THIS COURT ORDERS that FAAN Advisors Group Inc. (“FAAN”) be and is hereby appointed Chief Restructuring Officer of the Applicant (“CRO”). The CRO shall have the authority to direct the operations and management of the Applicant and the Restructuring, and the officers of the Applicant shall report to the CRO. For greater certainty, the CRO shall be entitled to exercise any powers of the Applicant set out herein, to the exclusion of any other Person (including any board member of the Applicant). The CRO shall provide timely updates to the Monitor in respect of its activities.

23. THIS COURT ORDERS that the CRO shall not be or be deemed to be a director, officer or employee of the Applicant.

24. THIS COURT ORDERS that nothing in this Order shall be construed as resulting in FAAN or the CRO being an employer, successor employer, responsible person or operator

within the meaning of any statute, regulation or rule of law, or equity for any purpose whatsoever.

25. THIS COURT ORDERS that the CRO shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any Person from and after the date of this Order except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on the part of the CRO.

26. THIS COURT ORDERS that (i) any indemnification obligations of the Applicant in favour of the CRO and (ii) the payment obligations of the Applicant to the CRO shall be entitled to the benefit of and shall form part of the Administration Charge set out herein.

27. THIS COURT ORDERS that any claims of the CRO shall be treated as unaffected in any Plan filed by the Applicants under the CCAA or any proposal ("**Proposal**") under the *Bankruptcy and Insolvency Act* (the "**BIA**").

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

28. THIS COURT ORDERS that the Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings, except to the extent that, with respect to any officer or director the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

29. THIS COURT ORDERS that the directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$1.5 million, as security for the indemnity provided in paragraph 28 of this Order. The Directors' Charge shall have the priority set out in paragraphs 58 and 60 herein.

30. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors'

and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 28 of this Order.

REFINANCING AND/OR INVESTMENT SOLICITATION PROCESS

31. THIS COURT ORDERS AND DIRECTS the Applicant to immediately commence, under the supervision and with the assistance of the Monitor, a Refinancing and/or Investment Solicitation Process in accordance with the terms attached hereto as Schedule "A" to this Order (the "RISP") for the purpose of offering the opportunity for potential investors to refinance all or part of the Credit Facilities (as defined in the RISP), to invest in the Applicant and/or JSN., and/or purchase all or a portion of the Property.

32. THIS COURT ORDERS that the RISP is hereby approved and the Applicant, the CRO and the Monitor are hereby authorized and directed to perform each of their obligations thereunder.

33. THIS COURT ORDERS that: (i) nothing in the RISP shall amend or vary, or be deemed to amend or vary the terms of a real property lease; and (ii) where any real property leases are not, in accordance with their terms, transferrable or assignable to a Successful Bidder(s) who has submitted the Successful Bid(s) (as such terms are respectively defined in the RISP), without first obtaining the consent of the applicable landlord, no such real property leases shall be transferred conveyed, assigned or vested in any such successful bidder(s), save and except: (A) to the extent that the respective consents have been obtained from the applicable landlords; or (B) upon further Order of this Court.

STORE SALE

34. THIS COURT ORDERS that with respect to the Consulting & Agency Agreement dated as of April 28, 2016 between Gordon Brothers Canada ULC (the "Agent") and the Applicant (the "Agency Agreement"), the Agent is authorized to conduct a sale (the "Sale") to liquidate the Merchandise and FF&E, as applicable (as both terms are defined in the Agency Agreement), in the Applicant's stores (the "Stores") in accordance with this Order and the Agency Agreement, and to advertise and promote the Sale within the Stores in accordance with the terms hereof and thereof.

35. THIS COURT ORDERS that the Agent, in its capacity as agent of the Applicant, is authorized to market and sell the Merchandise and FF&E free and clear of all liens, claims, encumbrances, security interests, mortgages, charges, trusts, deemed trusts, executions, levies, financial, monetary or other claims, whether or not such claims have attached or been perfected, registered or filed and whether secured, unsecured, quantified or unquantified, contingent or otherwise, whensoever and howsoever arising, and whether such claims arose or came into existence prior to the date of this Order or came into existence following the date of this Order, (in each case, whether contractual, statutory, arising by operation of law, in equity or otherwise) (all of the foregoing, collectively “**Claims**”), including, without limitation the Charges (as defined below), and all Claims, charges, security interests or liens evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal or removable property registration system (all of such Claims, charges (including the Charges), security interests and liens collectively referred to herein as “**Encumbrances**”), which Encumbrances, subject to this Order, will attach instead to the proceeds of sale of such Merchandise or FF&E received or to be received by the Applicant under the Agency Agreement from and after the date hereof, in the same order and priority as they existed on the date the Sale was commenced.

36. THIS COURT ORDERS that subject to the terms of this Order, the Agent shall have the right to enter and use the Store locations and all related Store services and all facilities and all furniture, trade fixtures and equipment, including the FF&E, located at the Store locations, and other assets of the Applicant as designated under the Agency Agreement, for the purpose of conducting the Sale and, for such purposes, the Agent shall be entitled to the benefit of the Applicant’s stay of proceedings provided under this Order, as such stay of proceedings may be extended by further order of the Court.

AGENT LIABILITY

37. THIS COURT ORDERS that the Agent shall act solely as an agent to the Applicant and that it shall not be liable for any claims against the Applicant other than as expressly provided in the Agency Agreement. More specifically:

- (a) the Agent shall not be deemed to be an owner or in possession, care, control or management of the Stores, of the assets located therein or associated therewith or of

the Applicant's employees located at the Stores or any other property of the Applicant;

- (b) the Agent shall not be deemed to be an employer, or a joint or successor employer or a related or common employer or payor within the meaning of any legislation governing employment or labour standards or pension benefits or health and safety or other statute, regulation or rule of law or equity for any purpose whatsoever, and shall not incur any successorship liabilities whatsoever; and
- (c) the Applicant shall bear all responsibility for any liability whatsoever (including without limitation losses, costs, damages fines, damages or awards) relating to claims of customers, employees and any other persons arising from events occurring at the Stores during and after the term of the Agency Agreement, or otherwise in connection with the Sale, except in accordance with the Agency Agreement.

AGENT AN UNAFFECTED CREDITOR

38. THIS COURT ORDERS that the Agency Agreement shall not be repudiated, resiliated or disclaimed by the Applicant nor shall the claims of the Agent pursuant to the Agency Agreement be compromised or arranged pursuant to any Plan filed by the Applicant under the CCAA, or any Proposal filed by the Applicant under the BIA.

39. THIS COURT ORDERS that the Agent shall be treated as an unaffected creditor in these proceedings and under any Plan or Proposal. For greater certainty, the Agent shall not be affected by any stay of proceedings with respect to non-payment under the Agency Agreement and the Agent shall, subject to the terms of the Agency Agreement, be entitled to exercise its remedies for non-payment under the Agency Agreement.

BULK SALES ACT AND OTHER LEGISLATION

40. THIS COURT ORDERS AND DECLARES that the transactions contemplated under the Agency Agreement shall be exempt from the application of any applicable *Bulk Sales Act* and any other equivalent federal or provincial legislation.

41. THIS COURT ORDERS that pursuant to clause 7(3) (c) of the Canada *Personal Information Protection and Electronic Documents Act* (“**PIPEDA**”), the Applicant is authorized and permitted to disclose to the Agent all human resources and payroll information in the Applicant’s records pertaining to the Applicant’s past and current employees and that the Agent shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects similar to the prior use of such information by the Applicant.

APPOINTMENT OF MONITOR

42. THIS COURT ORDERS that A&M is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

43. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant's receipts and disbursements;
- (b) liaise with the CRO, the Agent and Assistants with respect to all matters relating to the Property, the Business and such other matters as may be relevant to the proceedings herein;
- (c) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (d) assist the Applicant, to the extent required by the Applicant, in its dissemination of, to the DIP Lender and its counsel, financial and other information as agreed to between the Applicant and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;

- (e) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis in accordance with the Definitive Documents;
- (f) advise the Applicant in its development of the Plan and any amendments to the Plan;
- (g) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (h) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form and/or data held by third parties, and other financial documents of the Applicant (whether held by the Applicant or by a third-party and regardless of whether such third party is an affiliate or related party of the Applicant), to the extent that is necessary to adequately assess the Applicant's business and historical and/or prospective financial affairs or to perform its duties arising under this Order;
- (i) consult with the Applicant, the CRO, the Agent and any Assistants retained in connection with the Restructuring;
- (j) supervise and assist the Applicant with the implementation of the RISP;
- (k) be at liberty to engage independent legal counsel or such other persons, or utilize the services of its affiliates, as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (l) perform such other duties as are required by this Order or by this Court from time to time.

44. THIS COURT ORDERS that the Monitor is hereby authorized to prepare and provide reporting relating to the Guarantors (as defined in the DIP Agreement) to the DIP Lender, including in respect of supplier or other payments made by the Guarantors.

45. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the

Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

46. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

47. THIS COURT ORDERS that that the Monitor shall provide any creditor of the Applicant and the DIP Lender with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

48. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

49. THIS COURT ORDERS that the CRO, the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the CRO, the Monitor, counsel for the Monitor, counsel for the Applicant and counsel to Joseph Shilon (to the extent the Applicant has agreed to pay such accounts to counsel to Joseph Shilon) on a weekly basis and, in addition, the Applicant is hereby authorized to pay or to have paid to, as applicable, the CRO, the Monitor, counsel to the Monitor and counsel to the Applicant retainers in the amounts of \$25,000, \$100,000, \$50,000 and \$75,000 respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

Subvert to any amount less than cost. 201

50. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

51. THIS COURT ORDERS that the CRO, the Monitor, counsel to the Monitor, the Applicant's counsel and counsel to Joseph Shilon shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$600,000, as security for their professional fees and disbursements incurred by the Applicant at the standard rates and charges of the CRO, the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings, provided however that the Administration Charge shall not secure the professional fees and disbursements of Joseph Shilon's counsel that are incurred by the Applicant after the date of this Order. The Administration Charge shall have the priority set out in paragraphs 58 and 60 hereof.

DIP FINANCING

52. THIS COURT ORDERS that the Applicant is hereby authorized and empowered to obtain and borrow under a revolving credit facility (the "**DIP Facility**") in order to finance the Applicant's working capital requirements and other general corporate purposes and other expenditures in accordance with the Applicant's cash flow statements pursuant and subject to the terms and conditions set forth in the Credit Agreement between Salus as collateral and administrative agent (the "**DIP Agent**"), the lenders thereunder (the "**DIP Lenders**"), the

Applicant and various guarantors dated as of May 17, 2016 (the "**DIP Agreement**"), provided that borrowings under such DIP Facility shall not exceed the principal amount of the U.S. dollar equivalent to CDN\$8,000,000 unless permitted by further Order of this Court and further provided that borrowings under the DIP Facility shall not exceed \$3.5 million prior to May 26, 2016, the date of the Comeback Hearing (as defined herein).

53. THIS COURT ORDERS that the DIP Facility and the DIP Agreement be and are hereby approved and the Applicant is hereby authorized and directed to executed and deliver the DIP Agreement.

54. THIS COURT ORDERS that the Applicant is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees, amendments and other definitive documents (collectively, and together with the DIP Agreement, the "**Definitive Documents**"), as are contemplated by the DIP Agreement or as may be reasonably required by the DIP Agent pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lenders under and pursuant to the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

55. THIS COURT ORDERS that the DIP Agent shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Charge**") on the Property, which DIP Charge shall be in the aggregate amount of the obligations outstanding at any given time under the DIP Facility. The DIP Charge shall not secure any obligation that exists before this Order is made. The DIP Charge shall have the priority set out in paragraphs 58 and 60 hereof.

56. THIS COURT ORDERS that, notwithstanding any other provision of this Order:

- (a) the DIP Agent may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the Definitive Documents, the DIP Agent, upon 2 business days' notice to the Applicant and the Monitor and upon approval of this Court, may exercise any and all of its rights and remedies against the

Applicant or the Property under or pursuant to the Definitive Documents and the DIP Charge, including without limitation, to cease making advances to the Applicant and set off and/or consolidate any amounts owing by the DIP Lenders to the Applicant against the obligations of the Applicant to the DIP Lenders under the Definitive Documents or the DIP Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and

- (c) the foregoing rights and remedies of the DIP Agent shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.

57. THIS COURT ORDERS AND DECLARES that the DIP Lenders and the lenders under the Credit Facilities shall be treated as unaffected in any Plan filed by the Applicant under the CCAA, or any Proposal filed by the Applicant under the BIA, with respect to all advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

58. THIS COURT ORDERS that the priorities of the Directors' Charge, the Administration Charge and the DIP Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$600,000);

Second – DIP Charge; and

Third – Directors' Charge (to the maximum amount of \$1.5 million).

59. THIS COURT ORDERS that the filing, registration or perfection of the Directors' Charge, the Administration Charge or the DIP Charge (collectively, the "**Charges**") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

60. THIS COURT ORDERS that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other Encumbrances in favour of any Person, other than any Person with a properly perfected purchase money security interest under the *Personal Property Security Act* (Ontario) or such other applicable provincial legislation.

61. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicant also obtains the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Charges, or further Order of this Court.

62. THIS COURT ORDERS that the Charges and the Definitive Documents shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Definitive Documents shall create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Definitive Documents caused by or resulting from the Applicant entering into the DIP Agreement, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

- (c) the payments made by the Applicant pursuant to this Order, the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

63. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant's interest in such real property leases.

64. THIS COURT DECLARES that, pursuant to Section 7(3)(c) of PIPEDA and any regulations promulgated under authority of that Act, as applicable (the "**Relevant Enactment**"), the Applicant and the Monitor, in the course of these proceedings, are permitted to, and hereby shall, disclose personal information of identifiable individuals in their possession or control to stakeholders, their advisors, prospective investors, financiers, buyers or strategic partners (collectively, "**Third Parties**"), but only to the extent desirable or required to negotiate and complete the Restructuring or to prepare and implement the Plan or transactions for that purpose; provided that the Third Parties to whom such personal information is disclosed enter into confidentiality agreements with the Applicant and the Monitor binding them in the same manner and to the same extent with respect to the collection, use and disclosure of that information as if they were an organization as defined under the Relevant Enactment, and limiting the use of such information to the extent desirable or required to negotiate or complete the Restructuring or to prepare and implement the Plan or transactions for that purpose, and attorning to the jurisdiction of this Court for the purposes of that agreement. Upon the completion of the use of personal information for the limited purposes set out herein, the Third Parties shall, upon the request of the Applicant or the Monitor, return the personal information to the Applicant and the Monitor or destroy it. If the Third Parties acquire personal information as part of the Restructuring or the preparation and implementation of the Plan or transactions in furtherance thereof, such Third Parties may, subject to this paragraph and any Relevant Enactment, continue to use the personal information in a manner which is in all respects identical to the prior use thereof by the Applicant.

SERVICE AND NOTICE

65. THIS COURT ORDERS that the Monitor shall (i) without delay, publish in the Globe and Mail (National Edition) and the Winnipeg Free Press a notice containing the information

prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

66. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “Protocol”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/> shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: www.alvarezandmarsal.com/benmoss (the “Monitor’s Website”).

67. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicant and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

68. THIS COURT ORDERS that the Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

69. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

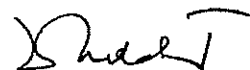
70. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant 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 Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

71. THIS COURT ORDERS that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

72. THIS COURT ORDERS that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

73. A comeback hearing in this matter shall be held on May 26, 2016 (the “**Comeback Hearing**”).

74. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Daylight Time on the date of this Order.

A handwritten signature in black ink, appearing to read 'Shah T.', is written above a horizontal line.

IN THE MATTER OF 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 BEN MOSS JEWELLERS WESTERN CANADA LTD.

APPLICANT

Court File No.

CV-16-11397-0602

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

INITIAL ORDER

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Lawyers for the Applicant

Matter No: 1172245

APPENDIX "I"

From: Belcher, James
Sent: Monday, May 30, 2016 5:35 PM
To: Carla Eisnor <Carla.Eisnor@jsnjewellery.com> (Carla.Eisnor@jsnjewellery.com)
Cc: Brouwer, Matthew; Naveed Manzoor (naveed@faanadvisors.com); Zalev, Adam; Sobot, Aleksandar (asobot@alvarezandmarsal.com)
Subject: CIM

Hi Carla – attached is the CIM. As discussed it very closely resembles the February version with some updates and obviously the new discussion on the Restructuring Plan for Ben Moss.

Thanks,
Jamie.

Jamie Belcher
Senior Director
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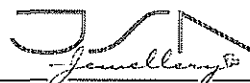
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May 2016

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J.S.N. Jewellery

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Diamond experts since 1910



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2. Company Overview
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6. Forecast
7. Appendix – Marginable Assets

- Section One -

EXECUTIVE SUMMARY

Situation Overview

JSN was founded in 1991 by Joseph Shilon; since then, it has grown into an internationally recognized brand with manufacturing, wholesale and retail operations

- The Company is comprised of two businesses; (i) a jewellery *wholesaling and manufacturing* business with global operations; and (ii) a jewellery *retailing* business with approximately 60 stores across Canada (together the "JSN Group").
- The wholesale and manufacturing business ("JSN") is the original business of the Company. Since its founding it has expanded globally, increasing both its manufacturing footprint and wholesale customer base which includes a broad group of International, blue chip jewellery retailers.
- In 2013, the JSN Group acquired Ben Moss ("Ben Moss"), a premier Canadian jewellery retailer (the "Transaction"). Ben Moss operated 63 corporately owned retail outlets across Canada and generated in excess of \$80 million of revenue; a growing percentage of JSN's Canadian sales were to Ben Moss.
- In order to finance the acquisition, JSN utilized equity from its founder and debt financing provided by Salus Capital Partners.
- JSN management viewed this as a substantial opportunity to create a vertically integrated operation that could drive synergies and provide a unique competitive advantage, while maintaining its existing customer base.
- At the time of the acquisition, JSN Management believed that it would take time to derive the operational synergies and performance enhancements it had forecast for the combined business. Various factors impacted the Company's ability to achieve forecast growth.
- On May 18, 2016, Ben Moss obtained an Initial Order pursuant to the CCAA to restructure its operations, from the Ontario Superior Court of Justice.



FY 2017 Forecast Combined Financials (CAD)

138.0 million	Revenue
60.0 million	Gross Profit
15.7 million	EBITDA
52.6 million	Marginable Assets ¹

Capital Structure¹

51.2 million	ABL Revolver
14.2 million	Term Loans
65.4 million	Total Debt

¹ Based on April 30, 2016 borrowing base; \$7.6m Eligible AJR + \$45.0m Eligible Inventory.

Restructuring Plan Overview

Management has developed a Restructuring Plan (the "Plan") designed to improve performance at Ben Moss: the Plan would be implemented through the CCAA proceedings

- The Plan includes store closures, a rationalization of costs at the Ben Moss head office, landlord concessions and inventory rebalancing. Management anticipates the Plan will improve Pro-Forma EBITDA by \$4.5 to \$6.5 million annually.
- The historical results are reflective of the challenges the Company has faced from, among other external reasons, the disruption caused internally as the business adapted to developing a fully integrated platform. With an improved retail organization and execution of its Plan, Ben Moss is anticipated to return to significant profitability.
- The Plan contemplates the following:
 - Closure of 11 unprofitable stores;
 - ✓ Cash flow savings and benefits from reinvesting in inventory across the go forward stores are forecast to generate \$2.0 - \$2.5 million in TTM run-rate EBITDA.
 - Rationalizing of head office costs, including a downsizing of the office and reduction in headcount.
 - ✓ Depending on the scenario, the head office rationalization is expected generate \$1.5 - \$2.0 million in TTM run-rate EBITDA.
 - Occupancy savings through landlord concessions targeting uneconomic lease terms
 - ✓ Landlord concessions are difficult to predict but have been conservatively forecast to be \$1.0 - \$2.0 million in TTM run-rate EBITDA.

Restructuring Plan Summary in millions CAD	Pro Forma EBITDA	
	Low	High
Store Closures	2.0	2.5
Head Office Rationalization	1.5	2.0
Landlord Concessions	1.0	2.0
Total Pro Forma EBITDA Increase	4.5	6.5



Restructured TTM Run Rate Financials (CAD)

131.4 million	Revenue
59.8 million	Gross Profit
17.9 million	EBITDA
51.0 Million	Marginable Assets ¹
55*	Retail Locations

¹ As of Forecast July 2017 borrowing base

* Post restructuring

Refinancing Opportunity

The JSN Group is looking to refinance its Salus credit facility to allow it to take advantage of the foundation that it has constructed over the last several years.

- The historical results are reflective of the challenges the Company has faced with the development of a fully integrated business.
- On a pro forma basis assuming successful execution of Management's Restructuring Plan, the Group's pro forma leverage multiple (debt / EBITDA ratio) would be below 4.0x, and is supported by substantial working capital.
- With the financial turnaround at Ben Moss underway, JSN is seeking to identify a partner to refinance its existing loan facilities and to provide capital to support its growth.
- The pre-filing facilities consist of a CAD \$50 million committed ABL revolving facility (plus \$5m uncommitted accordion), and term loans totaling CAD \$25m² as outlined below.
- In support of the CCAA filing, Ben Moss has entered into a Debtor-in-Possession ("DIP") facility with Salus to provide it with liquidity to effectuate the Plan.

Current Capital Structure Summary	Current Facility	Amount Outstanding ³
Revolver ¹	\$55.0m	\$51.2m
Term Loan "A"	\$7.0m	\$4.8m
Term Loan "B"	\$13.0m	\$4.9m
Term Loan "C" ²	\$4.5m	\$4.5m
Total Facility	<u>\$79.5m</u>	<u>\$65.4m</u>

1 - Includes uncommitted accordion.

2 - USD Term Loan for \$3.5 mm, converted at 1.3 CAD/USD.

3 - Per April 30, 2016 borrowing base



Ben Moss Strategic Initiatives

Completed

- ✓ The JSN Group continues to integrate operations, capturing additional gross margin across the value chain
- ✓ A large number of Ben Moss' third party wholesale suppliers have been strategically displaced by JSN
- ✓ Third party repair and special order service capabilities have been brought in house

In-progress

- ☐ Implementing closures of underperforming stores and renegotiation of certain leases
- ☐ Significant changes to merchandising strategy to improve assortment and mix
- ☐ Review of overhead cost structures to streamline operations and identify further savings
- ☐ Optimizing store operations and procurement strategies to maximize efficiencies

Investment Highlights

Reputation	JSN management has an unwavering commitment to quality and has been dedicated to establishing and maintaining credibility for over 30 years in the industry while Ben Moss has been in business for 100+ years.
Inventory	JSN maintains a high quality inventory base of finished jewellery and diamonds with high NOLV and attractive gross margins.
High quality customer base	JSN's customer base consists of top-tier names in jewellery retail including major international retailers such as Zales Canada & U.S. (Signet), Fraser Hart, Fred Meyer Jewelers (Kroger), Charm Diamonds, and Goldsmiths Jewellers (Aurum).
Operational Improvement Plan Underway	CCAA proceedings at Ben Moss have begun in order to facilitate the Restructuring Plan.
Vertically integrated global operations	With the acquisition of Ben Moss, JSN's operations span the entire value chain; a direct source to rough and polished diamonds offers traceability and control that is unique within the industry.
Attractive industry performance and strong outlook	The industry is expected to experience annual growth of 7% over the next five years, driven by increases in per capita income and gold prices. ¹
Strong financial profile	Management forecasts combined pro forma EBITDA for the TTM period ending July 2017 of \$17.9m, with attractive gross profit margins of approximately 47%.



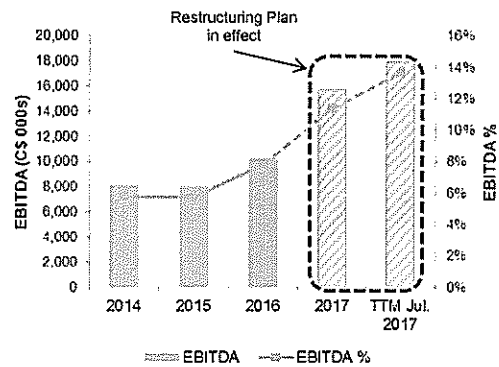
¹ MarketLine Industry Profile: Global Jewelry & Watches, March 2016

Financial Summary

JSN Group Consolidated Financials					
(C \$000s)	2014	2015	2016	2017F	TTM Jul. 2017F
Revenue	140,600	138,700	130,700	138,000	131,400
Cost of Sales	82,900	80,000	71,200	78,100	71,400
Gross Profit	57,700	58,700	59,500	59,900	60,000
Gross Profit %	41.0%	42.3%	45.5%	43.4%	45.7%
Operating Expenses	49,600	50,700	49,300	44,200	42,100
Adjusted EBITDA	8,100	8,000	10,200	15,700	17,900
EBITDA %	5.8%	5.8%	7.8%	11.4%	13.6%

* Includes 11 store closures & Pro Forma Restructuring Adjustments

Pro Forma EBITDA & EBITDA Margin



Restructuring Plan Summary	Pro Forma EBITDA	
	Low	High
Store Closures	2.0	2.5
Head Office Rationalization	1.5	2.0
Landlord Concessions	1.0	2.0
Total Pro Forma EBITDA Increase	4.5	6.5

Process Timeline

	Activity	Timing
Phase I Preliminary LOIs	• Confidential Information Memorandum	• Immediately
	• Electronic Data Room Access (Select Information)	• Immediately
	• Parties to Submit Non-Binding Indications of Interest	• On or before June 16, 2016
Phase II Due Diligence and Binding LOIs	• Electronic Data Room Access (Detailed Information)	• On or after June 20, 2016
	• Management Presentations	• To be scheduled
	• Additional Due Diligence Meeting(s)	• To be scheduled
	• Parties to Submit Binding Letters of Intent	• By July 20, 2016
Phase III Transaction Closing	• Settle Definitive Transaction Agreement	• TBD

- Section Two -

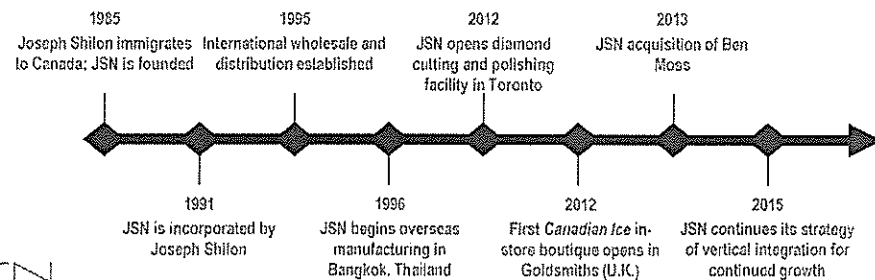
COMPANY OVERVIEW



JSN Wholesale Overview

JSN Jewellery (Manufacturing and Wholesale Operations)

- Joseph Shilon, a jewellery design specialist, diamond expert and cutter by trade, founded JSN in Toronto in 1985 shortly after arriving in Canada from Israel. JSN has grown to become one of Canada's leading jewellery manufacturers and wholesalers and has established international operations and product distribution around the world.
- The Company offers thousands of SKU's including a wide selection of product ranging from entry-level priced diamond designs to fully-certified, top-quality diamond jewellery available in 9-kt. to 18-kt. gold and platinum castings.
- Exclusively designed and manufactured collections include trademarked Canadian Ice Diamonds, Blossom Diamonds, Always and Forever, Colour Couture and Passionate Heart Canadian Diamonds as well as a number of private labels that it produces for major retail customers.
- With direct source to rough and polished diamonds and long standing partnerships with cutting and manufacturing operations, both overseas and locally, it offers its customers unparalleled traceability and quality as well as a host of value added services.
- JSN differentiates itself with innovative and evolving designs that are often at the forefront of industry trends. JSN's design and production capabilities coupled with the strength of its growing portfolio of brands has become a competitive advantage that is difficult to replicate within the industry.



1. Includes sales to Ben Moss, including associated intercompany profit which is otherwise eliminated in the combined results.

FY 2017 Forecast Wholesale Financials (CAD)¹

84.1 million	Revenue
24.7 million	Gross Profit
12.8 million	EBITDA

Canadian Ice
PURE DIAMOND BRILLIANCE

 BLOSSOM CUT

James Fisher
COLOUR COUTURE
DIAMOND & GEMSTONE COLLECTION

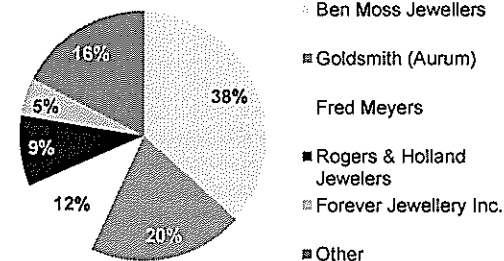
Passionate Heart
CANADIAN DIAMONDS

JSN Wholesale Overview – Customer Analysis

JSN has visibility and control throughout the entire diamond lifecycle and features industry leading designs, high quality brands and a blue chip customer base

- JSN offers class-leading service to its customers in the design, manufacture and launch of exclusive product lines; this service component has allowed JSN to develop meaningful partnerships with its customers.
- Wholesale revenues are earned primarily within Canada, the United States and the United Kingdom. In addition to Ben Moss, JSN's customer base features top tier names in the global jewellery retail industry.
- Since the Transaction, JSN has steadily grown its wholesale business in Canada by strategically displacing other third-party suppliers at Ben Moss; JSN continues to acquire new customers in the U.S. and is expanding its product lines within existing U.K. customers.
- To add to its service capabilities JSN expanded its Toronto manufacturing facility in 2013, allowing it to displace third party service providers and capitalize on high margin, in-house repair and special order programs while maintaining complete control over quality.

Major Wholesale Customers



*based on FY2016

Major Wholesale Customers

Canada

BEN MOSS
DISTINCTIVELY CANADIAN

CHARM
DIAMOND CENTRES



FOREVER JEWELLERY

JSN
jewellery
BEN MOSS
DISTINCTIVELY CANADIAN

United States

ZALES
THE DIAMOND STORE®

SIGNET
JEWELERS

Fred Meyer Jewelers

Rogers & Hollands

United Kingdom

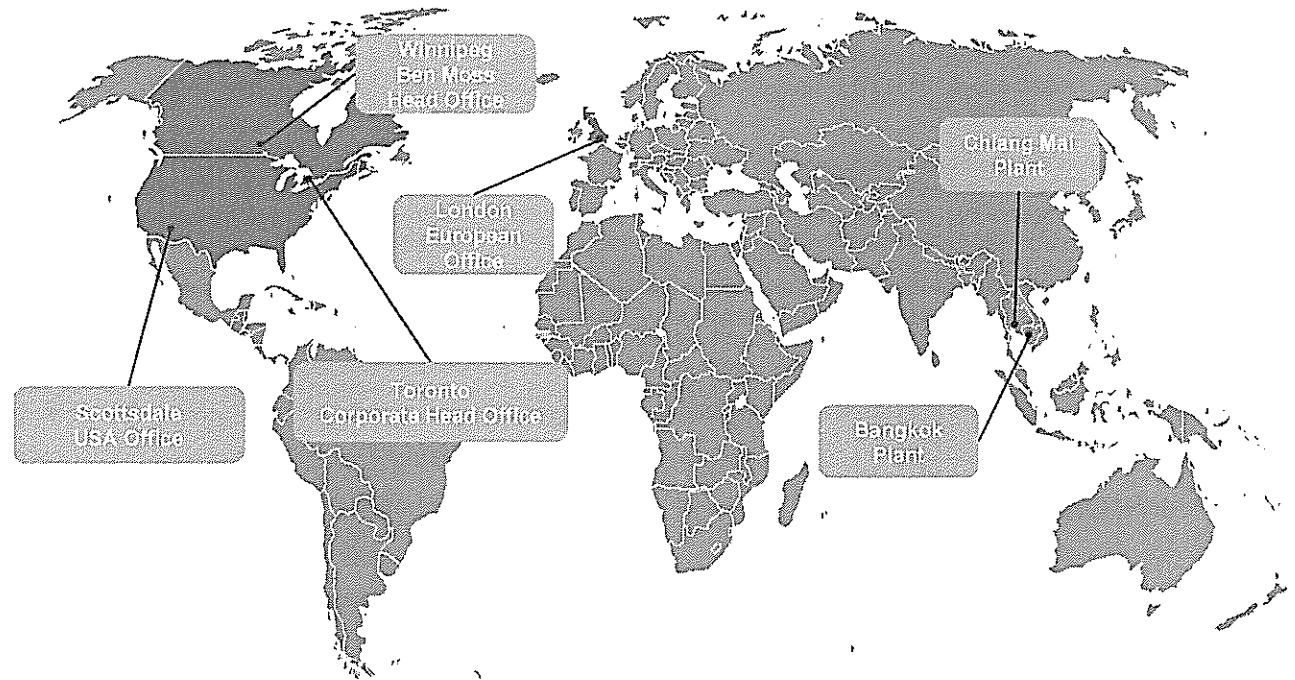
GOLDSMITHS
SINCE 1778

Mappin & Webb
LONDON

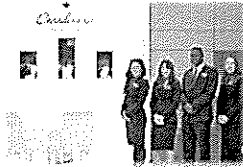
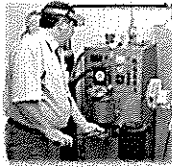
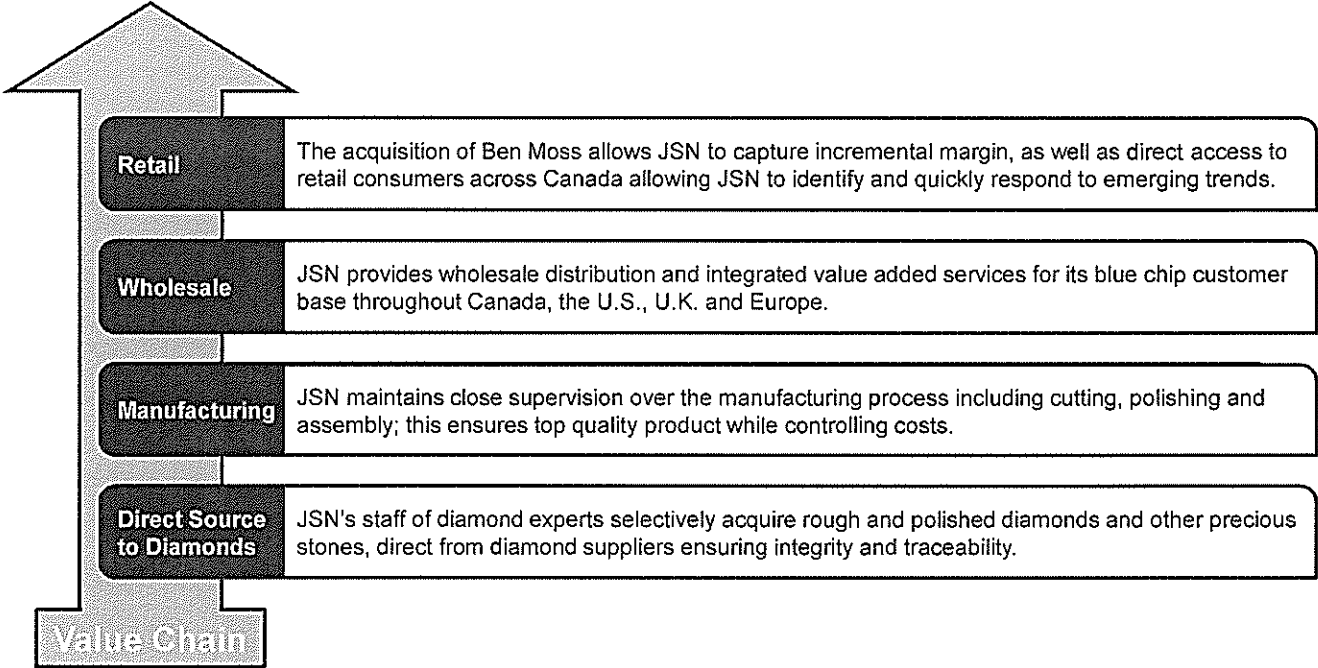
FRASER HART
FINE JEWELLERS SINCE 1976

J&N Wholesale Overview – Geographic Footprint

J&N's sales are primarily earned in Canada, the United Kingdom and the United States; cutting, polishing and manufacturing activities are performed in its overseas facilities



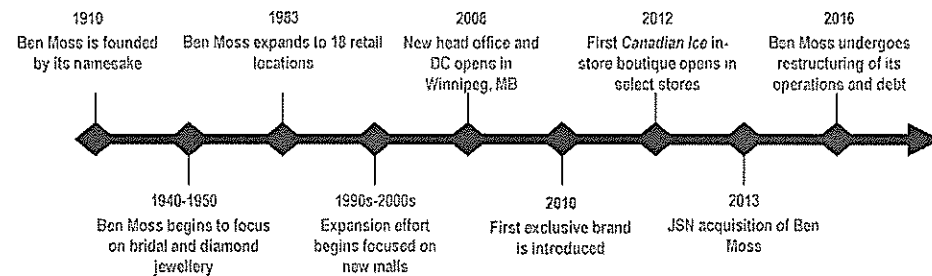
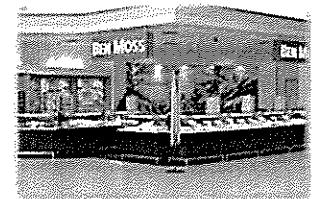
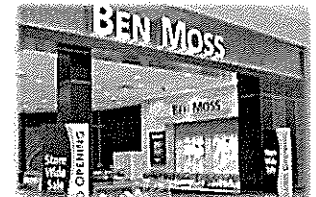
JSN Wholesale Overview – Value Chain



History & Timeline

Ben Moss has a rich 100+ year history and is an established brand across Canada. The Company has continually adapted to a changing retail climate and is poised for a resurgence

- Since 1986, Ben Moss expanded from 18 stores located primarily in Western Canada to 66 stores throughout the country.
- Ben Moss' strong corporate brand was a key element to successful expansion program.
- The Company is large enough to bring outstanding value while also small enough to maintain quality and high customer service standards.
- Ben Moss stores maintain an average size of approximately 1,100 square feet, with average retail sales of approximately \$1,150 per square foot.
- Selection, availability and value for money are all critical success factors for the Company.
- In its diamond product categories, Ben Moss offers a wide selection of bridal and other diamond rings, pendants and earrings; non-diamond product offerings include leading watch brands and other gold and silver jewellery.



Company Overview

Ben Moss Jewellers

- Ben Moss currently operates 66 stores across Canada with approximately 500+ employees.
- Run-rate revenues are currently \$80 million annually. Approximately 80% of sales are from diamond Jewellery with non-diamond Jewellery and watches accounting for 15% and 5% of sales, respectively.
- The Plan currently envisioned by management is designed integrate Ben Moss further with JSN and make it a more profitable company by accomplishing the following main objectives:
 - Closing underperforming stores;
 - Streamlining its head office and retail cost structure;
 - A review of the supply chain to return the company to best practices including a healthy mix of National Brands to lend credibility to the private label offering;
 - Obtaining landlord concessions and savings on occupancy costs; and
 - Inventory reinvestment and realignment across the go-forward store base.

Use of Recognized Canadian Diamond Brands

ROYAL PRINCESS DIAMONDS

Canadian ice
DIAMOND COLLECTION
the ultimate investment in style

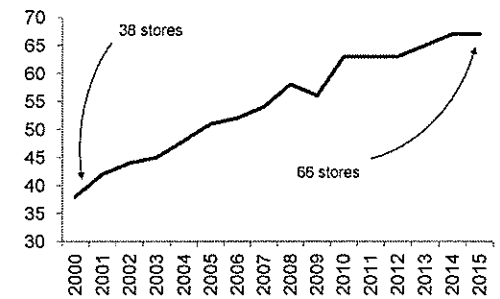
BLOSSOM
JEWELLERY

COLOUR
Just for you
COUTURE
DIAMOND & GEMSTONE COLLECTION

Passionate Heart
CANADIAN DIAMONDS

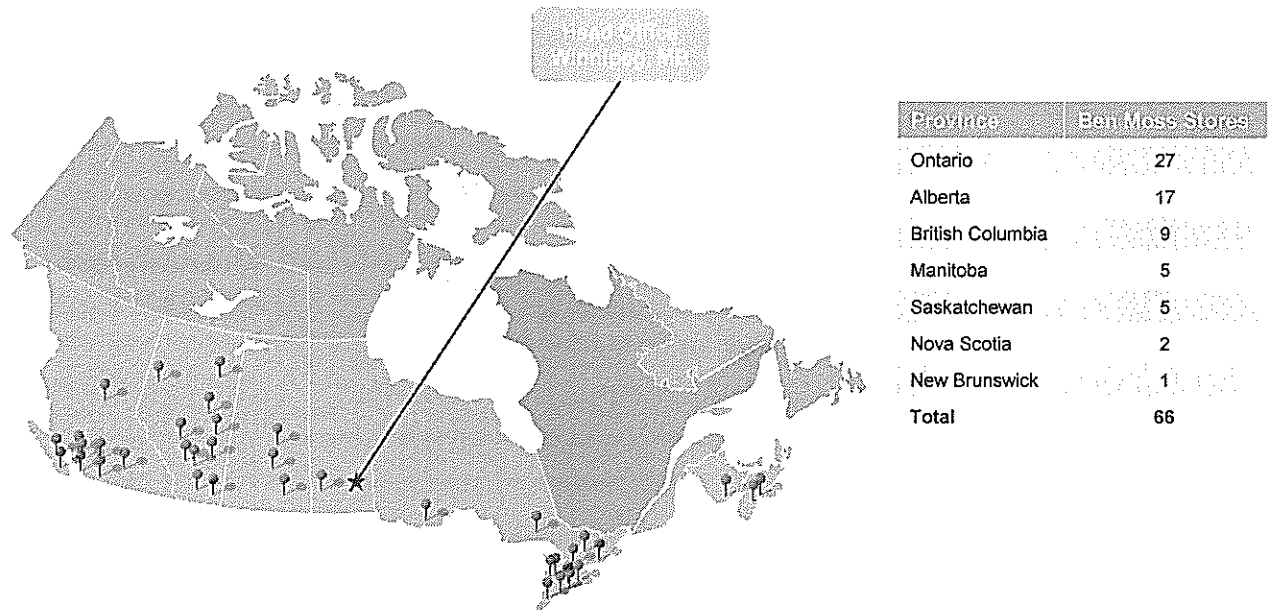
JSN
JEWELLERY
BEN MOSS

Historical # of Ben Moss Stores



National Footprint

Ben Moss has a recognized presence across Canada with 66 stores in 7 provinces



- Indicates a city with one or more Ben Moss location



Merchandising & Inventory Mix

Selection, availability and value for money are all critical success factors for specialty jewellery retailers. Ben Moss focuses on providing a merchandise assortment that maximizes sales and inventory turns

Merchandising

- Ben Moss identifies best-selling products so that they may be replenished rapidly.
- Ben Moss' pricing structure is reflective of its target market as predominantly a mall-based mid-market retailer. The Company continually examines the value implications for its customers, and executes purchasing strategy accordingly.
- Cost and margin implications are important considerations when inventory is purchased. New purchases are scrutinized to ensure that they yield the appropriate gross margins.
- Diamond jewellery has historically accounted for 67% of Ben Moss' jewellery product sales, with non-diamond jewellery and watches accounting for approximately 26% and 7%, respectively.
- The bridal category accounts for a significant portion of the company's sales and is dominated by diamond jewellery. In addition, the bridal category is more stable than other jewellery categories and exhibits lower sales cyclicalities.

Bridal
JEWELLERY

Women purchase wedding jewellery in the world's most important retail category. At Ben Moss, we have a leading collection of wedding jewellery.

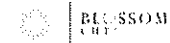


J&M
JEWELLERY
BEN MOSS
ESTABLISHED 1978

Select In-Store Brands

CITIZEN

BOSS
HUGO BOSS



CARAVELLE
NEW YORK

TISSOT

the fire within

Thomas Sabo
STERLING SILVER

BULOVA

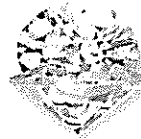
TWO SOULS

Private Label Brands

Securing private label branding rights and exclusive product offerings expands margins and creates an avenue to increase customer retention through brand association

Private Label Products/Services

- All of Ben Moss' suppliers comply with the standards set out by the Kimberley Process, ensuring all diamonds sold within Ben Moss stores are from conflict free origins.
- In addition to its jewellery collection, Ben Moss offers the following services:
 - i. Facilitates jewellery and watch repair services;
 - ii. Inspection and cleaning of jewellery; and
 - iii. Custom design services.
- Ben Moss holds several registered trademarks for its products, including:
 - ✓ "2 Heart" jewellery design;
 - ✓ Stylized "B" design;
 - ✓ "Ben Moss Jewellers";
 - ✓ "Endless Love"
 - ✓ "Northern Spirit"; and
 - ✓ Various other jewellery designs, including pendants and earrings.
- Management believes that branded, differentiated and exclusive merchandise helps to drive sales and provides its well-trained sales associates with a powerful selling proposition.



CanadaMark



Passion Heart



Partnerships & Private Labels

- ✓ **The Canadian Diamond**
- ✓ **Maple Leaf**
- ✓ **CanadaMark**
- ✓ **Canadian Ice**
- ✓ **Passionate Heart**

Canadian ice™

DIAMOND COLLECTION

- ◆ Each Canadian Ice™ diamond is laser engraved with a unique number to trace it back to the Canadian mine.
- ◆ Comes with an independent diamond report and certificate of authenticity.
- ◆ Mounted in certified Canadian Gold

Canadian ice™

PURE DIAMOND BRILLIANCE


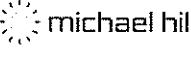



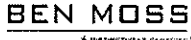
THE ONLY 100% PURE DIAMOND COLLECTION IN CANADA

Canadian Ice™ All trademarks © Ben Moss Jewellers

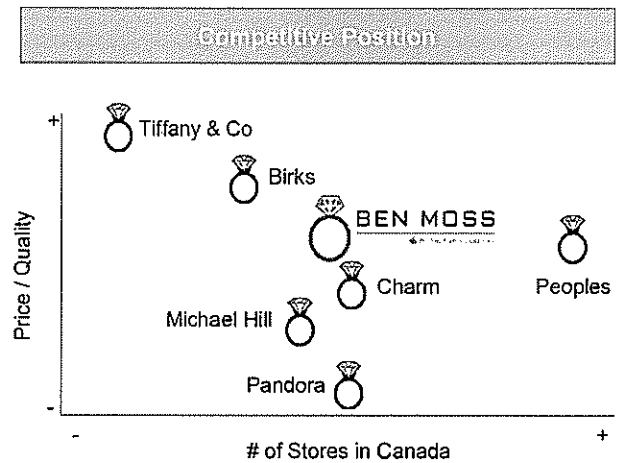


Competitor Analysis

Ben Moss has a strong presence across Canada highlighted by its broad geographic footprint

Retailer	Locations	Geographic Presence
 CANADA'S #1 DIAMOND STORE	142	ON; AB; BC; MB; SK; NB; NS; NF; PE
	65	ON; AB; BC; MB; SK
 DIAMOND CENTRES	63	ON; AB; MB; SK; NB; NS; NF; PE
	59 (32 in Canada)	ON; AB; BC; MB; SK; NB; NS;
TIFFANY & CO.	12	ON; AB; BC; QC
	7	ON; AB; BC
 DIAMOND CENTRES	55*	ON; AB; BC; MB; SK; NS

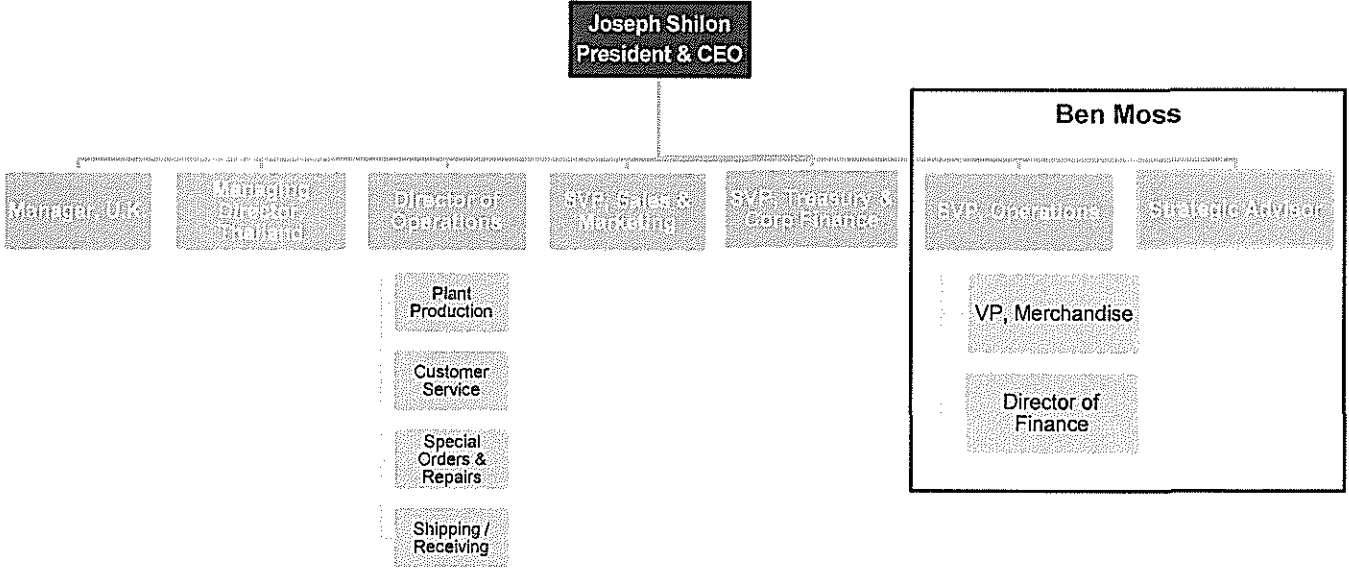
*Post-Restructuring



Organizational Chart

The JSN Group is operated by an experienced management team whose positions are highlighted below.

JSN Group¹ Organization Chart



¹ – Note – On May 12, 2016, FAAN Advisors was appointed as CRO of certain JSN Group entities (including JSN Jewellery and Ben Moss) to assist in facilitating the restructuring and the Plan.



- Section Three -

RESTRUCTURING OVERVIEW

Restructuring Overview

The Restructuring Plan focuses on Ben Moss operations and includes store closures, streamlining of retail and head office costs, landlord concessions and inventory rebalancing, delivering anticipated Pro-Forma EBITDA increase of \$4.5 to \$6.5 million annually

Restructuring Plan Summary <i>(Million CAD)</i>	Pro Forma EBITDA	
	Low	High
Store Closures	2.0	2.5
Cost Initiatives	1.5	2.0
Landlord Concessions	1.0	2.0
Total Pro Forma EBITDA Increase	4.5	6.5

- The store restructuring plan is designed to accomplish two objectives:
 - Close 11 underperforming stores to improve overall operating performance and create pro-forma EBITDA as a result of the closures; and
 - Close stores as a means of balancing inventory across the go-forward portfolio; bringing inventory levels back to the proper mix of merchandise is expected to reverse the sales decline and add incremental pro-forma EBITDA.
- The store restructuring plan is expected to generate pro-forma EBITDA savings of approximately \$2.0m - \$2.5m.
- The Plan includes initiatives to streamline retail and head office costs including a rationalization of the Ben Moss head office and headcount reductions; pro-forma EBITDA savings of up to \$2 million are expected to be realized.
- In connection with the CCAA process management, with the assistance of the Monitor and the Company's CRO, have entered into negotiations with its landlords to renegotiate certain lease terms in order to make its store portfolio more profitable in the current retail environment; savings are expected to reach a minimum of \$1.0m on a pro-forma basis as a result of this initiative.

Pro Forma Forecast

After implementing the restructuring initiatives, Pro-Forma EBITDA for the JSN Group improves to approximately \$17.9 million

- At current run-rate EBITDA, the leverage levels required to refinance Salus were greater than 6.0x.
- On the basis of a successful restructuring and a defensible Plan that generates JSN Group Pro-Forma EBITDA in excess of \$17 million, the target leverage levels under the refinancing are much more achievable at under 4.0x.

Pro Forma EBITDA Summary \$ millions	EBITDA	
	EY 16	Pro Forma
Sales	130.7	131.4
Gross Margin	59.5	60.0
Gross Margin %	46%	46%
Operating Expenses	49.3	42.1
Total Pro Forma EBITDA	10.2	17.9

Pro Forma EBITDA Summary \$ millions	EBITDA	
	EY 16	Pro Forma
Pro Forma EBITDA	10.2	17.9
Estimated Salus Claim		
ABL Facility	50	50
Term Loans	14.3	14.3
Total	64.3	64.3
Implied Leverage Ratio	6.3x	3.6x

- Section Four -

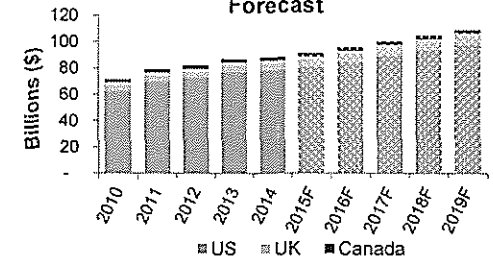
INDUSTRY OVERVIEW

Jewellery & Watch Industry Overview

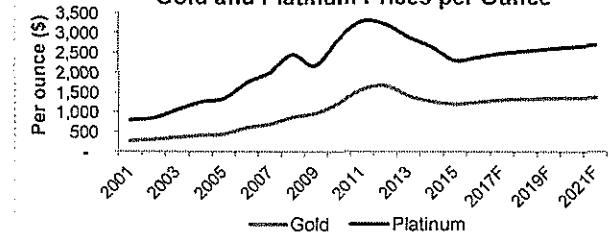
The Jewellery and watch industry is expected to experience continued growth of 7% annually over the next five years, driven by growth in per capita income and gold prices.

- The Jewellery and watch market includes Jewellery made from gold, silver and other precious metals such as platinum, diamonds and other precious stones (e.g. sapphires, emeralds and rubies), pearls and semi-precious stones; global revenues totaled \$290 billion in 2014, representing a compounded annual growth rate ("CAGR") of 6.9% over 5 years.¹
- The performance of the global market is forecast to follow a similar pattern with an anticipated CAGR of 7.0% for the five-year period 2014 – 2019 reaching a value of \$408 billion by the end of 2019.¹
- During this period, the North American and United Kingdom markets are forecast to grow with CAGRs of 4.5% and 3.1%, respectively, reaching values of \$102.2 billion and \$8.9 billion, respectively by 2019.¹
- The retail and wholesale Jewellery industry is positively correlated with per capita disposable income, world price of gold & platinum, USD exchange rates and marriage rates.
- Household disposable income is expected to increase in Canada, as households earning over \$100,000 will increase by 5% on an annual basis.³

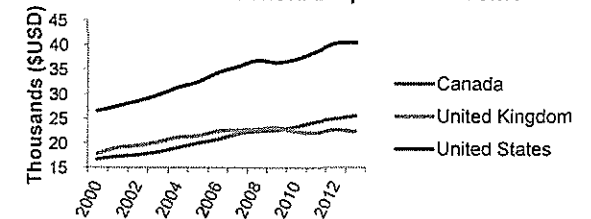
Jewellery & Watch Industry Market Value Forecast



Gold and Platinum Prices per Ounce²



Historical Household Disposable Income⁴



1. MarketLine Industry Profiles
2. World Bank Commodities Pink Sheets
3. IBISWorld Jewellery & Watch Wholesaling in Canada, Jewellery Stores in Canada
4. The Organization for Economic Co-operation and Development (OECD) - Household disposable income (indicator)

Jewellery & Watch Industry Overview



Jewellery is the #1 preferred luxury present by consumers in 6 out of the largest 8 consumer markets



85% of households in North America own at least one diamond



Service quality is considered the #1 criteria in North America when consumers decide which store to buy from

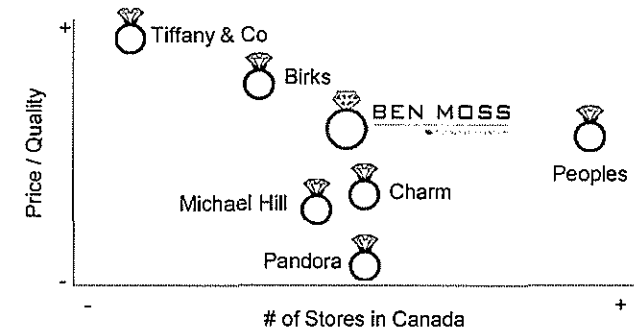
Retail Industry

- 99% of the establishments employ less than 100 people.
- Industry operators compete less on price and more on factors such as brand salience, product quality, designs and strength of their brands.
- Successful brands often hire knowledgeable staff, renowned designers and enter into licensing deals with celebrities to showcase products.
- Since 'fast fashion' has become standard, operators also compete on relatively lower cost items designed and marketed to address prevalent fashion trends of the time.



Source: IBISWorld Jewellery & Watch Wholesaling in Canada, Jewellery Stores in Canada

Ben Moss Competitive Position



Ben Moss



Ben Moss' national footprint provides broad customer reach.



Ben Moss currently has unique access to JSN's innovative designs, exclusive collections of powerful brands and local manufacturing capabilities providing a unique ability to offer custom and special order designs.



Jeanne Beker and other brand ambassadors provide additional visibility to Ben Moss' brands; the very successful Red Carpet Events showcase Ben Moss' most prestigious product lines and provides additional exposure.



Ben Moss features a variety of price points and prides itself on integrity pricing; its current integration with JSN provides an ability to respond to emerging trends by delivering the latest product to stores faster than its competitors.

Canadian Wholesale Landscape

The JSN Group is ideally situated within the Canadian jewellery landscape

- The wholesale industry in Canada is characterized by a significant number of small, independent wholesale operations.
- During challenging economic conditions the smaller wholesale operations are often at greater risk and exposure to fluctuations in commodity prices as recently seen in the global markets.
- Smaller wholesale providers are often viewed as a commodity and easily replaceable with minimal switching costs.
- JSN's scale of operation with sales in Canada, the U.S. and the U.K., provides is with diversification and resilience against local market fluctuations.
- JSN's partnership driven customer strategy, including design and brand creation, provide resilience and stickiness not enjoyed by competitors.
- As further outlined below, JSN is well positioned to address wholesale industry dynamics.

Wholesale Industry

- Low market share concentration with the top four companies accounting for under 5.0% of industry revenue.
- Industry operators usually serve downstream markets in their local areas, with few companies providing national coverage.
- Only 0.5% of the wholesale businesses have between 100 and 500 employees; the majority of the companies (62.3%) employ less than five people.
- Larger wholesalers tend to profit more by integrating the retailing function into their operations.

JSN

- ⇒ JSN's rapid growth and global operations has positioned it as one of the leaders in the Canadian wholesale market.
- ⇒ JSN is unique in that it provides both national and international wholesale distribution to blue chip customers around the world.
- ⇒ JSN's staff have a breadth of experience across numerous categories which provides customers with a complete set of services from design and manufacturing to branding and marketing.
- ⇒ JSN's acquisition of Ben Moss established it as a vertically integrated organization allowing it to capture a larger portion of the value chain and increase overall profitability.



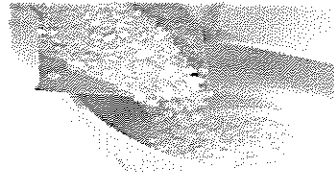
Source: IBISWorld Jewellery & Watch Wholesaling in Canada, Jewellery Stores in Canada

Jewellery Retail Core Competencies

Ben Moss has the platform and strategic initiatives in place to achieve key success factors in the retail jewellery industry

Lean Operating Overhead

- Due to the emergence of successful online jewellery retailers, such as Blue Nile, and the price competitiveness of the industry, retailers must minimize overhead costs in order to achieve above average profits.
- Rent, wages, and marketing make up approximately 27% of the average industry operating expense base, while purchases make up 50%.
- Retailers must manage the level of inventory in each store, ensuring there is enough for the shopping experience, while keeping carrying costs low.



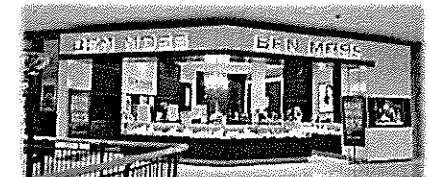
Brand Management

- Establishment of brand names is essential to create a loyal customer base.
- Larger jewellery stores such as Tiffany's and Zaies are able to command higher prices due to their higher brand equity built through years of aggressive marketing.
- Retaining customers is crucial to recurring success as a customer revenue lifecycle can be lengthy and lucrative in the jewellery space.
- Ben Moss is one of the largest, and most recognizable jewellery brands in Canada and its diverse product offering helps ensure customers can be served throughout their jewellery purchasing lifecycle.



Innovative Design/Offerings

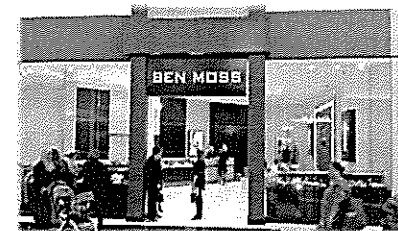
- Since industry operators tend to sell items that are close to perfect substitutes, product differentiation is of utmost importance.
- Building a reputation for having innovative design and product is essential in building brand loyalty.
- Jewellery fashion trends change frequently and staying on the forefront helps distinguish certain brands from the rest of the industry.
- Ben Moss has exclusive access to well-received product lines such as *Canadian Ice* diamonds and have been previously awarded for their innovative productive offerings.



JSN Group's Competitive Advantage

With a vertically integrated operation, the JSN Group is uniquely positioned relative to its competitors; this provides numerous benefits including the ability to...

- ✓ Identify current trends through interactions with end consumers
- ✓ Quickly respond to changing trends and preferences with in-house design and manufacturing
- ✓ Capture incremental gross margin dollars across the value chain
- ✓ Utilize in-house repair capabilities resulting in additional high margin revenue streams
- ✓ Utilize in-house recycle and redesign to improve inventory turnover and maintain margins
- ✓ Offer unparalleled merchandising capabilities to ensure the right product, at the right store, at the right price



- Section Five -

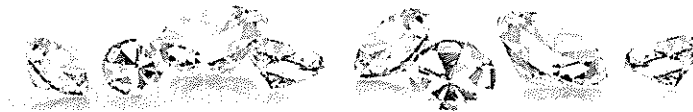
FINANCIAL SUMMARY

Financial Summary

- Net Sales decreased by \$9.9 million (7%) between FY2014 and FY 2016.
- The decline was caused by:
 - Lower Ben Moss sales, largely a result of softness in western Canada due to declining energy prices; and
 - Lower wholesale sales primarily due to timing of orders in the U.K..
- The growth in sales in FY 2017 is largely due to the liquidation process occurring at 11 Ben Moss stores. The liquidation sales also decrease the gross margin %.
- FY 2017 sales and EBITDA is expected to be bolstered by increased demand from the UK and current major customers.
- TTM July 2017 comprises twelve months of the EBITDA impact driven through the restructuring plan including store closures, head office rationalization and renegotiated rents.
- JSN continues to execute its integration strategy by displacing third party supplier product at Ben Moss and replacing it with JSN product. Since the Transaction, gross margins have increased as the JSN Group captures a larger portion of the value chain.
- JSN management has implemented additional initiatives to improve operating synergies and cut costs, primarily at Ben Moss; it is anticipated that these actions will contribute to the improvement in EBITDA in FY2017 and beyond.

Combined Wholesale & Ben Moss					
(\$ millions)	FY 2014	FY 2015	FY 2016	FY 2017	TTM July 2017
Net Sales	140.6	138.7	130.7	138.0	131.4
Gross Profit	57.7	58.7	59.5	59.9	60.0
Operating Expenses	49.6	50.7	49.3	44.2	42.1
Adj. EBITDA	8.1	8.0	10.2	15.7	17.9
Gross Profit %	41%	42%	46%	43%	46%
EBITDA %	6%	6%	8%	11%	14%

¹ Net of intercompany eliminations between the Wholesale and Ben Moss business

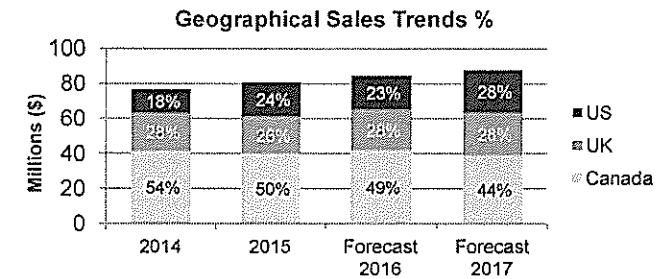


Financial Summary – JSN Wholesale

- Net Sales¹ have increased from FY2014 to the FY 2016 by \$7.5 million (9.8%), due to:
 - Increased sales to Ben Moss by replacing third party vendors; and
 - Growth in the U.S. business.
- Gross margins have improved as higher wholesale sales volumes have increased operating efficiencies within JSN's manufacturing facilities.
- Sales are forecast to decrease by \$0.8 million (1.0%) from the FY 2016 to TTM July 2017 as a result of store closures at Ben Moss and modest sales estimates, to its remaining customer base.
 - U.K. sales are driven by strong sell through and expansion of JSN's Canadian Diamonds category at Goldsmiths, its largest U.K. customer.
 - U.S. sales growth comes from continued strength from existing customers, as well as the addition of JC Penney as a new customer in FY2017².
- The growth in EBITDA over the historical period was driven by increased sales to Ben Moss, while the growth in FY2016 and FY2017 is largely the result of anticipated new sales to third party customers.

JSN Jewellery (Wholesale)					
(\$ millions)	FY2014	FY2015	FY2016	FY2017 (TTM)	Jul 2017
Net Sales	76.5	80.7	84.0	84.1	82.9
Gross Profit	18.2	18.4	23.3	24.7	24.2
Operating Expenses	10.4	11.4	11.7	11.9	12.3
Adj. EBITDA	7.8	7.0	11.6	12.8	11.9
Gross Profit %	24%	23%	28%	29%	29%
EBITDA %	10%	9%	14%	15%	14%

¹ Does not include intercompany profit elimination



JSN Jewellery (Wholesale)					
(\$ millions)	FY2014	FY2015	FY2016	FY2017 (TTM)	Jul 2017
Third Party	53.7	53.3	51.9	59.6	57.8
Ben Moss	22.8	27.4	32.1	24.5	25.1



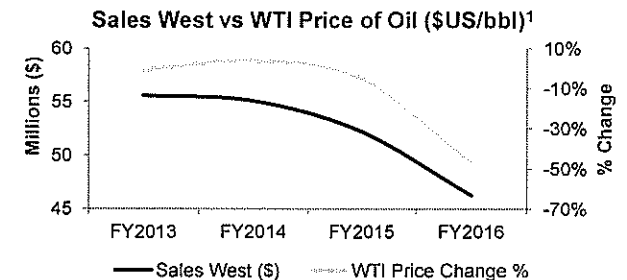
1. Includes sales to Ben Moss, including associated intercompany profit which is otherwise eliminated in the combined results.
2. JSN was recently approved as an authorized vendor for JC Penney in the U.S. to sell its line of Canadian diamonds with rollouts beginning to 50 'test stores' in the spring, as well as a full online launch of its family collection, Always and Forever.

Financial Summary - Retail

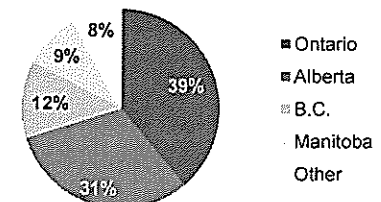
- Net Sales decreased \$9.1 million (5% annually) from FY2014 to FY2016 due to a weakening retail environment, devaluation of the Canadian dollar and suboptimal merchandise mix.
- Recent results have been adversely affected by the macro-economic conditions in western Canada.
- As illustrated to the right, Ben Moss' sales trends in its western provinces closely mirror the decrease in oil prices from 2013 to 2016.
- Additional inventory investment is anticipated to correct the current issues being faced in merchandising mix and is expected to drive improved sales performance.
- EBITDA has decreased from \$4.0 million in FY2014 to a loss of \$(0.4) million in fiscal 2016 as a result of decreased sales.
- Gross profit margins of 47%-48% remain consistent with the industry average.
- Significant cost savings are anticipated as the company streamlines its cost base.
- Notwithstanding the challenges being faced by the Ben Moss business, management remains confident that the changes being implemented are sound and that the business remains strong and poised for a turnaround.

Ben Moss					
(in \$MM)	2014	2015	2016	2017*	TTM (Q1-2017)
Revenue	87.9	85.5	78.8	79.0	73.0
Cost of Sales	44.3	43.7	41.5	43.7	38.1
Gross Profit	43.6	41.8	37.3	35.3	34.9
Gross Profit %	49.6%	48.9%	47.3%	44.7%	47.8%
Store Operating Profit	12.7	9.4	5.4	7.2	9.2
Operating Expenses	8.7	7.4	5.8	4.3	3.9
EBITDA	4.0	2.0	(0.4)	2.9	5.3
EBITDA %	4.6%	2.3%	-0.5%	3.7%	7.3%

* Includes 11 store closures & Pro Forma Restructuring Adjustments



Ben Moss Revenue by Geography²



1. For comparison purposes Ben Moss' fiscal years (ending March 31) are compared to average oil prices on a calendar year (i.e. fiscal 2016 is compared to calendar year 2015).
2. Based on TTM December 2015

Working Capital

Accounts Receivable

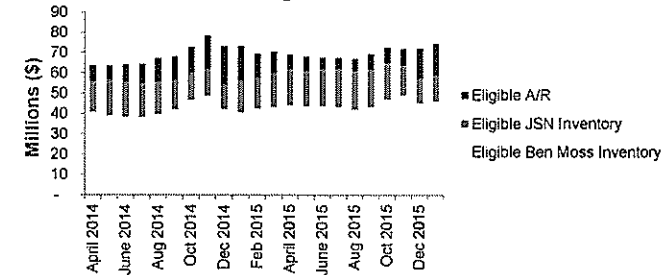
- The majority of the Company's accounts receivable are from the wholesale business as Ben Moss' customers pay with cash or credit card.
- The Company's collection risk is relatively minimal with a very low level of bad debts historically. Typical wholesale payment terms are net 30-90 days, with days' sales outstanding averaging approximately 50 days.
- Approximately 48% of receivables were less than 30 days at December 31, 2015.

Inventory

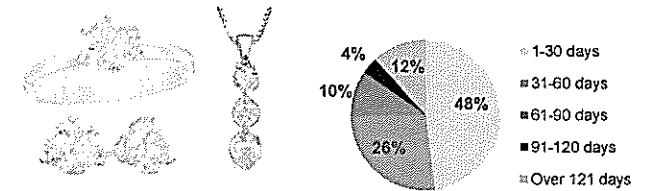
- As of December 31, 2015, JSN and Ben Moss had a combined \$57.3 million of eligible inventory included in its borrowing base.
- The majority of JSN's marginable inventory is finished product located within the Company's Ben Moss retail locations but it also consists of loose diamonds and finished product held at the JSN Canada head office and inventory held at the JSN London office.
- Recent inventory appraisals provide for higher than industry average NOLV's as a result of quality product, access to retail channels through Ben Moss and a strong brand.



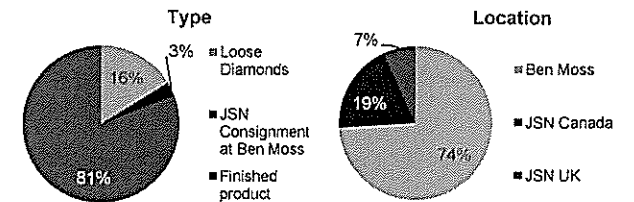
Marginable Assets



AR Aging – Dec 31, 2015



Marginable Inventory Dec 31, 2015



Working Capital – JSN Wholesale

Accounts Receivable

- As at December 31, 2015, JSN's eligible accounts receivable balance was approximately \$15.0. As shown on the right, AR balances begin to build in November as retailers stock up for the holiday season.
- The Company's collection risk is minimal, highlighted by bad debt expense historically being around 0.01% of sales.

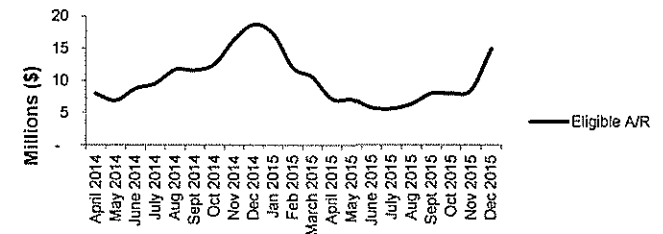
Inventory

- Inventory balances stay fairly constant throughout the year and decrease in November as customers make purchases in advance of the holiday shopping season.
- The majority of the eligible wholesale inventory consists of loose diamonds (86%), and rings and solitaire jewellery (10%).

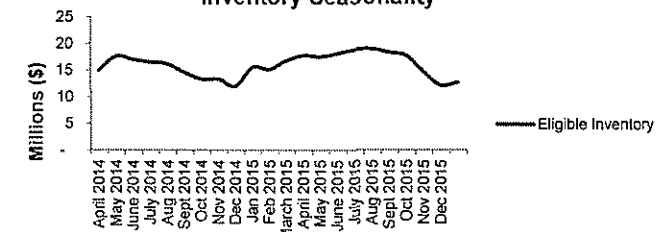
Accounts Payable

- The majority of JSN's payables relate to suppliers of raw materials, as well as accruals for operating expenses.
- In the current fiscal year, JSN was able to negotiate a credit line with one of its major gold suppliers.

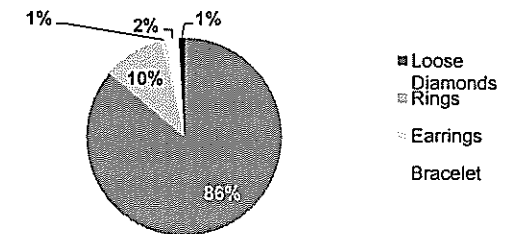
Eligible Accounts Receivable Seasonality



Inventory Seasonality



Wholesale Inventory Type – Dec 31, 2015



Working Capital – Ben Moss

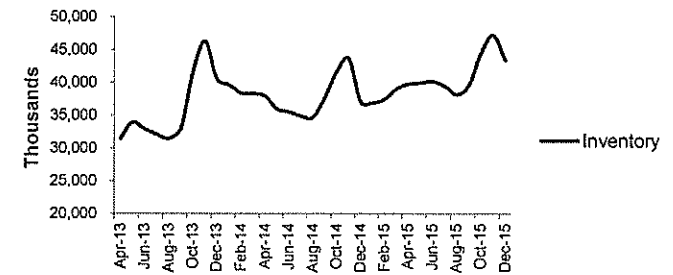
Accounts Receivable

- Ben Moss' customers pay cash or credit card resulting in minimal accounts receivable.

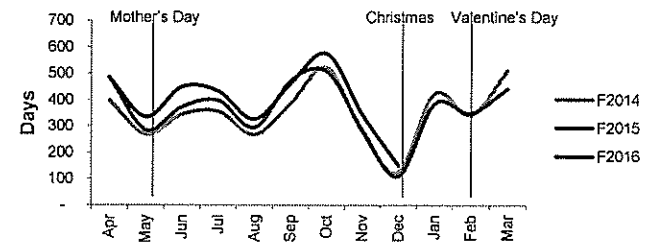
Inventory

- As of April 30, 2016 the marginable inventory held at Ben Moss locations had a cost value of approximately \$41 million.
- Ben Moss' inventory consists mostly of finished goods (95%) with some consignment inventory (4%) and loose diamonds (1%).
- Average inventory held at each retail location is approximately \$500,000 at cost.
- Average days in inventory is highest in October and March and the lowest in November and December reflecting the holiday shopping seasons.

Ben Moss – Monthly Inventory



Days In Inventory



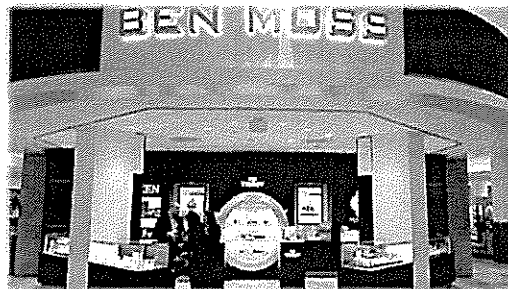
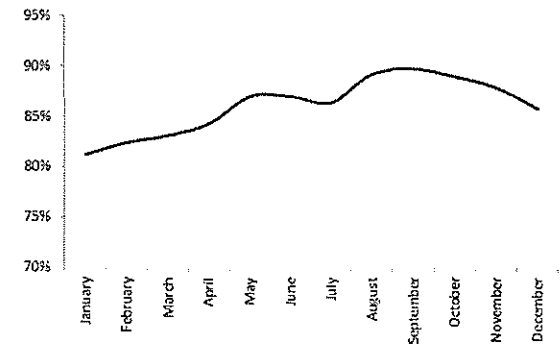
Inventory

Ben Moss continues to receive high NOLVs from appraisals resulting from the high quality of its products and favorable retail sales channels

Inventory Appraisal

- The most recent inventory appraisal report was conducted by a large reputable appraisal firm and was performed on the July 25, 2015 inventory balance.
- The NOLV's range depending on the time of year and where the inventory is held.
- Ben Moss NOLV's range from 73% of cost (April) to 87% of cost (September).
- It was noted that the NOLV's received higher rates than the industry average due to the direct supply chain access of Ben Moss and the appraisers' confidence in Ben Moss management and staff.

Average NOLV's by Month



Inventory Turnover

	Average Inventory	Cost of Goods Sold	Turnover	Days Sales Outstanding
FY 2014	36,646	43,442	1.2	308
FY 2015	37,737	43,582	1.2	316
FY 2016	41,884	41,841	1.0	365
FY 2017*	40,584	43,219	1.1	343

* Forecast

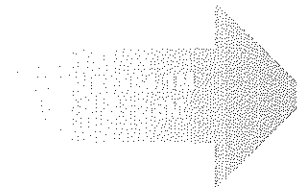
- Section Six -

FORECAST

Forecast Summary – JSN Wholesale

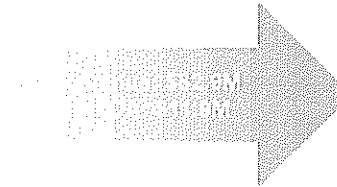
The forecast is driven from maintaining good customer relations, an uptick in overall industry revenue, and managing JSN's cost base

FY 2017



- ✓ Stable & predictable revenue streams
- ✓ Cost cutting initiatives in effect
- ✓ Strong industry Indicators

TTM July 2017

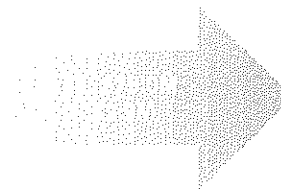


- ✓ Decrease in sales & EBITDA due to Ben Moss
- ✓ Modest revenue growth from major customers
- ✓ Return to historical margins

Forecast Summary – Ben Moss

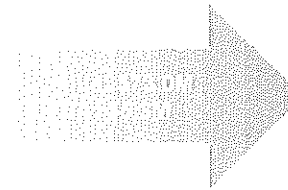
The forecast is derived from the initiatives in the Plan with conservative revenue projections and margins

FY 2017



- ✓ 3 months of liquidation process & 11 store closures
- ✓ CCAA period projected from May-July
- ✓ Restructuring Plan in effect

TTM July 2017



- ✓ New run rate cost base in place
- ✓ Modest revenue projection for go-forward stores
- ✓ Return to historical same store sales growth

Restructuring Plan Summary (\$ millions CA\$)	Pro Forma EBITDA	
	Low	High
Store Closures	2.0	2.5
Cost initiatives	1.5	2.0
Landlord Concessions	1.0	2.0
Total Pro Forma EBITDA Increase	4.5	6.5

- Section Six -

APPENDIX

Marginable Assets Overview

As illustrated below, marginable assets average approximately \$59 million with reasonable spikes in October and November to reflect inventory build before the holiday shopping season.

Ben Moss Marginable Assets																
		2017												2018		
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	
Eligible Accounts Receivable		8,432	9,615	10,200	9,752	10,107	12,006	14,371	15,495	16,531	13,773	11,200	10,053	7,366	8,241	8,270
Total Available Accounts Receivable	90%	7,589	8,653	9,180	8,777	9,097	10,805	12,934	13,946	14,878	12,395	10,080	9,048	6,629	7,417	7,443
Eligible Inventory - Ben Moss		43,203	41,912	41,920	41,074	42,237	43,615	47,288	47,727	42,201	41,806	40,846	40,174	39,664	40,176	40,938
Monthly NOLV		73.7%	74.9%	74.8%	74.5%	81.7%	87.3%	87.2%	85.6%	83.3%	80.9%	76.5%	75.2%	73.7%	74.9%	74.8%
NOLV		31,841	31,392	31,356	30,600	34,507	38,076	41,236	40,854	35,154	33,821	31,247	30,211	29,233	30,092	30,622
Available Inventory - Ben Moss	95%	30,249	29,822	29,789	29,070	32,782	36,172	39,174	38,811	33,396	32,130	29,685	28,700	27,771	28,587	29,091
Eligible Inventory - JSN (Can. + US)		14,095	14,095	14,095	14,095	14,095	14,095	14,095	14,095	14,095	14,095	14,095	14,095	14,095	14,095	14,095
Monthly NOLV		108.1%	109.7%	109.6%	109.2%	106.3%	125.4%	126.9%	123.9%	121.1%	119.9%	106.1%	106.9%	108.1%	109.7%	109.6%
NOLV		15,237	15,462	15,448	15,392	14,983	17,675	17,886	17,464	17,069	16,900	14,955	15,067	15,237	15,462	15,448
Available Inventory - JSN (Can + US)	95%	14,475	14,689	14,676	14,622	14,234	16,791	16,992	16,590	16,215	16,055	14,207	14,314	14,475	14,689	14,676
Eligible Inventory - JSN (UK)		273	273	273	273	273	273	273	273	273	273	273	273	273	273	273
Monthly NOLV		102.7%	104.3%	104.1%	103.7%	106.7%	113.0%	112.6%	110.4%	107.3%	104.2%	98.8%	97.7%	102.7%	104.3%	104.1%
NOLV		280	284	284	283	291	308	307	301	293	284	269	266	280	284	284
Available Inventory - JSN (UK)	95%	266	270	270	269	276	293	292	286	278	270	256	253	266	270	270
Total Available Assets		52,579	53,435	53,914	52,737	56,389	64,061	69,392	69,633	64,767	60,850	54,228	52,315	49,141	50,964	51,479



Source: Weekly borrowing base calculations.

APPENDIX "J"

UNIQUE DESIGNS, INC.

as Purchaser

and

RICHTER ADVISORY GROUP INC. in its capacity as Court-appointed Receiver of J.S.N.
JEWELLERY INC., J.S.N. JEWELLERY UK LIMITED, GMJ CORP. and ALWAYS &
FOREVER FAMILY COLLECTION INC.

as Vendor

OFFER TO PURCHASE

August 1, 2016

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OFFER TO PURCHASE

This irrevocable and binding offer to purchase is made as of August 1, 2016 by Unique Designs, Inc. (the "Purchaser") to J.S.N. Jewellery Inc. ("JSN"), J.S.N. Jewellery UK Limited ("JSN UK"), GMJ Corp. ("GMJ") and Always & Forever Family Collection Incorporated ("AFFC" and, together with JSN, JSN UK and GMJ, the "Vendors" and, each, a "Vendor").

RECITALS:

- (a) The Vendors wish to sell substantially all of the assets used in the Business (as defined below) and to assign certain liabilities and the Purchaser has agreed to purchase such assets and assume such liabilities upon the terms and conditions contained in this Agreement.
- (b) The Vendors anticipate that Salus Capital Partners, LLC, in its capacity administrative and collateral agent under the Vendors' credit facilities ("Salus"), will make an application to the Ontario Superior Court of Justice (Commercial List) (the "Court") for the appointment of Richter Advisory Group Inc. ("Richter") as receiver of, among others, the Vendors (the "Receiver") in order to, among other things, complete the transaction of purchase and sale contemplated by this Agreement (the "Transaction").
- (c) Upon the issuance of the Receivership Order and the Approval and Vesting Order (as such terms are defined below), it is intended that the Receiver will, pursuant to the Approval and Vesting Order, execute this Agreement on behalf of the Vendors and complete the Transaction.

consideration of the above and for other good and valuable consideration, the parties agree as follows.

ARTICLE 1 INTERPRETATION

Section 1.1 Definitions.

As used in this Agreement, the following terms have the following meanings:

"Agreement" means this irrevocable and binding offer to purchase, including all schedules annexed hereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

"Approval and Vesting Order" means an approval and vesting order of the Court approving this Agreement and the Transaction, in a form acceptable to the Receiver and the Purchaser, authorizing and directing the Receiver to execute this Agreement and carry out the terms hereof and to complete the Transaction for and on behalf of the Vendors, and vesting in and to the Purchaser the Purchased Assets free and clear

of and from any and all Encumbrances and waiving compliance with the applicable provisions of the *Bulk Sales Act* (Ontario).

"Assigned Contracts/Memos" means all contracts, memos and arrangements relating to the Customers, but excluding any contract specifically excluded in writing by the Purchaser prior to Closing.

"BIA" means the *Bankruptcy and Insolvency Act* (Canada).

"Business" means the businesses operated by the Vendors, which consists of the wholesale importation and manufacturing of jewellery.

"Business Day" means any day of the year, other than a Saturday, Sunday or any day on which Canadian chartered banks are closed for business in Toronto, Ontario or commercial bank are authorized or required by law to close in New York City, New York State.

"Closing Date" means the date that is one (1) Business Day after the date the Approval and Vesting Order is obtained or such other date as may be agreed to by the parties in writing.

"Cost Value" of any Consignment Inventory or Finished Goods means the direct costs to the Vendors of such Consignment Inventory or Finished Goods, as reflected in the financial records of the Vendors in the Ordinary Course, plus (if not so reflected), any import costs including freight, import Taxes and brokerage fees.

"Court Order" means an order of the Court.

"Customers" mean those customers of the Vendors listed on Schedule "A" hereto.

"Encumbrances" means any mortgage, charge, pledge, hypothec, security interest, assignment, lien (statutory or otherwise), easement, license, right of first refusal or first offer, title retention agreement or arrangement, conditional sale, deemed or statutory trust, restrictive covenant, execution, levies, or other financial or monetary claims or encumbrances of any nature (whether at law or equity), and any contract, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing.

"Governmental Entity" means: (i) any governmental or public department, central bank, court, minister, governor-in-council, cabinet, commission, tribunal, board, bureau, agency, commissioner or instrumentality, whether international, multinational, national, federal, provincial, state, county, municipal, local, or other; (ii) any subdivision or authority of any of the above; and (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

"Intellectual Property" means domestic and foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and

continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) mask works, mask work registrations and applications for mask work registrations; (v) designs, design registrations, design registration applications, sketches, trade dress, waxes, molds, models, samples, routers, bills of materials and integrated circuit topographies; (vi) trade names, business names, corporate names, Data Universal Numbering System numbers, vendor numbers, SKU numbers, domain names, website names and URLs, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, service marks and the goodwill associated with any of the foregoing; (vii) information with respect to transactions between the Vendors and Customers other than as required for the ongoing collection by the Vendors or the Receiver of existing accounts receivable from such Customers; and (viii) any other intellectual property and industrial property.

"Laws" means any principle of common or civil law and all applicable: (i) laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations and by-laws; (ii) judgments, orders, writs, injunctions, decisions, awards and directives of any Governmental Entity; and (iii) to the extent that they are treated as binding by the Governmental Entity, have the force of law, policies, guidelines, notices and protocols of any Governmental Entity.

"Ordinary Course" means, with respect to the Vendors, an action consistent with the past practices of the Vendors prior to the date of the Receivership Order and taken in the ordinary course of the normal day-to-day business and operations of the Vendors, provided that such action is in compliance, in all material respects, with applicable Laws (provided it is acknowledged by the Purchaser that the Vendors will not be purchasing inventory following execution of this Agreement).

"Person" includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status.

"Receivership Order" means the Court Order anticipated to be made upon application of Salus under subsection 243(1) of the BIA and section 101 of the *Courts of Justice Act*, for the appointment of Richter as receiver of all of the assets, undertakings and properties of the Vendors, 2373138 Ontario Inc. and P.M.R. Inc.

"Tax" means: (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth,

environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employee health, payroll, workers' compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in clause (i) above or this clause (ii); (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iv) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party.

"Termination Date" means August 15, 2016.

"Time of Closing" means 10:00 a.m. (Toronto time) on the Closing Date.

Section 1.2 Other Defined Terms.

In addition to the defined terms in Section 1.1, each of the following capitalized terms shall have the meaning ascribed thereto in the corresponding Section:

TERM	REFERENCE
"AFFC"	Appearances
"Amended Bill of Sale"	Section 9.4(a)
"Assumed Liabilities"	Section 3.1
"Ben Moss"	Section 2.2
"BIA"	Recitals
"Bill of Sale"	Section 9.2(c)
"Closing"	Section 9.1
"Consent Required Contract"	Section 2.3
"Consignment Inventory"	Section 2.1(a)
"Consignment Inventory Reconciliation"	Section 4.3
"Consignment Inventory Schedule"	Section 4.3
"Court"	Recitals
"Customer Transaction Records"	Section 2.1(e)
"Employees"	Section 3.2(2)(b)
"Escrow Amounts"	Section 4.2(b)(iii)
"Escrow Termination Date"	Section 4.2(b)(i)
"ETA"	Section 5.1
"Excluded Assets"	Section 2.2
"Finished Goods"	Section 2.1(c)
"GMJ"	Appearances
"IP Assignment Agreements"	Section 8.2(4)

TERM	REFERENCE
"JSN"	Appearances
"JSN UK"	Appearances
"Letter of Intent"	Section 4.1(1)
"Notice"	Section 11.1
"Open Orders"	Section 2.1(d)
"Purchase Assets"	Section 2.1
"Purchase Price"	Section 4.1
"Purchaser"	Appearances
"Receiver"	Recitals
"Receiver's Certificate"	Section 9.1(3)
"Receivership Order"	Recitals
"Richter"	Recitals
"Salus"	Recitals
"Transaction"	Recitals
"Transfer Taxes"	Section 5.2
"Vendors" and "Vendor"	Appearances

Section 1.3 Date for Any Action.

If the date on which any action is required to be taken hereunder by a party is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

Section 1.4 Gender and Number.

Any reference in this Agreement to gender includes all genders. Words importing the singular number only shall include the plural and vice versa.

Section 1.5 Headings, etc.

The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect its interpretation.

Section 1.6 Currency.

All references in this Agreement to dollars or to \$ are expressed in currency of the United States of America unless otherwise specifically indicated.

Section 1.7 Certain Phrases, etc.

In this Agreement (i) the words "including", "includes" and "include" mean "including (or includes or include) without limitation", and (ii) the phrase "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of". Unless otherwise specified, the words "Article" and

"Section" followed by a number mean and refer to the specified Article or Section of this Agreement.

Section 1.8 Schedules.

The following Schedules attached to this Agreement form an integral part of this Agreement for all purposes of it.

Schedule	Customers
"Section 1.1"	
Schedule	Intellectual Property
"Section 2.1(b)"	
Schedule	Consignment Inventory Schedule
"Section 4.3" Error! Reference source not found.Error! Reference source not found.Error! Reference source not found.	

ARTICLE 2
PURCHASED ASSETS

Section 2.1 Purchased Assets.

Subject to the terms and conditions of this Agreement, the Receiver agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from the Receiver, on the Closing Date, effective as of the Time of Closing, or such later time as is contemplated by this Agreement, the following assets relating to or used in connection with the operation of the Business (collectively, the "Purchased Assets"), all free and clear of all Encumbrances:

- (a) subject to Section 2.2 of this Agreement, all of the Vendors' reconciled and verified inventory which is, as at the Closing Date, on consignment with the Customers (the "Consignment Inventory");
- (b) subject to Section 2.2 of this Agreement, all of the Intellectual Property owned by the Companies including, without limitation, that Intellectual Property detailed on Schedule "Section 2.1(b)" to this Agreement;
- (c) all finished goods on hand or with Customers relating to Open Orders, and certain finished goods on hand not relating to Open Orders that are identified by the Purchaser, in its sole discretion, prior to Closing (collectively, the "Finished Goods");
- (d) all open customer orders, including memo orders, and any corresponding open orders with vendors for goods required to fill such customer orders (the "Open Orders");

- (e) subject to Section 2.2 of this Agreement, all documents and records with respect to transactions between the Vendors and Customers ("Customer Transaction Records"); and
- (f) the Assigned Contracts/Memos except to the extent rights thereunder are required to collect on or enforce accounts receivable that are Excluded Assets.

Section 2.2 Excluded Assets.

The Purchased Assets shall not include any of the following (collectively, the "Excluded Assets"):

- (a) any assets not expressly enumerated in Section 2.1 including, without limitation, cash, cash equivalents, accounts receivable, deposits, loose diamonds on hand and, subject to Section 2.1(c), any and all goods not relating to Open Orders;
- (b) any inventory held by the Companies' affiliate, Ben Moss Jewellers Western Canada Ltd. ("Ben Moss") on consignment or memo from the Vendors (which, in such circumstances, shall not form part of the Consignment Inventory);
- (c) any contracts or agreements that are not Assigned Contracts/Memos; and
- (d) any customer lists, books and records, telephone numbers or information technology system required for ongoing monitoring and evaluation, collection of accounts receivable and/or the marketing and sale of other Excluded Assets, whether by the Vendors, by the Receiver or by Salus, including, without limitation, any Customer Transaction Records that are so required.

Section 2.3 Consent Required Contracts

In the event that there are any Assigned Contracts/Memos which are not assignable in whole or in part without the consent, approval or waiver of another party or parties to them (each a "Consent Required Contract"):

- (a) if any such consents, approvals or waivers therefor have not yet been obtained as of the Closing Date, then nothing in this Agreement will be construed as an assignment of any such Consent Required Contract and the Purchaser shall have no liability or obligation whatsoever in respect of any such Consent Required Contract;
- (b) until Closing, the Vendors and, upon its appointment, the Receiver shall use commercially reasonable efforts to obtain any such consent, approval or waiver and the Purchaser shall provide its reasonable cooperation to assist the Vendors and Receiver in obtaining any such consent, approval or waiver; and

- (c) once the consent, approval or waiver to the assignment of a Consent Required Contract is obtained such Consent Required Contract shall be deemed to be assigned to the Purchaser on Closing.

**ARTICLE 3
ASSUMED LIABILITIES**

Section 3.1 Assumed Liabilities.

Subject to the Closing, and except for the Excluded Liabilities, the Purchaser agrees to assume, as of the Time of Closing or such other later time as is stipulated below, all of the Vendors' obligations and liabilities (and no other obligations or liabilities) relating to (collectively, the "Assumed Liabilities");

- (a) the Assigned Contracts/Memos arising and accruing in respect of the period after the Time of Closing and not related to any default existing at, prior to or as a consequence of Closing; and
- (b) any other liability which the Purchaser agrees in writing to assume on or before the Closing Date.

Section 3.2 Excluded Liabilities.

- (1) Other than the Assumed Liabilities, the Purchaser shall not assume and shall have no obligation to discharge, perform or fulfill any liability or obligation of the Vendors or in connection with the Purchased Assets, whether known, unknown, direct, indirect, absolute, contingent or otherwise.
- (2) Without limiting the generality of Section 3.2(1), the Purchaser shall not assume and shall not have:
 - (a) any obligation in respect of any of the Excluded Assets including, without limitation, any contract to which an Vendor is a party that is not an Assigned Contract/Memo;
 - (b) any obligations or liabilities in respect of any current or former employees of the Vendors (the "Employees"); or
 - (c) except as expressly provided herein, any liabilities, obligations or assessments of the Vendors for Taxes other than Transfer Taxes payable by the Purchaser pursuant to Section 5.2.

**ARTICLE 4
PURCHASE PRICE**

Section 4.1 Purchase Price and Deposit.

- (1) The Receiver hereby acknowledges receipt from the Purchaser of a deposit (the "Deposit") of [REDACTED] paid to Richter, in trust, on June 18, 2016 pursuant to the

terms of a Letter of Intent concerning the Transaction dated July 16, 2016 between the Purchaser, JSN and Salus (the "Letter of Intent"), which Deposit is and shall continue to be held in a non-interest-bearing account. The Deposit will be applied on Closing in satisfaction of an equivalent amount of the Purchase Price. If the Closing does not occur by the Termination Date due to either a breach by the Vendors or the Receiver or the failure of the Court to issue the Approval and Vesting Order, the full amount of the Deposit together with all accrued interest accrued thereon shall be immediately returned to the Purchaser. In the event that this Agreement is accepted by the Receiver and the Closing does not occur as a result of a breach by the Purchaser, the Deposit will be able to be retained as liquidated damages and used by the Receiver in accordance with a Court Order. Such liquidated damages shall be the Receiver's sole and exclusive remedy for any such breach by the Purchaser of its representations, warranties or covenants under this Agreement.

- (2) The consideration payable by the Purchaser to the Receiver for the Purchased Assets is the sum of the following (the "Purchase Price"), exclusive of Transfer Taxes:
- (a) ██████ of the Cost Value of the Consignment Inventory, reconciled in accordance with Section 4.3 of this Agreement; plus
 - (b) ██████ in respect of the Intellectual Property; plus
 - (c) ██████ of the Cost Value of the Finished Goods, as counted in accordance with Section 8.1(1) of this Agreement.

In addition, the Purchaser will assume the Assumed Liabilities.

- (3) In the case of any dispute over the Cost Value of either any Consignment Inventory or any Finished Goods, the dispute will be referred for determination by a senior audit partner at the Toronto office of PricewaterhouseCoopers Inc. chosen by the managing partner of such office (the "Independent Auditor"). The parties will instruct the Independent Auditor to consider only those items and amounts as to which the parties have not resolved their disagreement and to conduct such hearings as it considers necessary to resolve the disagreement between the parties. The Receiver will furnish, or cause to be furnished, to such Independent Auditor such documents and information related to the items and amounts in dispute as the arbitrator may request and as are available. The costs of the Independent Auditor will be borne by the party losing the majority of the amount at issue.

Section 4.2 Payment of Purchase Price.

The Purchase Price shall be satisfied by the Purchaser as follows:

- (a) the Deposit shall be applied on Closing in partial satisfaction of the Purchase Price;

- (b) the balance of the Purchase Price (net of the Deposit) shall be paid within two (2) Business Days following completion of the Consignment Inventory Reconciliation pursuant to Section 4.3, by wire transfer of immediately available funds as follows:
- (i) [REDACTED] into escrow with the Receiver, to be held until the date that is three (3) months after Closing Date (the "Escrow Termination Date"), to be applied to the Purchaser's professional legal costs in defending any legal action based on claims to copyrights forming part of the Intellectual Property sold under this Agreement, where such action is commenced by Joseph Shilon or any of the Vendors' affiliates controlled by Joseph Shilon (including Utopia Jewellery Co., Utopia Diamond Inc. and Global Diamonds (G.D.) Limited);
 - (ii) [REDACTED] into escrow with the Receiver, to be held until the Escrow Termination Date, to be applied to the Purchaser's losses (including any professional legal costs) relating to any legal action brought by an unsecured trade creditor of either JSN UK or GMJ, attacking the Transaction as a bulk sale, settlement, transfer at undervalue, fraudulent conveyance or other similar reviewable transaction; and
 - (iii) the balance of the Purchase Price, net of the Deposit and the amounts described in Section 4.2(b)(i) and Section 4.2(b)(ii) above (collectively, the "Escrow Amounts") to the Receiver, upon delivery to the Purchaser by the Receiver of the Amended Bill of Sale if required pursuant to Section 9.4(a) hereof; and
- (c) any portion of the Escrow Amounts remaining in escrow with the Receiver on the Escrow Termination Date that is not subject to a claim having been made by the Purchaser shall be paid over to the receivership estate upon prior written consent of the Purchaser, such consent not to be unreasonably withheld.

In fulfilling its role as agent of the Escrow Amounts, the Receiver shall have all the rights and protections that shall be accorded to it under the Receivership Order. The Receiver shall be permitted to seek the advice and direction of the Court in the case of any dispute over the release of the Escrow Amounts.

Section 4.3 Consignment Inventory Reconciliation. The Purchaser and the Receiver shall make best efforts to reconcile and verify the schedule of Consignment Inventory provided by the Vendors to the Purchaser on July 18, 2016 in accordance with the Letter of Intent (the "Consignment Inventory Schedule") and attached to this Agreement as Schedule "Section 4.3" with the Customers by no later than September 13, 2016 (the "Consignment Inventory Reconciliation"). If the Purchaser gives written notice to the Receiver that it disputes the Consignment Inventory Schedule, on or before September 13, 2016, and the parties cannot reach agreement within five (5) Business Days after such notice of dispute is given, the dispute will be referred for determination the Court (in the Vendors' receivership proceedings). If the Purchaser does not give such notice of dispute on or before

September 13, 2016, the Consignment Inventory Schedule will be final and binding on all parties, it being understood that failure to obtain the cooperation of any Customer to the reconciliation of any Consignment Inventory with such Customer is a legitimate basis for the Purchaser to provide a notice of dispute in respect of such Consignment Inventory.

Section 4.4 Allocation of Purchase Price. The Receiver agrees that the Purchase Price shall be allocated in accordance with an allocation to be delivered by the Purchaser to the Receiver, acting reasonably, no later than the date specified in Section 4.2(b). The Receiver shall not make any filing or registration of any allocation of such amount among the Purchased Assets, whether in a Tax return, financial statement or otherwise, unless such allocation has been approved in advance in writing by the Purchaser.

ARTICLE 5 TAX MATTERS

Section 5.1 ETA Election.

The Purchaser and the Receiver shall jointly elect under subsection 167(1) of the *Excise Tax Act* (Canada) (the "ETA"), if available, in the form prescribed for the purposes of such provision, in respect of the sale and transfer of the Purchased Assets and the Purchaser shall file such elections with the applicable tax authorities within the time and in the manner required by the applicable Law.

Section 5.2 Transfer Taxes.

Subject to any available election or exemption contemplated by Section 5.1, the Purchaser shall be liable for and shall pay all federal and provincial sales taxes and all other similar Taxes or other like charges of any jurisdiction ("Transfer Taxes") (for greater certainty, excluding all income or capital taxes of the Vendors) properly payable by the Purchaser in connection with the transfer of the Purchased Assets by the Receiver to the Purchaser.

Section 5.3 Indemnity for Transfer Taxes.

The Purchaser shall indemnify and hold the Receiver harmless from and against any taxes payable under the ETA or any other applicable Law and in any case any penalty or interest in respect thereof which may be payable by or assessed against the Receiver as a result of or in connection with the Receivers' failure to collect and remit the applicable taxes payable under the ETA or other applicable Law on the sale of the Purchased Assets to the Purchaser, including any Transfer Taxes assessed as a result of any failure or refusal by the responsible tax authority to accept any election made under Section 5.1 or on the basis that such election was inapplicable, invalid or not properly made.

**ARTICLE 6
REPRESENTATIONS AND WARRANTIES**

Section 6.1 Receiver's Representations and Warranties.

The Receiver represents and warrants as follows to the Purchaser at the date of this Agreement and at the Closing Date and acknowledge and confirm that the Purchaser is relying upon such representations and warranties in connection with the purchase of the Purchased Assets and the assumption of the Assumed Liabilities:

- (1) **Receivership Order.** To the knowledge of the Receiver, the Receivership Order has not been stayed, varied, set aside or appealed as of the time that the Receiver executed this Agreement, and no motion seeking any relief from the Receivership Order has been served on the Receiver as of the time that the Receiver executed this Agreement.
- (2) **Execution and Binding Obligation.** The Receiver has, pursuant to the Receivership Order and subject to the Approval and Vesting Order, good and sufficient power, authority and right to enter into and deliver this Agreement and to complete the Transaction. This Agreement is enforceable against the Receiver in accordance with its terms. This Agreement has been duly executed and delivered by the Receiver and constitutes a legal, valid and binding agreement of the Receiver enforceable against it in accordance with its terms subject only to the Approval and Vesting Order and any limitation under applicable Laws.
- (3) **Registration.** JSN and AFFC are registrants under Part IX of the ETA and their registration numbers are 13716 4018 RT0001 and 85981 7678 RT0001, respectively.

Section 6.2 Purchaser's Representations and Warranties.

The Purchaser represents and warrants as follows to the Receiver as at the date of this Agreement and at the Closing Date and acknowledges and confirms that the Receiver is relying on such representations and warranties in connection with the sale by the Receiver of the Purchased Assets:

- (1) **Incorporation and Qualification.** The Purchaser is a corporation duly incorporated and existing under the laws of the State of New York. The Purchaser has the power to enter into and perform its obligations under this Agreement.
- (2) **Corporate Authority.** The execution and delivery of and performance by the Purchaser of this Agreement and the consummation of the transactions contemplated by it have been authorized by all necessary corporate action on the part of the Purchaser.
- (3) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of the Purchaser enforceable against it in accordance with its terms subject only to the Approval and Vesting Order and any limitation under applicable Laws relating to

- (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other similar laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (4) **Investment Canada Act.** The Purchaser is a "WTO investor" within the meaning of the *Investment Canada Act*.
- (5) **Registration.** The Purchaser is, or prior to Closing will be, registered under Part IX of the ETA for purposes of any election to be made pursuant to Section 5.1.
- (6) **Brokers and Finders.** There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of the Purchaser.

Section 6.3 Survival.

The representations and warranties contained in this Agreement survive the Closing and continue in full force and effect for a period of one year.

Section 6.4 No Other Representations or Warranties of the Receiver; "As Is, Where Is".

- (1) The representations and warranties given by the Receiver in this Article 6 are the sole and exclusive representations and warranties of the Receiver in connection with this Agreement and the transactions contemplated by it. Except for the representations and warranties given by the Receiver in this Article 6, the Purchaser did not rely upon any statements, representations, promises, warranties, conditions or guarantees whatsoever, whether express or implied (by operation of law or otherwise), oral or written, legal, equitable, conventional, collateral or otherwise, regarding the assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith.
- (2) The Purchaser hereby acknowledges and agrees as follows:
- (a) Except as expressly provided herein, the Purchased Assets are being purchased on an "as is, where is" basis; and
- (b) Except as expressly set forth in this Agreement, the Receiver makes no representations, or warranties in favour of the Purchaser concerning the Purchased Assets, which the Purchaser acknowledges are being acquired on an "as is, where is" basis, whether express or implied, statutory or collateral, arising by operation of Laws or otherwise, including express or implied warranties of merchantability, fitness for a particular purpose, title, description, quantity, condition or quality, and that any and all conditions and warranties expressed or implied by the *Sale of Goods Act* (Ontario) or

other Laws do not apply to the Transaction and are hereby waived by the Purchaser.

- (c) Any materials provided to the Purchaser by the Receiver or its solicitors, agents, representatives and advisors are provided to the Purchaser without representation or warranty and the Purchaser will rely entirely and solely upon its own investigations and inspections and shall not rely on such materials or any other information furnished by the Receiver or any other person or entities on behalf of or at the direction of the Receiver in connection therewith;
- (d) Except as otherwise expressly provided for in this Agreement, the Vendors and the Receiver will have no obligations or responsibility to the Purchaser after Closing with respect to any matter relating to the Purchased Assets or the condition thereof;
- (e) The Receiver has no liability for, or obligation with respect to, any special, indirect, consequential, punitive or aggravated damages; and
- (f) The provisions of this Section 6.4 will survive Closing or the termination of this Agreement.

ARTICLE 7
COVENANTS

Section 7.1 Accounts.

The Purchaser shall not take any action which would in any way negatively interfere with or impact any Open Orders with customers and/or the collectability of the accounts receivable.

Section 7.2 Actions to Satisfy Obligations.

The Receiver and the Purchaser agree to take all such actions as are within their respective control and shall use their respective commercially reasonable efforts to take, or cause to be taken, all other actions and make all such other filings and submissions, and obtain such authorizations, which are necessary or advisable in order to fulfil their respective obligations under this Agreement.

Section 7.3 Access.

Subject to applicable Laws, until the Closing Date the Receiver shall (i) upon reasonable notice, permit the Purchaser and its employees, agents, counsel, accountants or other representatives, to have reasonable access during normal business hours to (A) the Purchased Assets, including all books and records whether retained by the Receiver or otherwise, (B) all contracts and leases to which any of the Vendors are a party, and (C) the senior personnel of the Vendors, so long as the access does not unduly interfere with the ordinary conduct of the Business; and (ii) furnish to the Purchaser or its employees, agents,

counsel, accountants or other such representatives such financial and operating data and other information with respect to the Purchased Assets as the Purchaser from time to time reasonably requests.

Section 7.4 Access to Books and Records.

For a period of 6 years from the Closing Date or for such longer period as may be required by Law, the Purchaser will use its reasonable commercial effects, without any liability to the Receiver or the Vendors, to retain all original books and records relating to the Purchased Assets that are transferred to the Purchaser under this Agreement. So long as any such books and records are retained by the Purchaser pursuant to this Agreement, the Receiver or any bankruptcy trustee appointed in respect of the Vendors and their respective representatives shall have the right to inspect and to make copies (at their own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser. The Purchaser has the right to have its representatives present during any such inspection.

**ARTICLE 8
CONDITIONS OF CLOSING**

Section 8.1 Conditions for the Benefit of both Parties.

The purchase and sale of the Purchased Assets is subject to the following conditions to be fulfilled or performed on or before the Closing Date:

- (1) **Finished Goods Count.** The Vendors and the Purchaser shall have conducted a count of the Finished Goods by no later than the day that is one (1) Business Day prior to the date of the Receivership Order and the Approval and Vesting Order, in connection with which count, the Purchaser shall have been permitted to contact Customers, in the presence of the Vendors' Chief Restructuring Officer, for purposes of confirming the existence of the Open Orders relating to Finished Goods;
- (2) **No Court Orders.** No provision of any applicable Law and no judgment, injunction, order or decree that prohibits the consummation of the purchase of the Purchased Assets pursuant to this Agreement shall be in effect; and
- (3) **Approval and Vesting Order.** The Approval and Vesting Order shall have been issued and entered and shall not have been stayed, amended, appealed, modified, reversed or dismissed as at the Closing Date.

Section 8.2 Conditions for the Benefit of the Purchaser.

The purchase and sale of the Purchased Assets is subject to the following conditions to be fulfilled or performed on or before the Closing Date, which conditions are for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion:

- (1) **Conduct of Business in the Ordinary Course.** From the date of the Letter of Intent, until the Date of Closing, (a) the Business shall have been conducted as it was being conducted on the date of the Letter of Intent, used commercially reasonable efforts to retain customers, suppliers and distributors and no transaction shall have been engaged in with respect to the Business which is inconsistent with the Business as it was conducted on the date of the Letter of Intent without the Purchaser's prior written consent; (b) no Purchased Assets shall have been disposed of outside of such course of business; (c) the terms governing Consignment Inventory shall not have been altered; (d) no agreement related to the operation of the Business shall have been entered into, amended, renewed or extended except on terms comparable to those in existence on the date of the Letter of Intent and otherwise which is inconsistent with the Business as being conducted on the date of the Letter of Intent; (e) no further inquiries or proposals from, or discussions or negotiations with, any person (other than the Purchaser) shall have been directly or indirectly, solicited initiated or encouraged, no non-public information shall have been provided to any person (other than the Purchaser), and no inquiries or proposals from any person (other than the Purchaser) shall have been considered on its merits, in each case where relating to any transaction involving the sale or issuance of any securities of the Vendors or the sale or other direct or indirect disposition of any assets of the Vendors (other than inventory sold only in the Ordinary Course); and (f) no further Consignment Inventory shall have been added without the consent of the Purchaser, such consent not to have been unreasonably withheld. Notwithstanding the foregoing, the entering into of this Agreement and the completion of the transactions contemplated herein, the making of an application or motion for the Receivership Order and for the Approval and Vesting Order, the issuance of the Receivership Order and the Approval and Vesting Order and the carrying out of the provisions in each of the foregoing Court Orders will not constitute or have constituted a breach of this Section 8.2(1).
- (2) **Access.** Subject to applicable Laws, from the date of this Agreement until the date of the Receivership Order, the Vendors shall have (i) upon reasonable notice, permitted the Purchaser and its employees, agents, counsel, accountants or other representatives, to have reasonable access during normal business hours to (A) the Purchased Assets, including all books and records, (B) all contracts and leases to which any of the Vendors are a party, and (C) the senior personnel of the Vendors, so long as such access would not have unduly interfered with the ordinary conduct of the Business; and (ii) furnished to the Purchaser or its employees, agents, counsel, accountants or other such representatives such financial and operating data and other information with respect to the Purchased Assets as the Purchaser may have reasonably requested.
- (3) **Covenants.** The Receiver shall have fulfilled or complied with all covenants contained in this Agreement required to be fulfilled or complied with by it in all material respects at or prior to the Closing Date, including delivery by the Vendors or the Receiver of the documents and instruments contemplated by Section 9.2.

- (4) **IP Assignments.** JSN, GMJ and JSN UK shall have each executed intellectual property assignment agreements in a form acceptable to the Purchaser assigning all of their rights in any Intellectual Property to the Purchaser upon Closing (together, the "IP Assignment Agreements").
- (5) **Discharge of Salus registrations.** Salus shall have executed discharges of any intellectual property registry registrations of the security interest which Salus currently holds in the Intellectual Property held by each of the Vendors and which, after Closing, Salus shall continue to hold in the proceeds of such Intellectual Property.

Section 8.3 Conditions for the Benefit of the Receiver.

The purchase and sale of the Purchased Assets is subject to the following conditions to be fulfilled or performed on or before the Closing Date, which are for the exclusive benefit of the Receiver and which may be waived, in whole or in part, by the Receiver in its sole discretion:

- (1) **Representations and Warranties.** The representations and warranties of the Purchaser contained in this Agreement shall be true and correct as of the Closing Date in all material respects, with the same force and effect as if such representations and warranties had been made on and as of such date;
- (2) **Covenants.** The Purchaser shall have fulfilled or complied with all covenants contained in this Agreement required to be fulfilled or complied with by it in all material respects at or prior to the Closing Date, including delivery by the Purchaser of the documents and instruments contemplated by Section 9.3; and
- (3) **Payment of the Purchase Price.** The Deposit shall have been applied in part payment of the Purchase Price in accordance with Section 4.2(a) and the Purchaser shall have delivered to the Receiver the undertaking contemplated in Section 9.3(d).

ARTICLE 9 CLOSING

Section 9.1 General.

- (1) The completion of the transactions of purchase, sale and assumption contemplated by this Agreement (the "Closing") shall take place at the offices of the Receiver's counsel, Fasken Martineau DuMoulin LLP, in Toronto, Ontario, on the Closing Date, at the Time of Closing, or at such other place as may be agreed upon in writing by the parties.
- (2) As soon as practicable following execution of this Agreement, it is expected that Salus will serve and file application materials for an application on seven (7) days' notice to any affected parties seeking the Receivership Order and the Approval and Vesting Order;

- (3) The parties hereby acknowledge and agree that the Receiver shall be entitled in accordance with the Approval and Vesting Order to file a certificate, substantially in the form attached to the Approval and Vesting Order (the "Receiver's Certificate"), with the Court upon receiving written confirmation from the Purchaser that all conditions of Closing have been satisfied or waived,

Section 9.2 Receiver's Closing Deliveries.

At the Closing, the Receiver shall execute and/or deliver or cause to be delivered to the Purchaser the following:

- (a) the Purchased Assets, which shall be delivered *in situ* wherever located as of the Closing, provided that the Receiver shall not be obliged to deliver any designs, samples, waxes, molds and models currently in the hands of third parties;
- (b) a true and complete copy of the Approval and Vesting Order, as entered by the Court;
- (c) an executed bill of sale in form acceptable to the Receiver and the Purchaser (the "Bill of Sale");
- (d) executed IP Assignment Agreements;
- (e) such executed Tax elections as are required pursuant to Article 5;
- (f) a true and complete copy of the Receiver's Certificate executed by the Receiver (such Receiver's Certificate to be filed with the Court by the Receiver following Closing and a copy of such filed Receiver's Certificate shall be delivered to the Purchaser promptly thereafter); and
- (g) such other documents as the Purchaser may require, acting reasonably.

Section 9.3 Purchaser's Closing Deliveries.

At the Closing, the Purchaser shall execute and/or deliver or cause to be delivered to the Receiver the following:

- (a) an executed Bill of Sale;
- (b) executed IP Assignment Agreements;
- (c) such executed Tax elections as are required pursuant to Article 5;
- (d) an undertaking with respect to the payment of the balance of the Purchase Price post-Closing;

- (e) a certificate of an officer of the Purchaser confirming that the representations and warranties of the Purchaser contained in this Agreement are true and correct as of the Closing Date;
- (f) a certificate of an officer of the Purchaser confirming that all conditions to Closing in its favour are either satisfied or waived; and
- (g) such other documents as the Receiver may require acting reasonably.

Section 9.4 Receiver's Post-Closing Deliveries.

As soon as possible following the Closing and in any event not later than the date or time contemplated herein, the Receiver shall execute and/or deliver or cause to be delivered to the Purchaser the following:

- (a) a letter to each Customer, on JSN letterhead, attaching a copy of the Approval and Vesting Order, advising of the Transaction including the sale of Intellectual Property hereunder, all in a form acceptable to the Purchaser; and
- (b) upon receipt of the payment contemplated by Section 4.2(b), an executed amended Bill of Sale to reflect any changes arising from the Consignment Inventory Reconciliation (the "Amended Bill of Sale").

Section 9.5 Purchaser's Post-Closing Deliveries.

As soon as possible following the Closing and in any event not later than the date or time contemplated herein, the Purchaser shall execute and/or deliver or cause to be delivered to the Receiver the following:

- (a) the payment contemplated by Section 4.2(b), when contemplated thereby;
- (b) an executed Amended Bill of Sale, if any, at the time contemplated in Section 9.4(b); and
- (c) a certificate and declaration of indemnity, in a form and substance satisfactory to the Receiver, acting reasonably, or delivery of payment of any applicable Transfer Taxes at the same time as the payment in (a) above.

ARTICLE 10 TERMINATION

Section 10.1 Termination of Agreement.

This Agreement may, by notice in writing given prior to or on the Closing, be terminated:

- (a) by mutual consent of the Receiver and the Purchaser;

- (b) by the Purchaser or the Receiver if the Approval and Vesting Order shall fail, once granted, to be in full force and effect or shall have been amended, appealed, modified, reversed or dismissed without the prior written consent of the Purchaser; or
- (c) automatically if the Closing has not occurred by the end of the day on the Termination Date,

and may be revoked, as an offer, by the Purchaser if no Approval and Vesting Order is issued by the Termination Date or if the Receiver does not accept this Agreement by the Termination Date.

Section 10.2 Effect of Termination.

In the event that the Agreement is terminated in accordance with Section 10.1, then each of the parties shall be relieved of its duties and obligations arising under this Agreement effective as of the date of such termination and such termination shall be without liability to the Purchaser and the Receiver; provided however that in no event shall any termination of this Agreement relieve any party hereto of any liability for any willful or intentional breach of this Agreement by such party or affect the treatment of the Deposit as provided in Section 4.1.

**ARTICLE 11
MISCELLANEOUS**

Section 11.1 Notices.

Any notice, direction or other communication given regarding the matters contemplated by this Agreement (each a "Notice") must be in writing, sent by personal delivery, courier or electronic mail and addressed:

- (a) to the Receiver at:

Richter Advisory Group Inc.
181 Bay Street, Suite 3320
Toronto, Ontario M5J 2T3

Attention: Clark Lonergan
Email: CLonergan@Richter.ca
Fax: 416.488.3765

and with a copy to:

Fasken Martineau DuMoulin LLP
333 Bay Street, Suite 2400
Toronto, Ontario M5H 2T6

Attention: Stuart Brotman
Email: sbrotman@fasken.com
Fax: 416.364.7813

(b) to the Purchaser at:

Unique Designs, Inc.
521 5th Avenue, Suite #820
New York, New York
10175

Attention: Amit Mehta
Email: amit@sdilinc.com
Fax: 212.297.1732

with a copy to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9

Attention: Brian Pukier and Elizabeth Pillon
Emails: BPukier@stikeman.com and LPillon@stikeman.com
Fax: (416) 947-0866

A Notice is deemed to be given and received if sent by personal delivery, courier or electronic mail, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day. A party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the party at its changed address. Any element of a party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice to a party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a party.

Section 11.2 Assignment.

- (1) Except as provided in this Section 11.2, neither this Agreement nor any of the rights or obligations under this Agreement may be assigned or transferred, in whole or in part, by any party without the prior written consent of the other parties.
- (2) Upon giving notice to the Receiver at any time on or prior to one Business Day prior to the date of the hearing for the Approval and Vesting Order, the Purchaser is entitled to assign this Agreement or any of its rights under this Agreement to any of its affiliates (as such term is defined in *National Instrument 45-106*) acceptable to the Receiver, acting reasonably.

Section 11.3 Survival.

Any provision of this Agreement which contemplates performance or the existence of obligations after the Closing Date shall not be deemed to be merged into or waived by the execution, delivery or performance of this Agreement or documents delivered in connection herewith or Closing, but shall expressly survive the execution, delivery and performance of this Agreement, Closing and the execution, delivery and performance of any and all documents delivered in connection with this Agreement and shall be binding upon the party or parties obligated thereby (including any trustee-in-bankruptcy appointed in respect of such party) in accordance with the terms of this Agreement.

Section 11.4 Time of the Essence.

Time is of the essence in this Agreement.

Section 11.5 Enurement.

This Agreement becomes effective and binding when executed by the Purchaser and the Receiver. After that time, it will be binding upon and enure to the benefit of the parties and their respective successors, legal representatives and permitted assigns. Neither this Agreement nor any of the rights or obligations under this Agreement, including any right to payment, may be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party.

Section 11.6 Entire Agreement.

This Agreement and the other documents executed in connection herewith constitutes the entire agreement between the parties with respect to the transactions contemplated in this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to such transactions. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

Section 11.7 Waiver.

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the party to be bound by the waiver. A party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right or the exercise of any other right it may have.

Section 11.8 Amendments.

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by the Receiver and the Purchaser.

Section 11.9 Further Assurances.

From and after the Closing Date, each of the parties covenants and agrees to do such things, to attend such meetings and to execute such further conveyances, transfers, documents and assurances as may be deemed necessary or advisable from time to time in order to effectively transfer the Purchased Assets and the Assumed Liabilities to the Purchaser and carry out the terms and conditions of this Agreement in accordance with their true intent.

Section 11.10 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable, by any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

Section 11.11 Governing Law.

This Agreement is governed by, and will be interpreted and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 11.12 Status of the Receiver.

The Purchaser acknowledges and agrees that, in carrying out and completing the Transaction or exercising any rights, entitlement or benefits as vendor under this Agreement, Richter will be acting solely in its capacity as Receiver and not in its personal or corporate capacity and shall have no personal or corporate liability to the Purchaser or any permitted assigns.

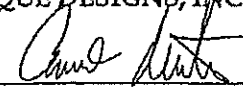
Section 11.13 Counterparts.

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Agreement.

[signature page follow]

UNIQUE DESIGNS, INC.

By:



Name: Amit Mehta

Title: CEO

AGREED AND ACCEPTED by the undersigned this 1st day of August, 2016

RICHTER ADVISORY GROUP INC.
solely in its capacity as Court-appointed
Receiver of J.S.N. JEWELLERY INC.,
J.S.N. JEWELLERY UK LIMITED, GMJ
CORP. and ALWAYS & FOREVER
FAMILY COLLECTION INC., and not in
its personal capacity

By:

Name:

Title:

Schedule "Section 1.1" - Customers

J.S.N. Jewellery Inc.
J.S.N Canada Customers - CDN\$

- Ann-Louise Jewellers
- Assaly's Jewellery
- Austin Jewellers
- Bijouterie Lavigueur
- Bijouterie Luxedor Inc
- Bijouterie Prestige
- Bijouterie Soleil
- Bogarts Jewelry Ltd
- Carter's Jewellers
- Charm Diamond Centres
- Clowes Jewellers 1978 Ltd
- Cooks Jewellers
- Curry's Jewellers
- Diamonds of Detroit
- European Goldsmith Kelowna
- Excel Jewellers
- Fiancee Jewellers
- Fifth Avenue Jewellers
- Gem Bijou
- Gold Room
- Gold Rush
- Golden Tree Jewellers
- Griffin Jewellery Design Inc.
- Heinrichs Jewellery
- Independent Jewellers
- J G Jewellers
- J.K.Schmidt Jewellers
- Jewellery Box & Giftware
- Lawlor Goldsmith Shoppe
- Leon`s Jewellers
- Les Bijoutiers Doucet
- M&R Jewellery
- Mayhew Jewellers
- Prairie Gold Jewellery
- Preston Jewellers Ltd.
- Richardson's Jewellers
- Rochells Jewellers
- Royalty Goldsmiths Inc.
- Ryan Jewellers
- Savoy's Jewellers Ltd.
- Simon Jewellers

Sugold Jewellers
 Tany's Jewellers
 W.K.Chan Jewellers
 Watier Jewellers
 Wendt's

J.S.N. Canada Related Party

Always & Forever
 Ben Moss Jewellers
 Forever Jewellery Inc.

**J.S.N. Jewellery Inc.
 J.S.N Canada Customers - US\$**

H.E. Murcock
 Duty Free World Inc.
 MJB Marketing

**GMI - USA
 GMI USA Customers**

Ben Bridge
 Fred Meyer Jewelers
 Radial Inc.
 Rogers Enterprises Inc.
 Zale Corporation

**J.S.N. Jewellery Inc. - UK
 J.S.N. UK Customers in various currencies**

GBP Customers

Brlnnor Ltd (Eternity)
 Cirrus D
 CPM Goodwin
 DESIGN CENTRE
 Dualrange Ltd
 Dynasty
 Essardes Group
 F. Hinds Ltd.
 Fallers Jewellers

Fields of Dublin
Fraser Hart
Fraser Hart (Warehouse)
Goldsmiths Group
Gus Jones
Harmony Jewels
Houlden Jewellers Limited
James Porter
John McKay Jewellers
LMG Jewellery Claim Service
Market Cross (Middlesbrough)
Mortimer Management Group
P.A. Jewellery
Regency Jewels
Tagore
Whitmore Jwlrs Ltd. (Neweys)

USD Customers

DIP Diffusione Italiana Prezio
Galaxy Ice
Kontinen Kultavlrta

Euro Customers

MTTI Group

Schedule "Section 2.1(b)"- Intellectual Property

Executive Summary Report

Print Date: Wednesday, June 15, 2016 - 11:09:34AM

Number of Selected Items: 31

Search Parameters

Search #1
Owners: J.S.N. & JEWELLERY*
 JSN & JEWELLERY*
 J & S & N & JEWELLERY*
 J*S*N*JEWELLERY*
Classes: All
Indices: Trademarks, Index Headings, Figurative Elements, Foreign Character Translations, Descriptions of Marks
Status: Application, Registered, Active, Inactive
Type of Marks: Word marks and design marks

Data Sources

1 - CIPO 6/13/2016
 * CIPO Trademark Database
 Latest Date New Applications Made Available For Public Inspection: 6/6/2016 12:00:00 AM

Category Summary

Name	Description
<input type="checkbox"/> Uncategorized	These trademarks have not been categorized.

Item Information

Item 1 of 31

#	Trademark	Reg #	App/Ser #	Status	Category
1	...nothing shines brighter	TMA785,166	1,469,404	REGISTERED/ENREGISTRÉE	<input type="checkbox"/>
2	Always & Forever Family Collection	TMA722,722	1,369,345	REGISTERED/ENREGISTRÉE	<input type="checkbox"/>
3	Blush Coloured Diamond Collection		1,714,793	DEFAULT - SEARCHED/EN DÉFAUT - A FAIT L'OBJET D'UNE RECHERCHE	<input type="checkbox"/>
4	Bright Star		1,469,402	ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36	<input type="checkbox"/>
5	Canada Star		1,583,861	ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36	<input type="checkbox"/>
6	Canadian Floating Diamond		1,539,358	ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36	<input type="checkbox"/>
7	Canadian Ice Diamonds	TMA785,154	1,427,477	REGISTERED/ENREGISTRÉE	<input type="checkbox"/>
8	Colour Couture Diamond Collection		1,714,794	ALLOWED/ADMISE	<input type="checkbox"/>
9	Diamond Blossom Cut		1,621,752	ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36	<input type="checkbox"/>
10	Diamond Vibes Diamond Collection		1,705,838	ALLOWED/ADMISE	<input type="checkbox"/>

#	Trademark	Reg #	App/Ser #	Status	Category
11	ELITE COLLECTION	TMA718,766	1,361,994	REGISTERED/ENREGISTRÉE	
12	Floating Diamond		1,539,353	ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36	
13	Forever Designer Diamond Bridal Collec..		1,706,014	ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36	
14	Forever Gold		1,551,803	ABANDONED - SECTION 40(3)/ABANDONNÉE - PARAGRAPHE 40(3)	
15	Forever Loved Diamond Collection		1,666,827	ALLOWED/ADMISE	
16	Halo Diamond Collection		1,503,153	ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36	
17	Ice Beats Diamond Collection		1,705,833	ALLOWED/ADMISE	
18	LuLu Diamond & Gold Collection	TMA724,749	1,368,881	REGISTERED/ENREGISTRÉE	
19	My Diamonds - Diamond & Gold Collectio..		1,369,344	ABANDONED - SECTION 40(3)/ABANDONNÉE - PARAGRAPHE 40(3)	
20	Nature's best diamonds		1,613,171	ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36	
21	Passionate Heart	TMA785,155	1,469,403	REGISTERED/ENREGISTRÉE	
22	Royal Princess Diamond Collections		1,651,861	ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36	
23	Sempre Oro		1,551,802	ABANDONED - SECTION 40(3)/ABANDONNÉE - PARAGRAPHE 40(3)	
24	Shining Star Diamond		1,522,107	ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36	
25	Soul Mates Diamond Collection		1,655,752	ALLOWED/ADMISE	
26	Starlight Diamond		1,522,106	ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36	
27	the coolest diamonds on earth	TMA785,152	1,445,849	REGISTERED/ENREGISTRÉE	
28	The Diamond Blossom collections		1,613,176	ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36	
29	The Elite Diamond Collection	TMA722,723	1,368,883	REGISTERED/ENREGISTRÉE	
30	The Love 100 Diamond		1,621,679	ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36	
31	Treasure Chest Event		1,613,175	ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36	



The object is to obtain the... (partially obscured text)

Extended Preview Report

821

Print Date: Wednesday, June 15, 2016 - 11:09:49AM

Number of Selected Items: 31

Search Parameters

Search #1

Owners: J.S.N. & JEWELLERY*
JSN & JEWELLERY*
J & S & N & JEWELLERY*
J*S*N*JEWELLERY*

Classes: All

Indices: Trademarks, Index Headings, Figurative Elements, Foreign Character Translations, Descriptions of Marks

Status: Application, Registered, Active, Inactive

Type of Marks: Word marks and design marks

Data Sources

1 - CIPO 6/13/2016

✦ CIPO Trademark Database

Latest Date New Applications Made Available For Public Inspection: 6/6/2016 12:00:00 AM

Category Summary

Name	Description
Uncategorized	These trademarks have not been categorized.

Item Information

Item 1 of 31

1 ...nothing shines brighter
Category: Uncategorized
Status: REGISTERED/ENREGISTRÉE
Reg. #: TMA785,156
Reg. Date: 16 déc/Dec 2010
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of Owner(s): 64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3
Wares: (1) 74/78 faceted specialty cut diamonds.
Indices: ...NOTHING SHINES BRIGHTER

2 Always & Forever Family Collection
Category: Uncategorized
Status: REGISTERED/ENREGISTRÉE
Reg. #: TMA722,722
Reg. Date: 28 août/Aug 2008
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of Owner(s): 64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3
Wares: (1) White and/or yellow jewellery(Including earrings, rings, bracelets, pendants and brooches) set with diamonds and/or precious and/or

Indices: semi- precious gems.
ALWAYS & FOREVER FAMILY COLLECTION

3 Blush Coloured Diamond Collection

Category: Uncategorized
Status: DEFAULT - SEARCHED/EN DÉFAUT - A FAIT L'OBJET D'UNE RECHERCHE

App. #: 1,714,793

App. Date: 11 fév/Feb 2015

Owner(s): J.S.N. JEWELLERY INC.

Address(es) of Owner(s): 7-64 JARDIN DRIVE

CONCORD ONTARIO
L4K 3P3

Wares: (1) White, yellow and rose gold, silver and platinum jewellery (including earrings, rings, pendants, bangles, bracelets, brooches) set with coloured and/or white diamonds and/or coloured precious and/or semi- precious gems.

Indices: BLUSH COLOURED DIAMOND COLLECTION
COLORED

4 Bright Star

Category: Uncategorized
Status: ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36

App. #: 1,469,402

App. Date: 12 fév/Feb 2010

Owner(s): J.S.N. JEWELLERY INC.

Address(es) of Owner(s): 64 JARDIN DRIVE, UNIT 7

CONCORD ONTARIO
L4K 3P3

Wares: (1) 74/78 faceted specialty cut diamonds.

Indices: BRIGHT STAR

5 Canada Star

Category: Uncategorized
Status: ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36

App. #: 1,683,861

App. Date: 27 juin/Jun 2012

Owner(s): J.S.N. JEWELLERY INC.

Address(es) of Owner(s): 64 JARDIN DRIVE, UNIT 7

CONCORD ONTARIO
L4K 3P3

Wares: (1) White, yellow & rose jewellery(including earrings, rings, pendants, bracelets and brooches) set with Canadian diamonds and/or coloured precious and/or semi-precious gems

Indices: CANADA STAR

6 Canadian Floating Diamond

Category: Uncategorized
Status: ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36

App. #: 1,539,358

App. Date: 11 août/Aug 2011

Owner(s): J.S.N. JEWELLERY INC.

Address(es) of Owner(s): 64 JARDIN DRIVE

UNIT 7
CONCORD ONTARIO
L4K 3P3

Wares: (1) Specialty setting made of white gold, yellow gold, silver or platinum

to create the illusion that the gemstone which maybe a diamond,
precious or semi-precious stone placed in a bezel or claw setting is
floating.

Indices: CANADIAN FLOATING DIAMOND

7 Canadian Ice Diamonds

Category: Uncategorized
Status: REGISTERED/ENREGISTRÉE
Reg. #: TMA785,154
Reg. Date: 16 déc/Dec 2010
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of Owner(s): 64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3

Wares: (1) White, yellow & rose jewellery (including earrings, rings, pendants,
bracelets and brooches) set with Canadian diamonds and/or coloured
precious and/or semi-precious gems.

Indices: CANADIAN ICE DIAMONDS

8 Colour Couture Diamond Collection

Category: Uncategorized
Status: ALLOWED/ADMISE
App. #: 1,714,794
App. Date: 11 fév/Feb 2015
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of Owner(s): 7-64 JARDIN DRIVE
CONCORD ONTARIO
L4K 3P3

Wares: (1) White, yellow and rose gold, silver and platinum jewellery
(including earrings, rings, pendants, bangles, bracelets, brooches) set
with coloured and/or white diamonds and/or coloured precious and/or
semi-precious gems.

Indices: COLOUR COUTURE DIAMOND COLLECTION
COLOR

9 Diamond Blossom Cut

Category: Uncategorized
Status: ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36
App. #: 1,621,752
App. Date: 09 avr/Apr 2013
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of Owner(s): 64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3

Wares: (1) 104 facet diamond cut

Indices: DIAMOND BLOSSOM CUT

10 Diamond Vibes Diamond Collection

Category: Uncategorized
Status: ALLOWED/ADMISE
App. #: 1,705,838
App. Date: 04 déc/Dec 2014
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of Owner(s): 7-64 JARDIN DRIVE
CONCORD ONTARIO
L4K 3P3

Wares: (1) Platinum or 10kt, 14kt, 18kt yellow, white or rose gold jewellery

(including earrings, rings, pendants, bracelets and brooches) set with diamonds and/or semi-precious stones.
Indices: DIAMOND VIBES DIAMOND COLLECTION

11 ELITE COLLECTION

Category: Uncategorized
Status: REGISTERED/ENREGISTRÉE
Reg. #: TMA718,766
Reg. Date: 17 juil/Jul 2008
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of Owner(s): 64 JARDIN DRIVE, UNIT 7
 CONCORD ONTARIO
 L4K 3P3
Wares: (1) Rings, pendants, bracelets, earrings, necklaces, and cuff links.
Indices: ELITE COLLECTION

12 Floating Diamond

Category: Uncategorized
Status: ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36
App. #: 1,539,353
App. Date: 11 août/Aug 2011
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of Owner(s): 64 JARDIN DRIVE
 UNIT 7
 CONCORD ONTARIO
 L4K 3P3
Wares: (1) Specialty setting made of white gold, yellow gold, silver or platinum to create the illusion that the gemstone which maybe a diamond, precious or semi-precious stone placed in a bezel or claw setting is floating.
Indices: FLOATING DIAMOND

13 Forever Designer Diamond Bridal Collection

Category: Uncategorized
Status: ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36
App. #: 1,706,014
App. Date: 05 déc/Dec 2014
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of Owner(s): 7-64 JARDIN DRIVE
 CONCORD ONTARIO
 L4K 3P3
Wares: (1) Platinum or 10kt, 14kt, 18kt yellow, white or rose gold jewellery(including earrings, rings, pendants, bracelets and brooches) set with diamonds and/or semi-precious stones.
Indices: FOREVER DESIGNER DIAMOND BRIDAL COLLECTION

14 Forever Gold

Category: Uncategorized
Status: ABANDONED - SECTION 40(3)/ABANDONNÉE - PARAGRAPHE 40(3)
App. #: 1,551,803
App. Date: 14 nov/Nov 2011
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of Owner(s): 64 JARDIN DRIVE, UNIT 7
 CONCORD ONTARIO
 L4K 3P3
Wares: (1) Electroform 9kt, 10kt, 14kt or 18kt gold jewellery filled/bonded/fused

Indices: with silver/titanium alloy mix.
FOREVER GOLD

15 Forever Loved Diamond Collection

Category: Uncategorized
Status: ALLOWED/ADMISE
App. #: 1,666,827
App. Date: 07 mars/Mar 2014
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of Owner(s): 64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4P 2L9

Wares: (1) White, yellow and rose gold, silver and platinum jewellery (including earrings, rings, pendants, bracelets, brooches) set with diamonds and/or coloured precious and/or semi-precious gems.

Indices: FOREVER LOVED DIAMOND COLLECTION

16 Halo Diamond Collection

Category: Uncategorized
Status: ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36
App. #: 1,503,153
App. Date: 09 nov/Nov 2010
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of Owner(s): 64 JARDIN DRIVE
UNIT 7
CONCORD ONTARIO
L4K 3P3

Wares: (1) Gold, platinum and/or silver jewellery (including earrings, rings, pendants, bracelets and brooches in Platinum, Silver or 9kt, 10kt, 14kt, 18kt gold set with diamonds and/or coloured precious and/or semi-precious gems).

Indices: HALO DIAMOND COLLECTION

17 Ice Beats Diamond Collection

Category: Uncategorized
Status: ALLOWED/ADMISE
App. #: 1,705,833
App. Date: 04 déc/Dec 2014
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of Owner(s): 7-64 JARDIN DRIVE
CONCORD ONTARIO
L4K 3P3

Wares: (1) Platinum or 10kt, 14kt, 18kt yellow, white or rose gold jewellery (including earrings, rings, pendants, bracelets and brooches) set with diamonds and/or semi-precious stones.

Indices: ICE BEATS DIAMOND COLLECTION

18 LuLu Diamond & Gold Collection

Category: Uncategorized
Status: REGISTERED/ENREGISTRÉE
Reg. #: TMA724,749
Reg. Date: 29 sept/Sep 2008
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of Owner(s): 64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3

Wares: (1) White, Yellow & Rose gold jewellery (including earrings, pendants,

bracelets, rings and brooches) set with diamonds and/or coloured
precious and/or semi-precious gems.
Indices: LULU DIAMOND & GOLD COLLECTION

19 My Diamonds - Diamond & Gold Collection
Category: Uncategorized
Status: ABANDONED - SECTION 40(3)/ABANDONNÉE - PARAGRAPHE
40(3)
App. #: 1,369,344
App. Date: 26 oct/Oct 2007
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of Owner(s): 64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3
Wares: (1) White, yellow & rose gold jewellery(including earrings, rings,
pendants, bracelets and brooches) set with diamonds and/or coloured
precious and/or semi-precious gems.
Indices: MY DIAMONDS - DIAMOND & GOLD COLLECTION

20 Nature's best diamonds
Category: Uncategorized
Status: ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36
App. #: 1,613,171
App. Date: 07 fév/Feb 2013
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of Owner(s): 64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3
Wares: (1) Canadian diamonds
Indices: NATURE'S BEST DIAMONDS

21 Passionate Heart
Category: Uncategorized
Status: REGISTERED/ENREGISTRÉE
Reg. #: TMA785,155
Reg. Date: 16 déc/Dec 2010
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of Owner(s): 64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3
Wares: (1) 74/78 faceted-specialty cut diamonds.
Indices: PASSIONATE HEART

22 Royal Princess Diamond Collections
Category: Uncategorized
Status: ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36
App. #: 1,651,861
App. Date: 13 nov/Nov 2013
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of Owner(s): 64 JARDIN DRIVE
UNIT 7
CONCORD ONTARIO
L4K 3P3
Wares: (1) Invisible set princess cut diamonds set together in center stone
position on a ring or pendant of 9kt, 10kt, 14kt or 18kt yellow, white or
rose gold with diamond accents.
Indices: ROYAL PRINCESS DIAMOND COLLECTIONS

23 **Sempre Oro**
Category: Uncategorized
Status: ABANDONED - SECTION 40(3)/ABANDONNÉE - PARAGRAPHE
 40(3)
App. #: 1,551,802
App. Date: 14 nov/Nov 2011
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of 64 JARDIN DRIVE, UNIT 7
Owner(s): CONCORD ONTARIO
 L4K 3P3
Wares: (1) Electroform 9kt, 10kt, 14kt or 18kt gold jewellery filled/bonded/fused
 with silver/titanium alloy mix.
Indices: SEMPRE ORO
 FOREVER GOLD

24 **Shining Star Diamond**
Category: Uncategorized
Status: ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36
App. #: 1,522,107
App. Date: 04 avr/Apr 2011
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of 64 JARDIN DRIVE, UNIT 7
Owner(s): CONCORD ONTARIO
 L4K 3P3
Wares: (1) Exclusive 68 faceted diamonds using Canadian or non-Canadian
 diamonds. To be used or sold in precious metal jewellery of 10kt, 14kt
 or 18kt yellow and/or white gold or platinum.
Indices: SHINING STAR DIAMOND

25 **Soul Mates Diamond Collection**
Category: Uncategorized
Status: ALLOWED/ADMISE
App. #: 1,655,752
App. Date: 11 déc/Dec 2013
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of 64 JARDIN DRIVE, UNIT 7
Owner(s): CONCORD ONTARIO
 L4K 3P3
Wares: (1) Diamond wedding bands, engagement rings, men's and ladies'
 fashion rings, pendants, earrings and bracelets crafted in silver and/or
 yellow, white or rose gold and/or platinum
Indices: SOUL MATES DIAMOND COLLECTION
 SOULMATES

26 **Starlight Diamond**
Category: Uncategorized
Status: ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36
App. #: 1,522,106
App. Date: 04 avr/Apr 2011
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of 64 JARDIN DRIVE, UNIT 7
Owner(s): CONCORD ONTARIO
 L4K 3P3
Wares: (1) Exclusive 68 faceted diamonds using Canadian and/or
 non-Canadian diamonds. To be sold in precious metal jewellery of
 10kt, 14kt or 18kt yellow and/or white gold or platinum.

Indices: STARLIGHT DIAMOND
STAR LIGHT

27 the coolest diamonds on earth

Category: Uncategorized
Status: REGISTERED/ENREGISTRÉE
Reg. #: TMA785,152
Reg. Date: 16 déc/Dec 2010
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of Owner(s): 64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3
Wares: (1) Canadian diamonds.
Indices: THE COOLEST DIAMONDS ON EARTH

28 The Diamond Blossom collections

Category: Uncategorized
Status: ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36
App. #: 1,613,176
App. Date: 07 fév/Feb 2013
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of Owner(s): 64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3
Wares: (1) A beautiful array of diamonds set perfectly together to create an immense brilliant sparkle set in precious metal jewellery including but not limited to rings, earrings, bangles, bracelets and pendants.
Indices: THE DIAMOND BLOSSOM COLLECTIONS

29 The Elite Diamond Collection

Category: Uncategorized
Status: REGISTERED/ENREGISTRÉE
Reg. #: TMA722,723
Reg. Date: 28 août/Aug 2008
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of Owner(s): 64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3
Wares: (1) Premium diamond jewellery line set in white and/or yellow gold(including earrings, rings, pendants, bracelets and brooches).
Indices: THE ELITE DIAMOND COLLECTION

30 The Love 100 Diamond

Category: Uncategorized
Status: ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36
App. #: 1,621,679
App. Date: 09 avr/Apr 2013
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of Owner(s): 64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3
Wares: (1) A diamond cut with 100 to 104 facets
Indices: THE LOVE 100 DIAMOND

31 Treasure Chest Event

Category: Uncategorized

Status: ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36
App. #: 1,613,175
App. Date: 07 fév/Feb 2013
Owner(s): J.S.N. JEWELLERY INC.
Address(es) of Owner(s): 64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3
Services: (1) To buy jewellery, precious metals and stones including but not limited to gold, silver, platinum and diamonds from the public in return for monetary or retail credit as consideration.

(2) A retail sale of consumer jewellery offering the public the ability to pay for all or a portion of their purchase with private owned jewellery, precious metals and stones including but not limited to gold, silver, platinum and diamonds.
Indices: TREASURE CHEST EVENT

830

APPL'N/DEM. NO 1,469,404

Item 1 of 31
REGISTRATION/ENREGISTREMENT NO TMA785,156

CATEGORY/CATÉGORIE:

Uncategorized
These trademarks have not been categorized.

STATUS/STATUT:

REGISTERED/ENREGISTRÉE

FILING DATE/DATE DE PRODUCTION:

12 fév/Feb 2010

REGISTRATION DATE/DATE D'ENREGISTREMENT:

16 déc/Dec 2010

CURRENT OWNER/PROPRIÉTAIRE COURANT:

J.S.N. JEWELLERY INC.
64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3

TRADE-MARK/MARQUE DE COMMERCE:

➤ ...nothing shines brighter

WARES/MARCHANDISES:

(1) 74/78 faceted specialty cut diamonds.

Declaration of Use filed December 16, 2010.

FOOTNOTES/NOTES:

Amended Security Agreement Placed on file/Accord de sécurité modifié
Inscrit au dossier

DATE RECORDED/DATE CONSIGNÉE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC

Voir Preuve au dossier/See evidence on File No. 1361994

CHANGE IN TITLE/CHANGEMENT EN TITRE:

TYPE OF CHANGE/GENRE DE CHANGEMENT: Clerical
correction/Correction

DATE REGISTERED/DATE DE L'ENREGISTREMENT: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: To remove the entry recorded on
2013/08/26.

Voir Preuve au dossier/See evidence on File No. 1361994

Security Agreement Placed on File/Accord de sécurité Inscrit au
dossier

DATE RECORDED/DATE CONSIGNÉE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC,

Administrative Agent

Voir Preuve au dossier/See evidence on File No. 1361994

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14

CDNameSearch V7: 14

CDNameSearch V8: 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

...NOTHING SHINES BRIGHTER

Action	Date	Response Date	Additional Information
Filed/Produite	2010/02/12		
Created/Créé	2010/02/12		


Formalized/Formalisée	2010/02/16		
Search Recorded/Recherche enregistrée	2010/05/17		
Approval Notice Sent/Avls d'approbation envoyé	2010/05/19	2010/06/16	
Approved/Approuvée	2010/07/08		APPROVED BY PROGRAM EX200M1
Extracted for Advertisement/Extrait pour Publication	2010/07/09		Vol.57 Issue 2907 2010/07/14
Advertised/Publiée	2010/07/14		Vol.57 Issue 2907
Allowed/Admise	2010/10/29		
Allowance Notice Sent/Avls d'admission envoyé	2010/10/29	2013/02/12	
Registered/Enregistrée	2010/12/16		
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2013/08/26		Amended Security Agreement Placed on file / Voir Preuve au dossier/See evidence on File No. 1361994
Clerical Correction/Correction	2013/08/26		Clerical correction / Voir Preuve au dossier/See evidence on File No. 1361994
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2013/08/26		Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 1361994

832

APPL'N/DEM. NO 1,369,345

Item 2 of 31
REGISTRATION/ENREGISTREMENT NO TMA722,722

CATEGORY/CATÉGORIE:

Uncategorized 
These trademarks have not been categorized.

STATUS/STATUT:

REGISTERED/ENREGISTRÉE

FILING DATE/DATE DE PRODUCTION:

26 oct/Oct 2007

REGISTRATION DATE/DATE D'ENREGISTREMENT:

28 août/Aug 2008

CURRENT OWNER/PROPRIÉTAIRE COURANT:

J.S.N. JEWELLERY INC.
64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3

TRADE-MARK/MARQUE DE COMMERCE:

➤ Always & Forever Family Collection

WARES/MARCHANDISES:

(1) White and/or yellow jewellery (including earrings, rings, bracelets, pendants and brooches) set with diamonds and/or precious and/or semi-precious gems.

Used in CANADA since January 01, 2004.

FOOTNOTES/NOTES:

Amended Security Agreement Placed on file/Accord de sécurité modifié inscrit au dossier

DATE RECORDED/DATE CONSIGNÉE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC

Voir Preuve au dossier/See evidence on File No. 1361994

CHANGE IN TITLE/CHANGEMENT EN TITRE:

TYPE OF CHANGE/GENRE DE CHANGEMENT: Clerical correction/Correction

DATE REGISTERED/DATE DE L'ENREGISTREMENT: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: To remove the entry recorded on 2013/08/26.

Voir Preuve au dossier/See evidence on File No. 1361994

Security Agreement Placed on File/Accord de sécurité Inscrit au dossier

DATE RECORDED/DATE CONSIGNÉE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC, Administrative Agent

Voir Preuve au dossier/See evidence on File No. 1361994

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14

CDNameSearch V7: 14

CDNameSearch V8: 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

ALWAYS & FOREVER FAMILY COLLECTION

Action	Date	Response Date	Additional Information
Filed/Produite	2007/10/26		

Created/Cr��	2007/10/29	
Formalized/Formalis��e	2007/10/29	
Search Recorded/Recherche enregistr��e	2008/05/15	
Approved/Approuv��e	2008/05/22	
Extracted for Advertisement/Extrait pour Publication	2008/05/22	Vol.55 Issue 2797 2008/06/04
Advertised/Publ��e	2008/06/04	Vol.55 Issue 2797
Allowed/Admise	2008/08/22	
Allowance Notice Sent/Avls d'admission envoy��	2008/08/22	2009/02/22
Registered/Enregistr��e	2008/08/28	
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2013/08/26	Amended Security Agreement Placed on file / Voir Preuve au dossier/See evidence on File No. 1361994
Clerical Correction/Correction	2013/08/26	Clerical correction / Voir Preuve au dossier/See evidence on File No. 1361994
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2013/08/26	Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 1361994

APPL'N/DEM. NO 1,714,793

CATEGORY/CATÉGORIE:

Uncategorized
These trademarks have not been categorized.

STATUS/STATUT:

DEFAULT - SEARCHED/EN DÉFAUT - A FAIT L'OBJET D'UNE RECHERCHE

FILING DATE/DATE DE PRODUCTION:

11 fév/Feb 2015

CURRENT OWNER/PROPRIÉTAIRE COURANT:

J.S.N. JEWELLERY INC.
7-64 JARDIN DRIVE
CONCORD ONTARIO
L4K 3P3

REP FOR SERVICE/REP POUR SIGNIFICATION:

J.S.N. JEWELLERY INC.
7-64 JARDIN DRIVE
CONCORD
ONTARIO L4K 3P3
REFERENCE: Blush

TRADE-MARK/MARQUE DE COMMERCE:

► Blush Coloured Diamond Collection

WARES/MARCHANDISES:

(1) White, yellow and rose gold, silver and platinum jewellery (including earrings, rings, pendants, bangles, bracelets, brooches) set with coloured and/or white diamonds and/or coloured precious and/or semi-precious gems.

Proposed Use In CANADA.

FOOTNOTES/NOTES:

Security Agreement Placed on File/Accord de sécurité Inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 14 avr/Apr 2016

DATE OF CHANGE/DATE DE CHANGEMENT: 14 avr/Apr 2016

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC (the "Agent")

Voir Preuve au dossier/See evidence on File No. 1655752

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14

CDNameSearch V7: 14

CDNameSearch V8: 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

BLUSH COLOURED DIAMOND COLLECTION

COLORED

Action	Date	Response Date	Additional Information
Filed/Produite	2015/02/11		
Created/Créé	2015/02/11		
Formalized/Formalisée	2015/02/12		
Search Recorded/Recherche enregistrée	2015/10/06		
Examiner's First Report/Premier rapport de l'examineur	2015/10/08	2016/04/08	
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de licence	2016/04/14		Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 1655752
Default Notice Sent/Avls de défaut envoyé	2016/04/26	2016/06/26	

APPL'N/DEM. NO 1,469,402

CATEGORY/CATÉGORIE:Uncategorized
These trademarks have not been categorized.**STATUS/STATUT:**

ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36

FILING DATE/DATE DE PRODUCTION:

12 fév/Feb 2010

CURRENT OWNER/PROPRIÉTAIRE COURANT:J.S.N. JEWELLERY INC.
64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3**TRADE-MARK/MARQUE DE COMMERCE:**

► Bright Star

WARES/MARCHANDISES:

(1) 74/78 faceted specialty cut diamonds.

Proposed Use in CANADA.

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14

CDNameSearch V7: 14

CDNameSearch V8: 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

BRIGHT STAR

Action	Date	Response Date	Additional Information
Filed/Produite	2010/02/12		
Created/Créé	2010/02/12		
Formalized/Formalisée	2010/02/16		
Search Recorded/Recherche enregistrée	2010/05/17		
Examiner's First Report/Premier rapport de l'examineur	2010/05/19	2010/11/19	
Default Notice Sent/Avis de défaut envoyé	2010/12/07	2011/02/07	Defaulting Action Date: 2010/05/19
Abandoned - Section 36/Abandonnée - article 36	2011/03/01		

APPL'N/DEM. NO 1,583,861

CATEGORY/CATÉGORIE:Uncategorized
*These trademarks have not been categorized.***STATUS/STATUT:**

ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36

FILING DATE/DATE DE PRODUCTION:

27 juin/Jun 2012

CURRENT OWNER/PROPRIÉTAIRE COURANT:
 J.S.N. JEWELLERY INC.
 84 JARDIN DRIVE, UNIT 7
 CONCORD ONTARIO
 L4K 3P3

TRADE-MARK/MARQUE DE COMMERCE:

▶ Canada Star

WARES/MARCHANDISES:

(1) White, yellow & rose Jewellery (including earrings, rings, pendants, bracelets and brooches) set with Canadian diamonds and/or coloured precious and/or semi-precious gems

Used In CANADA since March 01, 2012.

FOOTNOTES/NOTES:

Amended Security Agreement Placed on file/Accord de sécurité modifié inscrit au dossier

DATE RECORDED/DATE CONSIGNÉE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC

Voir Preuve au dossier/See evidence on File No. 1361994

Security Agreement Placed on File/Accord de sécurité Inscrit au dossier

DATE RECORDED/DATE CONSIGNÉE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC,

Administrative Agent

Voir Preuve au dossier/See evidence on File No. 1361994

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14

CDNameSearch V7: 14

CDNameSearch V8: 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

CANADA STAR

Action	Date	Response Date	Additional Information
Filed/Produite	2012/06/27		
Created/Créé	2012/06/28		
Formalized/Formalisée	2012/07/11		
Search Recorded/Recherche enregistrée	2012/12/27		
Examiner's First Report/Premier rapport de l'examineur	2012/12/31	2013/06/30	
Default Notice Sent/Avis de défaut envoyé	2013/07/24	2013/09/24	
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de licence	2013/08/26		Amended Security Agreement Placed on file / Voir Preuve au dossier/See evidence on File No. 1361994

APPL'N/DEM. NO 1,583,861

Clerical Correction/Correction	2013/08/26		Clerical correction / Voir Preuve au dossier/See evidence on File No. 1361994
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2013/08/26		Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 1361994
Remove Default/Défaut enlevé	2013/12/27		
Correspondence Created/Correspondance créée	2013/12/27	2014/06/27	
Default Notice Sent/Avls de défaut envoyé	2014/07/15	2014/09/15	
Abandoned - Section 36/Abandonnée - article 36	2014/10/07		

838

Item 6 of 31

APPL'N/DEM. NO 1,539,358

CATEGORY/CATÉGORIE:

Uncategorized
These trademarks have not been categorized.



STATUS/STATUT:

ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36

FILING DATE/DATE DE PRODUCTION:

11 août/Aug 2011

CURRENT OWNER/PROPRIÉTAIRE COURANT:
J.S.N. JEWELLERY INC.
64 JARDIN DRIVE
UNIT 7
CONCORD ONTARIO
L4K 3P3

TRADE-MARK/MARQUE DE COMMERCE:

➤ Canadian Floating Diamond

WARES/MARCHANDISES:

(1) Specialty setting made of white gold, yellow gold, silver or platinum to create the illusion that the gemstone which maybe a diamond, precious or semi-precious stone placed in a bezel or claw setting is floating.

Used in CANADA since February 01, 2009.

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14

CDNameSearch V7: 14

CDNameSearch V8: 14 19

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

CANADIAN FLOATING DIAMOND

Action	Date	Response Date	Additional Information
Filed/Produite	2011/08/11		
Created/Créé	2011/08/12		
Formalized/Formalisée	2011/08/22		
Search Recorded/Recherche enregistrée	2012/02/09		
Examiner's First Report/Premier rapport de l'examineur	2012/02/09	2012/08/09	
Default Notice Sent/Avis de défaut envoyé	2012/08/28	2012/10/28	
Abandoned - Section 36/Abandonnée - article 36	2012/11/20		

APPL'N/DEM. NO 1,427,477

REGISTRATION/ENREGISTREMENT NO TMA785,154
Item 7 of 31

CATEGORY/CATÉGORIE:

Uncategorized
These trademarks have not been categorized.



STATUS/STATUT:

REGISTERED/ENREGISTRÉE

FILING DATE/DATE DE PRODUCTION:

11 fév/Feb 2009

REGISTRATION DATE/DATE D'ENREGISTREMENT:

16 déc/Dec 2010

CURRENT OWNER/PROPRIETAIRE COURANT:

J.S.N. JEWELLERY INC.
64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3

TRADE-MARK/MARQUE DE COMMERCE:

► Canadian Ice Diamonds

WARES/MARCHANDISES:

(1) White, yellow & rose Jewellery(Including earrings, rings, pendants, bracelets and brooches) set with Canadian diamonds and/or coloured precious and/or semi-precious gems.

Declaration of Use filed December 16, 2010.

FOOTNOTES/NOTES:

Amended Security Agreement Placed on file/Accord de sécurité modifié inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC

Voir Preuve au dossier/See evidence on File No. 1361994

CHANGE IN TITLE/CHANGEMENT EN TITRE:

TYPE OF CHANGE/GENRE DE CHANGEMENT: Clerical correction/Correction

DATE REGISTERED/DATE DE L'ENREGISTREMENT: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: To remove the entry recorded on 2013/08/26.

Voir Preuve au dossier/See evidence on File No. 1361994

Security Agreement Placed on File/Accord de sécurité inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC,

Administrative Agent

Voir Preuve au dossier/See evidence on File No. 1361994

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14

CDNameSearch V7: 14

CDNameSearch V8: 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

CANADIAN ICE DIAMONDS

Action	Date	Response Date	Additional Information
Filed/Produite	2009/02/11		

APPL'N/DEM. NO 1,427,477

REGISTRATION/ENREGISTREMENT NO TMA785,154

Created/Cr��	2009/02/11	
Formalized/Formalis��	2009/02/13	
Search Recorded/Recherche enregistr��e	2009/09/24	
Approval Notice Sent/Avis d'approbation envoy��	2009/09/24	2009/10/22
Approved/Approuv��e	2009/11/12	APPROVED BY PROGRAM EX200M1
Extracted for Advertisement/Extrait pour Publication	2009/11/13	Vol.56 Issue 2873 2009/11/18
Advertised/Publi��e	2009/11/18	Vol.56 Issue 2873
Allowed/Admise	2010/03/05	
Allowance Notice Sent/Avis d'admission envoy��	2010/03/05	2012/02/11
Registered/Enregistr��e	2010/12/16	
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2013/08/26	Amended Security Agreement Placed on file / Voir Preuve au dossier/See evidence on File No. 1361994
Clerical Correction/Correction	2013/08/26	Clerical correction / Voir Preuve au dossier/See evidence on File No. 1361994
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2013/08/26	Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 1361994

APPL'N/DEM. NO 1,714,794

CATEGORY/CATÉGORIE:

Uncategorized
These trademarks have not been categorized.



STATUS/STATUT:

ALLOWED/ADMISE

FILING DATE/DATE DE PRODUCTION:

11 fév/Feb 2015

CURRENT OWNER/PROPRIETAIRE COURANT:

J.S.N. JEWELLERY INC.
7-64 JARDIN DRIVE
CONCORD ONTARIO
L4K 3P3

REP FOR SERVICE/REP POUR SIGNIFICATION:

J.S.N. JEWELLERY INC.
7-64 JARDIN DRIVE
CONCORD
ONTARIO L4K 3P3
REFERENCE: Colour Couture

TRADE-MARK/MARQUE DE COMMERCE:

► Colour Couture Diamond Collection

WARES/MARCHANDISES:

(1) White, yellow and rose gold, silver and platinum Jewellery (including earrings, rings, pendants, bangles, bracelets, brooches) set with coloured and/or white diamonds and/or coloured precious and/or semi- precious gems.

Proposed Use in CANADA.

FOOTNOTES/NOTES:

Security Agreement Placed on File/Accord de sécurité Inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 14 avr/Apr 2016

DATE OF CHANGE/DATE DE CHANGEMENT: 14 avr/Apr 2016

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC (the "Agent")

Voir Preuve au dossier/See evidence on File No. 1655752

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14

CDNameSearch V7: 14

CDNameSearch V8: 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

COLOUR COUTURE DIAMOND COLLECTION

COLOR


Action	Date	Response Date	Additional Information
Filed/Produite	2015/02/11		
Created/Créé	2015/02/11		
Formalized/Formalisée	2015/02/12		
Search Recorded/Recherche enregistrée	2015/10/01		
Approval Notice Sent/Avis d'approbation envoyé	2015/10/01	2015/10/29	
Approved/Approuvée	2015/11/19		APPROVED BY PROGRAM EX200M1
Extracted for Advertisement/Extrait pour Publication	2015/12/04		Vol.62 Issue 3189 2015/12/09
Advertised/Publiée	2015/12/09		Vol.62 Issue 3189
Allowed/Admise	2016/03/29		

APPL'N/DEM. NO 1,714,794

Allowance Notice Sent/Avis d'admission envoyé	2016/03/29	2018/02/11	
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2016/04/14		Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 1655762

APPL'N/DEM. NO 1,621,752

CATEGORY/CATÉGORIE:

Uncategorized 
These trademarks have not been categorized.

STATUS/STATUT:

ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36

FILING DATE/DATE DE PRODUCTION:

09 avr/Apr 2013

CURRENT OWNER/PROPRIÉTAIRE COURANT:
 J.S.N. JEWELLERY INC.
 64 JARDIN DRIVE, UNIT 7
 CONCORD ONTARIO
 L4K 3P3

TRADE-MARK/MARQUE DE COMMERCE:

▶ Diamond Blossom Cut

WARES/MARCHANDISES:

(1) 104 facet diamond cut

Used In CANADA since January 01, 2013.

FOOTNOTES/NOTES:

Amended Security Agreement Placed on file/Accord de sécurité modifié inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC

Voir Preuve au dossier/See evidence on File No. 1361994

Security Agreement Placed on File/Accord de sécurité inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC,

Administrative Agent

Voir Preuve au dossier/See evidence on File No. 1361994

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14

CDNameSearch V7: 14

CDNameSearch V8: 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

DIAMOND BLOSSOM CUT

Action	Date	Response Date	Additional Information
Filed/Produite	2013/04/09		
Created/Créé	2013/04/10		
Formalized/Formalisée	2013/04/11		
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de licence	2013/08/26		Amended Security Agreement Placed on file / Voir Preuve au dossier/See evidence on File No. 1361994
Clerical Correction/Correction	2013/08/26		Clerical correction / Voir Preuve au dossier/See evidence on File No. 1361994
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de licence	2013/08/26		Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 1361994
Search Recorded/Recherche enregistrée	2013/12/11		


APPL'N/DEM. NO 1,621,752

Examiner's First Report/Premier rapport de l'examineur	2013/12/19	2014/06/19
Default Notice Sent/Avis de défaut envoyé	2014/07/08	2014/09/08
Abandoned - Section 36/Abandonnée - article 36	2014/09/30	

APPL'N/DEM. NO 1,705,838

Item 10 of 31

CATEGORY/CATÉGORIE:

Uncategorized 
These trademarks have not been categorized.

STATUS/STATUT:

ALLOWED/ADMISE

FILING DATE/DATE DE PRODUCTION:

04 déc/Dec 2014

CURRENT OWNER/PROPRIETAIRE COURANT:
J.S.N. JEWELLERY INC.
7-64 JARDIN DRIVE
CONCORD ONTARIO
L4K 3P3

REP FOR SERVICE/REP POUR SIGNIFICATION:
J.S.N. JEWELLERY INC.
7-64 JARDIN DRIVE
CONCORD
ONTARIO L4K 3P3

TRADE-MARK/MARQUE DE COMMERCE:
► Diamond Vibes Diamond Collection

WARES/MARCHANDISES:

(1) Platinum or 10kt, 14kt, 18kt yellow, white or rose gold jewellery (including earrings, rings, pendants, bracelets and brooches) set with diamonds and/or semi-precious stones.

Proposed Use in CANADA.

FOOTNOTES/NOTES:

Security Agreement Placed on File/Accord de sécurité inscrit au dossier
DATE RECORDED/DATE CONSIGNEE: 14 avr/Apr 2016
DATE OF CHANGE/DATE DE CHANGEMENT: 14 avr/Apr 2016
COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC (the "Agent")
Voir Preuve au dossier/See evidence on File No. 1655752

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14
CDNameSearch V7: 14
CDNameSearch V8: 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:
DIAMOND VIBES DIAMOND COLLECTION

Action	Date	Response Date	Additional Information
Filed/Produite	2014/12/04		
Created/Créé	2014/12/05		
Formalized/Formalisée	2014/12/08		
Search Recorded/Recherche enregistrée	2015/07/15		
Approval Notice Sent/Avls d'approbation envoyé	2015/07/15	2015/08/12	
Approved/Approuvée	2015/09/03		APPROVED BY PROGRAM EX200M1
Extracted for Advertisement/Extrait pour Publication	2015/09/04		Vol.62 Issue 3176 2015/09/09
Advertised/Publée	2015/09/09		Vol.62 Issue 3176
Allowed/Admise	2015/12/24		
Allowance Notice Sent/Avls d'admission envoyé	2015/12/24	2017/12/04	

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Item 10 of 31

APPL'N/DEM. NO 1,705,838

Record Security Interest / License
Agreement/Enregistrement Garantie /
Entente de license

2016/04/14

Security Agreement Placed on File / Voir
Preuve au dossier/See evidence on File
No. 1656752

APPL'N/DEM. NO 1,361,994

Item 11 of 31
REGISTRATION/ENREGISTREMENT NO TMA718,766

CATEGORY/CATÉGORIE:

Uncategorized
These trademarks have not been categorized.

STATUS/STATUT:

REGISTERED/ENREGISTRÉE

FILING DATE/DATE DE PRODUCTION:

27 août/Aug 2007

REGISTRATION DATE/DATE D'ENREGISTREMENT:

17 juillet/Jul 2008

CURRENT OWNER/PROPRIÉTAIRE COURANT:

J.S.N. JEWELLERY INC.
64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3

REP FOR SERVICE/REP POUR SIGNIFICATION:

DAVID A. STEIN
5075 YONGE STREET
SUITE 800
TORONTO
ONTARIO M2N 6C6
416-225-5007
REFERENCE: 17043

TRADE-MARK/MARQUE DE COMMERCE:

► ELITE COLLECTION

WARES/MARCHANDISES:

(1) Rings, pendants, bracelets, earrings, necklaces, and cuff links.

Used in CANADA since May 01, 2007.

ASSOCIATED MARKS/MARQUES LIEES:

TMA722,723

FOOTNOTES/NOTES:

Amended Security Agreement Placed on file/Accord de sécurité modifié
inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC

Voir Preuve au dossier/See evidence on File No. 1361994

CHANGE IN TITLE/CHANGEMENT EN TITRE:

TYPE OF CHANGE/GENRE DE CHANGEMENT: Clerical
correction/Correction

DATE REGISTERED/DATE DE L'ENREGISTREMENT: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: To remove the entry recorded on
2013/08/26.

Voir Preuve au dossier/See evidence on File No. 1361994

Security Agreement Placed on File/Accord de sécurité Inscrit au
dossier

DATE RECORDED/DATE CONSIGNEE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC,

Administrative Agent

Voir Preuve au dossier/See evidence on File No. 1361994

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14

CDNameSearch V7: 14

CDNameSearch V8: 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

ELITE COLLECTION

Action	Date	Response Date	Additional Information
Filed/Produite	2007/08/27		
Created/Cr��	2007/08/31		
Formalized/Formalis��	2007/09/24		
Agent Changed/Changement d'agent	2008/03/04		From: To: 7196
Search Recorded/Recherche enregistr��e	2008/03/04		
Approved/Approuv��e	2008/03/20		
Extracted for Advertisement/Extrait pour Publication	2008/04/03		Vol.55 Issue 2790 2008/04/16
Advertised/Publ��e	2008/04/16		Vol.55 Issue 2790
Allowed/Admise	2008/07/04		
Allowance Notice Sent/Avls d'admission envoy��	2008/07/04	2009/01/04	
Registered/Enregistr��e	2008/07/17		
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2013/08/28		Amended Security Agreement Placed on file / Voir Preuve au dossier/See evidence on File No. 1361994
Clerical Correction/Correction	2013/08/28		Clerical correction / Voir Preuve au dossier/See evidence on File No. 1361994
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2013/08/28		Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 1361994

APPL'N/DEM. NO 1,539,353

CATEGORY/CATÉGORIE:

Uncategorized
These trademarks have not been categorized.



STATUS/STATUT:

ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36

FILING DATE/DATE DE PRODUCTION:

11 août/Aug 2011

CURRENT OWNER/PROPRIÉTAIRE COURANT:

J.S.N. JEWELLERY INC.
 64 JARDIN DRIVE
 UNIT 7
 CONCORD ONTARIO
 L4K 3P3

TRADE-MARK/MARQUE DE COMMERCE:

► Floating Diamond

WARES/MARCHANDISES:

(1) Specialty setting made of white gold, yellow gold, silver or platinum to create the illusion that the gemstone which maybe a diamond, precious or semi-precious stone placed in a bezel or claw setting is floating.

Used in CANADA since February 01, 2009.

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14
 CDNameSearch V7: 14
 CDNameSearch V8: 14 19

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

FLOATING DIAMOND

Action	Date	Response Date	Additional Information
Filed/Produite	2011/08/11		
Created/Créé	2011/08/12		
Formalized/Formalisée	2011/08/22		
Search Recorded/Recherche enregistrée	2012/02/09		
Examiner's First Report/Premier rapport de l'examineur	2012/02/09	2012/08/09	
Default Notice Sent/Avis de défaut envoyé	2012/08/28	2012/10/28	
Abandoned - Section 36/Abandonnée - article 36	2012/11/20		

APPL'N/DEM. NO 1,706,014

CATEGORY/CATÉGORIE:Uncategorized
These trademarks have not been categorized.**STATUS/STATUT:**

ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36

FILING DATE/DATE DE PRODUCTION:

05 déc/Dec 2014

CURRENT OWNER/PROPRIÉTAIRE COURANT:J.S.N. JEWELLERY INC.
7-64 JARDIN DRIVE
CONCORD ONTARIO
L4K 3P3**REP FOR SERVICE/REP POUR SIGNIFICATION:**J.S.N. JEWELLERY INC.
64 JARDIN DRIVE, UNIT. 7
CONCORD
ONTARIO L4K 3P3**TRADE-MARK/MARQUE DE COMMERCE:**

➤ Forever Designer Diamond Bridal Collection

WARES/MARCHANDISES:

(1) Platinum or 10kt, 14kt, 18kt yellow, white or rose gold jewellery (including earrings, rings, pendants, bracelets and brooches) set with diamonds and/or semi-precious stones.

Proposed Use in CANADA.

FOOTNOTES/NOTES:

Security Agreement Placed on File/Accord de sécurité inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 14 avr/Apr 2016

DATE OF CHANGE/DATE DE CHANGEMENT: 14 avr/Apr 2016

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC (the "Agent")

Voir Preuve au dossier/See evidence on File No. 1655752

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14

CDNameSearch V7: 14

CDNameSearch V8: 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

FOREVER DESIGNER DIAMOND BRIDAL COLLECTION

Action	Date	Response Date	Additional Information
Filed/Produite	2014/12/06		
Created/Créé	2014/12/08		
Formalized/Formalisée	2014/12/10		
Search Recorded/Recherche enregistrée	2015/07/20		
Examiner's First Report/Premier rapport de l'examineur	2015/07/20	2016/01/20	
Default Notice Sent/Avis de défaut envoyé	2016/02/09	2016/04/09	
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de licence	2016/04/14		Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 1655752
Abandoned - Section 36/Abandonnée - article 36	2016/05/03		

APPL'N/DEM. NO 1,551,803

CATEGORY/CATÉGORIE:

Uncategorized
These trademarks have not been categorized.



STATUS/STATUT:

ABANDONED - SECTION 40(3)/ABANDONNÉE - PARAGRAPHE 40(3)

FILING DATE/DATE DE PRODUCTION:

14 nov/Nov 2011

CURRENT OWNER/PROPRIÉTAIRE COURANT:

J.S.N. JEWELLERY INC.
 64 JARDIN DRIVE, UNIT 7
 CONCORD ONTARIO
 L4K 3P3

TRADE-MARK/MARQUE DE COMMERCE:

► Forever Gold

WARES/MARCHANDISES:

(1) Electroform 9kt, 10kt, 14kt or 18kt gold jewellery filled/bonded/fused with silver/titanium alloy mix.

Proposed Use in CANADA.

FOOTNOTES/NOTES:

Amended Security Agreement Placed on file/Accord de sécurité modifié
 Inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC

Voir Preuve au dossier/See evidence on File No. 1361994

Security Agreement Placed on File/Accord de sécurité Inscrit au
 dossier

DATE RECORDED/DATE CONSIGNEE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC,

Administrative Agent

Voir Preuve au dossier/See evidence on File No. 1361994

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14

CDNameSearch V7: 06 07 09 14

CDNameSearch V8: 06 07 09 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

FOREVER GOLD

Action	Date	Response Date	Additional Information
Filed/Produite	2011/11/14		
Created/Créé	2011/11/14		
Formalized/Formalisée	2011/11/16		
Search Recorded/Recherche enregistrée	2012/05/14		
Approval Notice Sent/Avis d'approbation envoyé	2012/05/14	2012/06/11	
Approved/Approuvée	2012/07/05		APPROVED BY PROGRAM EX200M1
Extracted for Advertisement/Extrait pour Publication	2012/07/06		Vol.59 Issue 3011 2012/07/11
Advertised/Publée	2012/07/11		Vol.59 Issue 3011
Allowed/Admise	2012/10/26		

APPL'N/DEM. NO 1,551,803

Allowance Notice Sent/Avis d'admission envoyé	2012/10/26	2014/11/14	
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2013/08/26		Amended Security Agreement Placed on file / Voir Preuve au dossier/See evidence on File No. 1361994
Clerical Correction/Correction	2013/08/26		Clerical correction / Voir Preuve au dossier/See evidence on File No. 1361994
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2013/08/26		Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 1361994
Abandoned - Section 40(3)/Abandonnée - paragraphe 40(3)	2014/12/03		

APPL'N/DEM. NO 1,666,827

CATEGORY/CATÉGORIE:Uncategorized
These trademarks have not been categorized.**STATUS/STATUT:**

ALLOWED/ADMISE

FILING DATE/DATE DE PRODUCTION:

07 mars/Mar 2014

CURRENT OWNER/PROPRIÉTAIRE COURANT:J.S.N. JEWELLERY INC.
64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4P 2L9**TRADE-MARK/MARQUE DE COMMERCE:**

► Forever Loved Diamond Collection

WARES/MARCHANDISES:

(1) White, yellow and rose gold, silver and platinum jewellery (including earrings, rings, pendants, bracelets, brooches) set with diamonds and/or coloured precious and/or semi-precious gems.

Proposed Use in CANADA.

FOOTNOTES/NOTES:

Security Agreement Placed on File/Accord de sécurité inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 14 avr/Apr 2016

DATE OF CHANGE/DATE DE CHANGEMENT: 14 avr/Apr 2016

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC (the "Agent")

Voir Preuve au dossier/See evidence on File No. 1655752

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14

CDNameSearch V7: 14

CDNameSearch V8: 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

FOREVER LOVED DIAMOND COLLECTION

Action	Date	Response Date	Additional Information
Filed/Produite	2014/03/07		
Created/Créé	2014/03/07		
Formalized/Formalisée	2014/03/10		
Search Recorded/Recherche enregistrée	2014/10/17		
Approval Notice Sent/Avs d'approbation envoyé	2014/10/17	2014/11/14	
Approved/Approuvée	2014/12/04		APPROVED BY PROGRAM EX200M1
Extracted for Advertisement/Extrait pour Publication	2014/12/05		Vol.61 Issue 3137 2014/12/10
Advertised/Publiée	2014/12/10		Vol.61 Issue 3137
Allowed/Admise	2015/03/27		
Allowance Notice Sent/Avs d'admission envoyé	2015/03/27	2017/03/07	
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de licence	2016/04/14		Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 1655752

APPL'N/DEM. NO 1,503,153

CATEGORY/CATÉGORIE:

Uncategorized

These trademarks have not been categorized.

STATUS/STATUT:

ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36

FILING DATE/DATE DE PRODUCTION:

09 nov/Nov 2010

CURRENT OWNER/PROPRIÉTAIRE COURANT:

J.S.N. JEWELLERY INC.
64 JARDIN DRIVE
UNIT 7
CONCORD ONTARIO
L4K 3P3

TRADE-MARK/MARQUE DE COMMERCE:

▶ Halo Diamond Collection

WARES/MARCHANDISES:

(1) Gold, platinum and/or silver jewellery (including earrings, rings, pendants, bracelets and brooches in Platinum, Silver or 9kt, 10kt, 14kt, 18kt gold set with diamonds and/or coloured precious and/or semi-precious gems).

Proposed Use in CANADA.

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14

CDNameSearch V7: 06 14

CDNameSearch V8: 06 14


INDEX HEADINGS/RUBRIQUES DE L'INDEX:

HALO DIAMOND COLLECTION

Action	Date	Response Date	Additional Information
Filed/Produite	2010/11/09		
Created/Créé	2010/11/10		
Formalized/Formalisée	2010/11/17		
Search Recorded/Recherche enregistrée	2011/03/17		
Examiner's First Report/Premier rapport de l'examineur	2011/03/22	2011/09/22	
Default Notice Sent/Avls de défaut envoyé	2011/10/11	2011/12/11	
Abandoned - Section 36/Abandonnée - article 36	2012/01/03		

APPL'N/DEM. NO 1,705,833

CATEGORY/CATÉGORIE:

Uncategorized 
These trademarks have not been categorized.

STATUS/STATUT:

ALLOWED/ADMISE

FILING DATE/DATE DE PRODUCTION:

04 déc/Dec 2014

CURRENT OWNER/PROPRIETAIRE COURANT:
J.S.N. JEWELLERY INC.
7-64 JARDIN DRIVE
CONCORD ONTARIO
L4K 3P3

REP FOR SERVICE/REP POUR SIGNIFICATION:
J.S.N. JEWELLERY INC.
7-64 JARDIN DRIVE
CONCORD
ONTARIO L4K 3P3

TRADE-MARK/MARQUE DE COMMERCE:

► Ice Beats Diamond Collection

WARES/MARCHANDISES:

(1) Platinum or 10kt, 14kt, 18kt yellow, white or rose gold jewellery (including earrings, rings, pendants, bracelets and brooches) set with diamonds and/or semi-precious stones.

Proposed Use in CANADA.

FOOTNOTES/NOTES:

Security Agreement Placed on File/Accord de sécurité Inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 14 avr/Apr 2016

DATE OF CHANGE/DATE DE CHANGEMENT: 14 avr/Apr 2016

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC (the "Agent")

Voir Preuve au dossier/See evidence on File No. 1655752

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14
CDNameSearch V7: 14
CDNameSearch V8: 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

ICE BEATS DIAMOND COLLECTION

Action	Date	Response Date	Additional Information
Filed/Produite	2014/12/04		
Created/Créé	2014/12/05		
Formalized/Formalisée	2014/12/08		
Search Recorded/Recherche enregistrée	2015/07/15		
Approval Notice Sent/Avis d'approbation envoyé	2015/07/15	2015/08/12	
Approved/Approuvée	2015/09/03		APPROVED BY PROGRAM EX200M1
Extracted for Advertisement/Extrait pour Publication	2015/09/18		Vol.62 Issue 3178 2015/09/23
Advertised/Publiée	2015/09/23		Vol.62 Issue 3178
Allowed/Admise	2016/01/08		
Allowance Notice Sent/Avis d'admission envoyé	2016/01/08	2017/12/04	

APPL'N/DEM. NO 1,705,833

Record Security Interest / License
Agreement/Enregistrement Garantie /
Entente de license

2016/04/14


Security Agreement Placed on File / Voir
Preuve au dossier/See evidence on File
No. 1655752

APPL'N/DEM. NO 1,368,881

REGISTRATION/ENREGISTREMENT NO TMA724,749

Item 18 of 31

CATEGORY/CATÉGORIE:

Uncategorized 
These trademarks have not been categorized.

STATUS/STATUT:

REGISTERED/ENREGISTRÉE

FILING DATE/DATE DE PRODUCTION:

24 oct/Oct 2007

REGISTRATION DATE/DATE D'ENREGISTREMENT:

29 sept/Sep 2008

CURRENT OWNER/PROPRIÉTAIRE COURANT:

J.S.N. JEWELLERY INC.
64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3

TRADE-MARK/MARQUE DE COMMERCE:

▶ LuLu Diamond & Gold Collection

WARES/MARCHANDISES:

(1) White, Yellow & Rose gold jewellery (including earrings, pendants, bracelets, rings and brooches) set with diamonds and/or coloured precious and/or semi-precious gems.

Declaration of Use filed September 29, 2008.

FOOTNOTES/NOTES:

Amended Security Agreement Placed on file/Accord de sécurité modifié
Inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC

Voir Preuve au dossier/See evidence on File No. 1361994

CHANGE IN TITLE/CHANGEMENT EN TITRE:

TYPE OF CHANGE/GENRE DE CHANGEMENT: Clerical
correction/Correction

DATE REGISTERED/DATE DE L'ENREGISTREMENT: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: To remove the entry recorded on
2013/08/26.

Voir Preuve au dossier/See evidence on File No. 1361994

Security Agreement Placed on File/Accord de sécurité inscrit au
dossier

DATE RECORDED/DATE CONSIGNEE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC,

Administrative Agent

Voir Preuve au dossier/See evidence on File No. 1361994

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14

CDNameSearch V7: 14

CDNameSearch V8: 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

LULU DIAMOND & GOLD COLLECTION

Action	Date	Response Date	Additional Information
Filed/Produite	2007/10/24		

Created/Créé	2007/10/24	
Formalized/Formalisée.	2007/10/25	
Search Recorded/Recherche enregistrée	2008/05/29	
Approved/Approuvée	2008/06/09	
Extracted for Advertisement/Extrait pour Publication	2008/06/19	Vol.55 Issue 2801 2008/07/02
Advertised/Publée	2008/07/02	Vol.55 Issue 2801
Allowed/Admise	2008/09/19	
Allowance Notice Sent/Avis d'admission envoyé	2008/09/19	2010/10/24
Registered/Enregistrée	2008/09/29	
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2013/08/26	Amended Security Agreement Placed on file / Voir Preuve au dossier/See evidence on File No. 1361994
Clerical Correction/Correction	2013/08/26	Clerical correction / Voir Preuve au dossier/See evidence on File No. 1361994
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2013/08/26	Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 1361994

APPL'N/DEM. NO 1,369,344

CATEGORY/CATÉGORIE:

Uncategorized

*These trademarks have not been categorized.***STATUS/STATUT:**

ABANDONED - SECTION 40(3)/ABANDONNÉE - PARAGRAPHE 40(3)

FILING DATE/DATE DE PRODUCTION:

28 oct/Oct 2007

CURRENT OWNER/PROPRIÉTAIRE COURANT:

J.S.N. JEWELLERY INC.
84 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3

TRADE-MARK/MARQUE DE COMMERCE:

➤ My Diamonds - Diamond & Gold Collection

WARES/MARCHANDISES:

(1) White, yellow & rose gold jewellery (including earrings, rings, pendants, bracelets and brooches) set with diamonds and/or coloured precious and/or semi-precious gems.

Proposed Use in CANADA.

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14

CDNameSearch V7: 14

CDNameSearch V8: 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

MY DIAMONDS - DIAMOND & GOLD COLLECTION

Action	Date	Response Date	Additional Information
Filed/Produite	2007/10/26		
Created/Créé	2007/10/29		
Formalized/Formalisée	2007/10/29		
Search Recorded/Recherche enregistrée	2008/05/29		
Approved/Approuvée	2008/06/05		
Extracted for Advertisement/Extrait pour Publication	2008/06/05		Vol.55 Issue 2799 2008/06/18
Advertised/Publée	2008/06/18		Vol.55 Issue 2799
Allowed/Admise	2008/09/05		
Allowance Notice Sent/Avls d'admission envoyé	2008/09/05	2010/10/26	
Abandoned - Section 40(3)/Abandonnée - paragraphe 40(3)	2010/11/17		

APPL'N/DEM. NO 1,613,171

CATEGORY/CATÉGORIE:Uncategorized
These trademarks have not been categorized.**STATUS/STATUT:**

ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36

FILING DATE/DATE DE PRODUCTION:

07 fév/Feb 2013

CURRENT OWNER/PROPRIÉTAIRE COURANT:
J.S.N. JEWELLERY INC.
64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3**TRADE-MARK/MARQUE DE COMMERCE:**

► Nature's best diamonds

WARES/MARCHANDISES:

(1) Canadian diamonds

Used In CANADA since January 01, 2013.

FOOTNOTES/NOTES:Amended Security Agreement Placed on file/Accord de sécurité modifié
Inscrit au dossier
DATE RECORDED/DATE CONSIGNEE: 26 août/Aug 2013
DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013
COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC
Voir Preuve au dossier/See evidence on File No. 1361994Security Agreement Placed on File/Accord de sécurité inscrit au
dossier
DATE RECORDED/DATE CONSIGNEE: 26 août/Aug 2013
DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013
COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC,
Administrative Agent
Voir Preuve au dossier/See evidence on File No. 1361994**WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:**Industry Canada: 14
CDNameSearch V7: 14
CDNameSearch V8: 14**INDEX HEADINGS/RUBRIQUES DE L'INDEX:**

NATURE'S BEST DIAMONDS

Action	Date	Response Date	Additional Information
Filed/Produite	2013/02/07		
Created/Créé	2013/02/08		
Formalized/Formalisée	2013/02/11		
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2013/08/26		Amended Security Agreement Placed on file / Voir Preuve au dossier/See evidence on File No. 1361994
Clerical Correction/Correction	2013/08/26		Clerical correction / Voir Preuve au dossier/See evidence on File No. 1361994
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2013/08/26		Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 1361994
Search Recorded/Recherche enregistrée	2013/09/26		

APPL'N/DEM. NO 1,613,171

Approval Notice Sent/Avis d'approbation envoyé	2013/09/26	2013/10/24	
Approved/Approuvée	2013/11/14		APPROVED BY PROGRAM EX200M1
Extracted for Advertisement/Extrait pour Publication	2013/11/15		Vol.60 Issue 3082 2013/11/20
Advertised/Publée	2013/11/20		Vol.60 Issue 3082
Allowed/Admise	2014/03/07		
Allowance Notice Sent/Avis d'admission envoyé	2014/03/07	2014/09/07	
Default Notice Sent/Avis de défaut envoyé	2014/10/01	2014/12/01	
Abandoned - Section 36/Abandonnée - article 36	2014/12/24		

862

APPL'N/DEM. NO 1,469,403

Item 21 of 31
REGISTRATION/ENREGISTREMENT NO TMA785,156

CATEGORY/CATÉGORIE:

Uncategorized
These trademarks have not been categorized.



STATUS/STATUT:

REGISTERED/ENREGISTRÉE

FILING DATE/DATE DE PRODUCTION:

12 fév/Feb 2010

REGISTRATION DATE/DATE D'ENRÉGISTREMENT:

16 déc/Dec 2010

CURRENT OWNER/PROPRIÉTAIRE COURANT:

J.S.N. JEWELLERY INC.
64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3

TRADE-MARK/MARQUE DE COMMERCE:

► Passionate Heart

WARES/MARCHANDISES:

(1) 74/78 faceted specialty cut diamonds.

Declaration of Use filed December 16, 2010.

FOOTNOTES/NOTES:

Amended Security Agreement Placed on file/Accord de sécurité modifié
Inscrit au dossier

DATE RECORDED/DATE CONSIGNÉE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC

Voir Preuve au dossier/See evidence on File No. 1361994

CHANGE IN TITLE/CHANGEMENT EN TITRE:

TYPE OF CHANGE/GENRE DE CHANGEMENT: Clerical
correction/Correction

DATE REGISTERED/DATE DE L'ENREGISTREMENT: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: To remove the entry recorded on
2013/08/26.

Voir Preuve au dossier/See evidence on File No. 1361994

Security Agreement Placed on File/Accord de sécurité Inscrit au
dossier

DATE RECORDED/DATE CONSIGNÉE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC,

Administrative Agent

Voir Preuve au dossier/See evidence on File No. 1361994

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14

CDNameSearch V7: 14

CDNameSearch V8: 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

PASSIONATE HEART

Action	Date	Response Date	Additional Information
Filed/Produite	2010/02/12		
Created/Créé	2010/02/12		


APPL'N/DEM. NO 1,469,403

Item 21 of 31
REGISTRATION/ENREGISTREMENT NO TMA785,155

Formalized/Formalisée	2010/02/16		
Search Recorded/Recherche enregistrée	2010/05/17		
Approval Notice Sent/Avis d'approbation envoyé	2010/05/19	2010/06/16	
Approved/Approuvée	2010/07/08		APPROVED BY PROGRAM EX200M1
Extracted for Advertisement/Extrait pour Publication	2010/07/09		Vol.57 Issue 2907 2010/07/14
Advertised/Publée	2010/07/14		Vol.57 Issue 2907
Allowed/Admise	2010/10/29		
Allowance Notice Sent/Avis d'admission envoyé	2010/10/29	2013/02/12	
Registered/Enregistrée	2010/12/16		
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2013/08/26		Amended Security Agreement Placed on file / Voir Preuve au dossier/See evidence on File No. 1361994
Clerical Correction/Correction	2013/08/26		Clerical correction / Voir Preuve au dossier/See evidence on File No. 1361994
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2013/08/26		Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 1361994

APPL'N/DEM. NO 1,651,861

CATEGORY/CATÉGORIE:

Uncategorized 
These trademarks have not been categorized.

STATUS/STATUT:

ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36

FILING DATE/DATE DE PRODUCTION:

13 nov/Nov 2013

CURRENT OWNER/PROPRIÉTAIRE COURANT:
 J.S.N. JEWELLERY INC.
 64 JARDIN DRIVE
 UNIT 7
 CONCORD ONTARIO
 L4K 3P3

TRADE-MARK/MARQUE DE COMMERCE:

➤ Royal Princess Diamond Collections

WARES/MARCHANDISES:

(1) Invisible set princess cut diamonds set together in center stone position on a ring or pendant of 9kt, 10kt, 14kt or 18kt yellow, white or rose gold with diamond accents.

Proposed Use In CANADA.

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14
 CDNameSearch V7: 14
 CDNameSearch V8: 14 19

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

ROYAL PRINCESS DIAMOND COLLECTIONS

Action	Date	Response Date	Additional Information
Filed/Produite	2013/11/13		
Created/Créé	2013/11/14		
Formalized/Formalisée	2013/11/14		
Search Recorded/Recherche enregistrée	2014/07/18		
Examiner's First Report/Premier rapport de l'examineur	2014/08/13	2015/02/13	
Default Notice Sent/Avis de défaut envoyé	2015/03/03	2015/05/03	
Abandoned - Section 36/Abandonnée - article 36	2015/05/26		

APPL'N/DEM. NO 1,551,802

CATEGORY/CATÉGORIE:

Uncategorized
These trademarks have not been categorized.

STATUS/STATUT:

ABANDONED - SECTION 40(3)/ABANDONNÉE - PARAGRAPHE 40(3)

FILING DATE/DATE DE PRODUCTION:

14 nov/Nov 2011

CURRENT OWNER/PROPRIÉTAIRE COURANT:

J.S.N. JEWELLERY INC.
64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3

TRADE-MARK/MARQUE DE COMMERCE:

► Sempre Oro

The translation of Sempre Oro as provided by applicant is forever gold.

WARES/MARCHANDISES:

(1) Electroform 9kt, 10kt, 14kt or 18kt gold jewellery filled/bonded/fused with silver/titanium alloy mix.

Proposed Use in CANADA.

FOOTNOTES/NOTES:

Amended Security Agreement Placed on file/Accord de sécurité modifié inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC
Voir Preuve au dossier/See evidence on File No. 1361994

Security Agreement Placed on File/Accord de sécurité inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC,
Administrative Agent
Voir Preuve au dossier/See evidence on File No. 1361994

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14

CDNameSearch V7: 06 07 09 14

CDNameSearch V8: 06 07 09 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:


SEMPRE ORO
FOREVER GOLD

Action	Date	Response Date	Additional Information
Filed/Produite	2011/11/14		
Created/Créé	2011/11/14		
Formalized/Formalisée	2011/11/16		
Search Recorded/Recherche enregistrée	2012/05/14		
Examiner's First Report/Premier rapport de l'examineur	2012/05/14	2012/11/14	
Approval Notice Sent/Avis d'approbation envoyé	2012/08/31	2012/09/28	
Approved/Approuvée	2012/10/18		APPROVED BY PROGRAM EX200M1

Extracted for Advertisement/Extrait pour Publication	2012/11/02	Vol.59 Issue 3028 2012/11/07
Advertised/Publée	2012/11/07	Vol.59 Issue 3028
Allowed/Admise	2013/02/22	
Allowance Notice Sent/Avls d'admission envoyé	2013/02/22 2014/11/14	
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2013/08/26	Amended Security Agreement Placed on file / Voir Preuve au dossier/See evidence on File No. 1361994
Clerical Correction/Correction	2013/08/26	Clerical correction / Voir Preuve au dossier/See evidence on File No. 1361994
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2013/08/26	Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 1361994
Abandoned - Section 40(3)/Abandonnée - paragraphe 40(3)	2014/12/03	

APPL'N/DEM. NO 1,522,107

CATEGORY/CATÉGORIE:

Uncategorized 
These trademarks have not been categorized.

STATUS/STATUT:

ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36

FILING DATE/DATE DE PRODUCTION:

04 avr/Apr 2011

CURRENT OWNER/PROPRIÉTAIRE COURANT:

J.S.N. JEWELLERY INC.
 64 JARDIN DRIVE, UNIT 7
 CONCORD ONTARIO
 L4K 3P3

TRADE-MARK/MARQUE DE COMMERCE:

➤ Shining Star Diamond

WARES/MARCHANDISES:

(1) Exclusive 68 faceted diamonds using Canadian or non-Canadian diamonds. To be used or sold in precious metal jewellery of 10kt, 14kt or 18kt yellow and/or white gold or platinum.

Proposed Use in CANADA.

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14
 CDNameSearch V7: 14
 CDNameSearch V8: 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

SHINING STAR DIAMOND

Action	Date	Response Date	Additional Information
Filed/Produite	2011/04/04		
Created/Créé	2011/04/04		
Formalized/Formalisée	2011/04/11		
Search Recorded/Recherche enregistrée	2011/09/29		
Examiner's First Report/Premier rapport de l'examineur	2011/09/29	2012/03/29	
Default Notice Sent/Avis de défaut envoyé	2012/04/17	2012/06/17	
Abandoned - Section 36/Abandonnée - article 36	2012/07/10		

APPL'N/DEM. NO 1,655,752

CATEGORY/CATÉGORIE:Uncategorized
These trademarks have not been categorized.**STATUS/STATUT:**

ALLOWED/ADMISE

FILING DATE/DATE DE PRODUCTION:

11 déc/Dec 2013

CURRENT OWNER/PROPRIÉTAIRE COURANT:J.S.N. JEWELLERY INC.
64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3**TRADE-MARK/MARQUE DE COMMERCE:**

➤ Soul Mates Diamond Collection

WARES/MARCHANDISES:

(1) Diamond wedding bands, engagement rings, men's and ladies' fashion rings, pendants, earrings and bracelets crafted in silver and/or yellow, white or rose gold and/or platinum

Proposed Use In CANADA.

FOOTNOTES/NOTES:

Security Agreement Placed on File/Accord de sécurité inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 14 avr/Apr 2016

DATE OF CHANGE/DATE DE CHANGEMENT: 14 avr/Apr 2016

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC (the "Agent")

Voir Preuve au dossier/See evidence on File No. 1655752

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14

CDNameSearch V7: 14

CDNameSearch V8: 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

SOUL MATES DIAMOND COLLECTION

SOULMATES

Action	Date	Response Date	Additional Information
Filed/Produite	2013/12/11		
Created/Créé	2013/12/11		
Formalized/Formalisée	2013/12/13		
Search Recorded/Recherche enregistrée	2014/08/06		
Approval Notice Sent/Avis d'approbation envoyé	2014/08/06	2014/09/03	
Approved/Approuvée	2014/09/25		APPROVED BY PROGRAM EX200M1
Extracted for Advertisement/Extrait pour Publication	2014/09/26		Vol.61 Issue 3127 2014/10/01
Advertised/Publée	2014/10/01		Vol.61 Issue 3127
Allowed/Admise	2015/01/16		
Allowance Notice Sent/Avs d'admission envoyé	2015/01/16	2016/12/11	
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2016/04/14		Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 1655752

APPL'N/DEM. NO 1,522,108

CATEGORY/CATÉGORIE:

Uncategorized
These trademarks have not been categorized.



STATUS/STATUT:

ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36

FILING DATE/DATE DE PRODUCTION:

04 avr/Apr 2011

CURRENT OWNER/PROPRIÉTAIRE COURANT:

J.S.N. JEWELLERY INC.
 64 JARDIN DRIVE, UNIT 7
 CONCORD ONTARIO
 L4K 3P3

TRADE-MARK/MARQUE DE COMMERCE:

➤ Starlight Diamond

WARES/MARCHANDISES:

(1) Exclusive 68 faceted diamonds using Canadian and/or non-Canadian diamonds. To be sold in precious metal jewellery of 10kt, 14kt or 18kt yellow and/or white gold or platinum.

Proposed Use In CANADA.

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14

CDNameSearch V7: 14

CDNameSearch V8: 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

STARLIGHT DIAMOND

STAR LIGHT

Action	Date	Response Date	Additional Information
Filed/Produite	2011/04/04		
Created/Créé	2011/04/04		
Formalized/Formalisée	2011/04/11		
Search Recorded/Recherche enregistrée	2011/09/29		
Examiner's First Report/Premier rapport de l'examineur	2011/09/29	2012/03/29	
Default Notice Sent/Avls de défaut envoyé	2012/04/17	2012/06/17	
Abandoned - Section 36/Abandonnée - article 36	2012/07/10		

APPL'N/DEM. NO 1,445,849

Item 27 of 31
REGISTRATION/ENREGISTREMENT NO TMA785,152

CATEGORY/CATÉGORIE:

Uncategorized
These trademarks have not been categorized.

STATUS/STATUT:

REGISTERED/ENREGISTRÉE

FILING DATE/DATE DE PRODUCTION:

23 jul/Jul 2009

REGISTRATION DATE/DATE D'ENREGISTREMENT:

16 déc/Dec 2010

CURRENT OWNER/PROPRIÉTAIRE COURANT:

J.S.N. JEWELLERY INC.
64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3

TRADE-MARK/MARQUE DE COMMERCE:

➤ the coolest diamonds on earth

WARES/MARCHANDISES:

(1) Canadian diamonds.

Used in CANADA since February 11, 2009.

FOOTNOTES/NOTES:

Amended Security Agreement Placed on file/Accord de sécurité modifié
Inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC

Voir Preuve au dossier/See evidence on File No. 1361994

CHANGE IN TITLE/CHANGEMENT EN TITRE:

TYPE OF CHANGE/GENRE DE CHANGEMENT: Clerical
correction/Correction

DATE REGISTERED/DATE DE L'ENREGISTREMENT: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: To remove the entry recorded on
2013/08/28.

Voir Preuve au dossier/See evidence on File No. 1361994

Security Agreement Placed on File/Accord de sécurité inscrit au
dossier

DATE RECORDED/DATE CONSIGNEE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC,
Administrative Agent

Voir Preuve au dossier/See evidence on File No. 1361994

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14

CDNameSearch V7: 14

CDNameSearch V8: 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

THE COOLEST DIAMONDS ON EARTH

Action	Date	Response Date	Additional Information
Filed/Produite	2009/07/23		
Created/Créé	2009/07/24		

APPL'N/DEM. NO 1,445,849

Item 27 of 31
REGISTRATION/ENREGISTREMENT NO TMA785,162

Formalized/Formalisée	2009/07/28		
Search Recorded/Recherche enregistrée	2009/12/03		
Approval Notice Sent/Avls d'approbation envoyé	2009/12/03	2009/12/31	
Approved/Approuvée	2010/01/21		APPROVED BY PROGRAM EX200M1
Extracted for Advertisement/Extrait pour Publication	2010/01/22		Vol.57 Issue 2883 2010/01/27
Advertised/Publée	2010/01/27		Vol.57 Issue 2883
Allowed/Admise	2010/05/14		
Allowance Notice Sent/Avls d'admission envoyé	2010/05/14	2010/11/14	
Default Notice Sent/Avls de défaut envoyé	2010/12/08	2011/02/08	
Registered/Enregistrée	2010/12/16		
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2013/08/26		Amended Security Agreement Placed on file / Voir Preuve au dossier/See evidence on File No. 1361994
Clerical Correction/Correction	2013/08/26		Clerical correction / Voir Preuve au dossier/See evidence on File No. 1361994
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2013/08/26		Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 1361994

APPL'N/DEM. NO 1,613,176

CATEGORY/CATÉGORIE:Uncategorized
*These trademarks have not been categorized.***STATUS/STATUT:**

ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36

FILING DATE/DATE DE PRODUCTION:

07 fév/Feb 2013

CURRENT OWNER/PROPRIÉTAIRE COURANT:
J.S.N. JEWELLERY INC.
64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3**TRADE-MARK/MARQUE DE COMMERCE:**

➤ The Diamond Blossom collections

WARES/MARCHANDISES:

(1) A beautiful array of diamonds set perfectly together to create an immense brilliant sparkle set in precious metal jewellery including but not limited to rings, earrings, bangles, bracelets and pendants.

Used in CANADA since January 01, 2013.

FOOTNOTES/NOTES:Amended Security Agreement Placed on file/Accord de sécurité modifié
Inscrit au dossier

DATE RECORDED/DATE CONSIGNEE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC

Voir Preuve au dossier/See evidence on File No. 1361994

Security Agreement Placed on File/Accord de sécurité inscrit au
dossier

DATE RECORDED/DATE CONSIGNEE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC,

Administrative Agent

Voir Preuve au dossier/See evidence on File No. 1361994

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14

CDNameSearch V7: 14

CDNameSearch V8: 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

THE DIAMOND BLOSSOM COLLECTIONS

Action	Date	Response Date	Additional Information
Filed/Produite	2013/02/07		
Created/Créé	2013/02/08		
Formalized/Formalisée	2013/02/11		
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de licence	2013/08/26		Amended Security Agreement Placed on file / Voir Preuve au dossier/See evidence on File No. 1361994
Clerical Correction/Correction	2013/08/26		Clerical correction / Voir Preuve au dossier/See evidence on File No. 1361994
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de licence	2013/08/26		Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 1361994

APPL'N/DEM. NO 1,613,176

Search Recorded/Recherche enregistrée	2013/10/01	
Examiner's First Report/Premier rapport de l'examineur	2013/10/01	2014/04/01
Default Notice Sent/Avis de défaut envoyé	2014/04/22	2014/06/22
Abandoned - Section 36/Abandonnée - article 36	2014/07/16	

374

APPL'N/DEM. NO 1,368,883

Item 29 of 31
REGISTRATION/ENREGISTREMENT NO TMA722,723

CATEGORY/CATÉGORIE:

Uncategorized
These trademarks have not been categorized.



STATUS/STATUT:

REGISTERED/ENREGISTRÉE

FILING DATE/DATE DE PRODUCTION:

24 oct/Oct 2007

REGISTRATION DATE/DATE D'ENREGISTREMENT:

28 août/Aug 2008

CURRENT OWNER/PROPRIÉTAIRE COURANT:

J.S.N. JEWELLERY INC.
64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3

TRADE-MARK/MARQUE DE COMMERCE:

► The Elite Diamond Collection

WARES/MARCHANDISES:

(1) Premium diamond jewellery line set in white and/or yellow gold (including earrings, rings, pendants, bracelets and brooches).

Used in CANADA since October 15, 2006.

ASSOCIATED MARKS/MARQUES LIÉES:

TMA718,766

FOOTNOTES/NOTES:

Amended Security Agreement Placed on file/Accord de sécurité modifié
Inscrit au dossier

DATE RECORDED/DATE CONSIGNÉE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC

Voir Preuve au dossier/See evidence on File No. 1361994

CHANGE IN TITLE/CHANGEMENT EN TITRE:

TYPE OF CHANGE/GENRE DE CHANGEMENT: Clerical
correction/Correction

DATE REGISTERED/DATE DE L'ENREGISTREMENT: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: To remove the entry recorded on
2013/08/26.

Voir Preuve au dossier/See evidence on File No. 1361994

Security Agreement Placed on File/Accord de sécurité Inscrit au
dossier

DATE RECORDED/DATE CONSIGNÉE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC,

Administrative Agent

Voir Preuve au dossier/See evidence on File No. 1361994

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14

CDNameSearch V7: 14

CDNameSearch V8: 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

THE ELITE DIAMOND COLLECTION

Action	Date	Response Date	Additional Information
Filed/Produite	2007/10/24		
Created/Cr��	2007/10/24		
Formalized/Formallis��	2007/10/25		
Search Recorded/Recherche enregistr��e	2008/03/25		
Approved/Approuv��e	2008/03/27		
Extracted for Advertisement/Extrait pour Publication	2008/03/27		Vol.55 Issue 2789 2008/04/09
Advertised/Publi��e	2008/04/09		Vol.55 Issue 2789
Allowed/Admise	2008/06/27		
Allowance Notice Sent/Avis d'admission envoy��	2008/06/27	2008/12/27	
Registered/Enregistr��e	2008/08/28		
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2013/08/26		Amended Security Agreement Placed on file / Voir Preuve au dossier/See evidence on File No. 1361994
Clerical Correction/Correction	2013/08/26		Clerical correction / Voir Preuve au dossier/See evidence on File No. 1361994
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de license	2013/08/26		Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 1361994

876

Item 30 of 31

APPL'N/DEM. NO 1,621,679

CATEGORY/CATÉGORIE:

Uncategorized
These trademarks have not been categorized.

STATUS/STATUT:

ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36

FILING DATE/DATE DE PRODUCTION:

09 avr/Apr 2013

CURRENT OWNER/PROPRIÉTAIRE COURANT:

J.S.N. JEWELLERY INC.
64 JARDIN DRIVE, UNIT 7
CONCORD ONTARIO
L4K 3P3

TRADE-MARK/MARQUE DE COMMERCE:

► The Love 100 Diamond

WARES/MARCHANDISES:

(1) A diamond cut with 100 to 104 facets

Used In CANADA since January 01, 2013.

FOOTNOTES/NOTES:

Amended Security Agreement Placed on file/Accord de sécurité modifié
Inscrit au dossier

DATE RECORDED/DATE CONSIGNÉE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC
Voir Preuve au dossier/See evidence on File No. 1361994

Security Agreement Placed on File/Accord de sécurité inscrit au
dossier

DATE RECORDED/DATE CONSIGNÉE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC,
Administrative Agent
Voir Preuve au dossier/See evidence on File No. 1361994

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 14

CDNameSearch V7: 14

CDNameSearch V8: 14

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

THE LOVE 100 DIAMOND

Action	Date	Response Date	Additional Information
Filed/Produite	2013/04/09		
Created/Créé	2013/04/09		
Formalized/Formalisée	2013/04/11		
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de licence	2013/08/26		Amended Security Agreement Placed on file / Voir Preuve au dossier/See evidence on File No. 1361994
Clerical Correction/Correction	2013/08/26		Clerical correction / Voir Preuve au dossier/See evidence on File No. 1361994
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de licence	2013/08/26		Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 1361994
Search Recorded/Recherche enregistrée	2013/12/05		

APPL'N/DEM. NO 1,621,679

Examiner's First Report/Premier rapport de l'examineur	2013/12/05	2014/06/05
Default Notice Sent/Avis de défaut envoyé	2014/06/25	2014/08/25
Abandoned - Section 36/Abandonnée - article 36	2014/09/16	

APPL'N/DEM. NO 1,613,175

CATEGORY/CATÉGORIE:

Uncategorized
These trademarks have not been categorized.



STATUS/STATUT:

ABANDONED - SECTION 36/ABANDONNÉE - ARTICLE 36

FILING DATE/DATE DE PRODUCTION:

07 fév/Feb 2013

CURRENT OWNER/PROPRIÉTAIRE COURANT:

J.S.N. JEWELLERY INC.
 64 JARDIN DRIVE, UNIT 7
 CONCORD ONTARIO
 L4K 3P3

TRADE-MARK/MARQUE DE COMMERCE:

► Treasure Chest Event

SERVICES:

(1) To buy jewellery, precious metals and stones including but not limited to gold, silver, platinum and diamonds from the public in return for monetary or retail credit as consideration.

(2) A retail sale of consumer jewellery offering the public the ability to pay for all of a portion of their purchase with private owned jewellery, precious metals and stones including but not limited to gold, silver, platinum and diamonds.

Used in CANADA since January 01, 2013.

FOOTNOTES/NOTES:

Amended Security Agreement Placed on file/Accord de sécurité modifié
 Inscrit au dossier

DATE RECORDED/DATE CONSIGNÉE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC

Voir Preuve au dossier/See evidence on File No. 1361994

Security Agreement Placed on File/Accord de sécurité Inscrit au
 dossier

DATE RECORDED/DATE CONSIGNÉE: 26 août/Aug 2013

DATE OF CHANGE/DATE DE CHANGEMENT: 26 août/Aug 2013

COMMENTS/COMMENTAIRES: Salus Capital Partners, LLC,

Administrative Agent

Voir Preuve au dossier/See evidence on File No. 1361994

WARES & SERVICES CLASS CODES/CODES DE CLASSIFICATION DES MARCHANDISES & SERVICES:

Industry Canada: 35

CDNameSearch V7: 35 36 42

CDNameSearch V8: 35 36

INDEX HEADINGS/RUBRIQUES DE L'INDEX:

TREASURE CHEST EVENT



Action	Date	Response Date	Additional Information
Filed/Produit	2013/02/07		
Created/Créé	2013/02/08		
Formalized/Formalisée	2013/02/11		
Record Security Interest / License Agreement/Enregistrement Garantie / Entente de licence	2013/08/26		Amended Security Agreement Placed on file / Voir Preuve au dossier/See evidence on File No. 1361994
Clerical Correction/Correction	2013/08/26		Clerical correction / Voir Preuve au dossier/See evidence on File No. 1361994

APPL'N/DEM. NO 1,613,175

Record Security Interest / License Agreement/Enregistrement Garantie / Entente de licence	2013/08/28		Security Agreement Placed on File / Voir Preuve au dossier/See evidence on File No. 1361994
Search Recorded/Recherche enregistrée	2013/11/12		
Approval Notice Sent/Avls d'approbation envoyé	2013/11/12	2013/12/10	
Approved/Approuvée	2014/01/02		APPROVED BY PROGRAM EX200M1
Extracted for Advertisement/Extrait pour Publication	2014/01/17		Vol.61 Issue 3091 2014/01/22
Advertised/Publée	2014/01/22		Vol.61 Issue 3091
Allowed/Admise	2014/05/09		
Allowance Notice Sent/Avls d'admission envoyé	2014/05/09	2014/11/09	
Default Notice Sent/Avls de défaut envoyé	2014/12/03	2015/02/03	
Abandoned - Section 36/Abandonnée - article 36	2015/02/25		



This report was generated using CDNameSearch version 5.1.1.1

Trade Mark No.	Mark Text	File Date	Status	Number of Classes	Image
UK00002491777	LuLu LONDON Diamond & Gold Collection	26/06/2008	Registered	14	 <p>The logo features the brand name 'LuLu' in a large, elegant, cursive script. Below it, the word 'LONDON' is written in a smaller, all-caps, sans-serif font. At the bottom, the words 'Diamond & Gold Collection' are written in a simple, all-caps, sans-serif font.</p>
UK00002518684	"WRAPPED IN LOVE" COLLECTION Elegant 18kt gold, designed to delicately embrace your diamonds	12/06/2009	Registered	14	<p>"WRAPPED IN LOVE" COLLECTION <i>Elegant 18kt gold, designed to delicately embrace your diamonds</i></p>
UK00002522792	Canadian ice DIAMOND COLLECTION	04/08/2009	Registered	14 42	 <p>The logo features the brand name 'Canadian ice' in a large, elegant, cursive script. Below it, the words 'DIAMOND COLLECTION' are written in a smaller, all-caps, sans-serif font.</p>
UK00003000737	Blossom Cut	05/04/2013	Registered	14	
UK00003024816	Canadian Ice Pure Brilliance	04/10/2013	Registered	14	
UK00003027645	Canadian Ice Diamonds	23/10/2013	Registered	14	

Schedule "Section 4.3" - Consignment Inventory Schedule

JSN Group

Memo Summary

July-09-16

JSN UK

Cust #	Name	MEMOS at Sale Amount			Estimated Cost Local Currency @ 28% GM		Rate	Estimated Cost Amount in USD	
		Memos FG	Memo Diamonds		Memos FG	Memo Diamonds		Memos FG	Memo Diamonds
GGR1	Goldsmiths Group	66,853	-	UK £	52,228.80	-	1.31	68,419.73	-
ESA1	Essardes	-	-	UK £	-	-		-	-
FHA1	Fraser Hart	-	-	UK £	-	-		-	-
FHI1	F. Hinds	-	-	UK £	-	-		-	-
FIE10	Fields of Dublin	-	-	UK £	-	-		-	-
HOU1+	Houdon Jewellers Group	-	-	UK £	-	-		-	-
MMG1	Mortimer Management Group	9,714	-	UK £	7,589.06	-		9,941.67	-
REG1	Regency	60,608	-	UK £	47,350.00	-		62,028.50	-
	Other Customers	47,182	42,637	UK £	36,860.94	33,310.07		48,287.83	43,636.19
Total Customers GBP		184,357	42,637	UK £	144,028.80	33,310.07		188,677.73	43,636.19
BSP1	DIP Diffusione USD	-	-	UK £	-	-		-	-

JSN US (GMJ)

Cust #	Name	MEMOS at Sale Amount			Estimated Cost Local Currency @ 28% GM			Estimated Cost Amount in USD	
		Memos FG	Memo Diamonds		Memos FG	Memo Diamonds		Memos FG	Memo Diamonds
FRES	Fred Meyers	3,929,618	-	USD	3,070,013.67	-		3,070,013.67	-
GSI	GSI Commerce	-	-	USD	-	-		-	-
RHU1	Rogers Enterprise	384,831	-	USD	300,649.22	-		300,649.22	-
ZAL1	Zales Corporation	134,245	-	USD	104,878.65	-		104,878.65	-
	Other Customers	-	-	USD	-	-		-	-
Total Customers USD		4,448,693.17	-	USD	3,475,541.54	-		3,475,541.54	-

JSN CA

Cust #	Name	MEMOS at Sale Amount			Estimated Cost Local Currency @ 28% GM		Rate	Estimated Cost Amount in USD	
		Memos FG	Memo Diamonds		Memos FG	Memo Diamonds		Memos FG	Memo Diamonds
FOR7	Forever Jewellery Inc.	-	-	CDN \$	-	-	0.77	-	-
ANN2	Ann-Louise Jewellers Ltd.	33,364	-	CDN \$	26,065.63	-		20,070.53	-
CDC1	Charm Diamond Centres	35,802	-	CDN \$	27,970.31	-		21,537.14	-
DOU1	Les Bijoutiers Doucet 1993 Inc	22,244	-	CDN \$	17,378.13	-		13,381.16	-
IND3	Independent Jewellers	-	-	CDN \$	-	-		-	-
LAV2	Bijouterie Lavigueur Ltee	-	-	CDN \$	-	-		-	-
	Other Customers	241,699	6,569	CDN \$	188,827.31	5,132.03		145,397.03	3,951.66
Total Customers CDN		333,109	6,569	CDN \$	260,241.38	5,132.03		200,385.86	3,951.66
	Always & Forever	-	-	CDN \$	-	-		-	-
Total 3rd Party Customers		333,109	6,569	CDN \$	260,241.38	5,132.03		200,385.86	3,951.66

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JSN GROUP in CDNS

Cust #	Name	MEMOS at Sale Amount		Estimated Cost CDN \$ @ 25% GM		Estimated Cost Amount in USD	
		Memos FG	Memo Diamonds	Memos FG	Memo Diamonds	Memos FG	Memo Diamonds
JSN UK		345,517	79,909	CDN \$ 269,935.19	62,428.90	188,677.73	43,636.19
JSN US		5,756,053	-	CDN \$ 4,496,916.31	-	3,475,541.54	-
JSN CA		333,109	6,569	CDN \$ 260,241.38	5,132.03	200,385.86	3,951.66
JSN Group		6,434,679	86,478	5,027,092.87	67,560.93	3,864,605.13	47,587.86

APPENDIX "K"

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE
JUSTICE NEWBOULD

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TUESDAY, THE 16TH
DAY OF AUGUST, 2016

SALUS CAPITAL PARTNERS, LLC

Applicant

and

**J.S.N. JEWELLERY INC., J.S.N. JEWELLERY UK LIMITED, GMJ
CORP., 2373138 ONTARIO INC., ALWAYS & FOREVER FAMILY
COLLECTION INCORPORATED AND P.M.R. INC.**

Respondents

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

**ORDER
(appointing Receiver)**

THIS APPLICATION made by Salus Capital Partners, LLC ("Salus") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Richter Advisory Group Inc. ("Richter") as receiver (in such capacity, the "Receiver") without security, of all of the assets, undertakings and properties of J.S.N. Jewellery Inc., J.S.N. Jewellery UK Limited, GMJ Corp., 2373138 Ontario Inc., Always & Forever Family Collection Incorporated and P.M.R. Inc. (collectively, the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Michael A. O'Hara sworn August 2, 2016, and the Exhibits thereto, the affidavit of Kyle Shonak sworn August 3, 2016, and the Exhibits thereto, the report of the proposed Receiver dated August 8, 2015 (the "**Report**"), and the Appendices thereto, the affidavit of Kenneth R. Rosenstein sworn August 16, 2016, and the exhibit thereto, the affidavit of Shmuel Cohen sworn August 15, 2016 and the exhibits thereto, and the affidavit of Carla Eisnor sworn August 15, 2016 and the exhibits thereto, and on hearing the submissions of counsel for Salus, the proposed Receiver, Sharon Stone Co. Ltd. ("**Sharon Stone**"), and such other counsel as were present, no one appearing for any other party although duly served as appears from the affidavit of service of Miranda Spence sworn August 5, 2016, filed, and on reading the consent of Richter to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that, pursuant to section 243(1) of the BIA and section 101 of the CJA, Richter is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, subject to paragraphs 18 to 20 of this Order;

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or

applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transactions, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable and including, without limitation, the Court-appointed Monitor in the *Companies' Creditors Arrangement Act* proceedings of Ben Moss Jewellers Western Canada Ltd.;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (r) ~~if the Transaction (as defined in the affidavit of Kyle Shonak, sworn on August 4, 2016) is approved by this Court and the Transaction closes,~~ to act as agent of the Escrow Amounts and the Designs Escrow (as defined in the Purchase Agreement referred to in the said affidavit) with all protection afforded to the Receiver under this Order; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person. For certainty, the Receiver shall not, as a result of its appointment or the powers conferred upon the Receiver pursuant to this Order, be or be deemed to be in possession or control of any Property or any part of the business of the Debtor unless the Receiver has in fact taken possession or exercised control over such Property or business.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the

foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request, subject to paragraphs 18 to 20 of this Order.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR, THE CRO OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor, the CRO (as defined below) or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the CRO, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the

environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

CHIEF RESTRUCTURING OFFICER

13. **THIS COURT RATIFIES** the appointment of FAAN Advisors Group Inc. ("FAAN") as Chief Restructuring Officer of the Debtor (the "CRO").

14. **THIS COURT ORDERS** that the CRO will act in accordance with instructions from the Receiver and for the duration of time determined by the Receiver, subject to further Order of the Court.

15. **THIS COURT ORDERS** that the CRO shall not be or be deemed to be a director, officer or employee of the Debtor.

16. **THIS COURT ORDERS** that nothing in this Order nor the appointment of FAAN as CRO of the Debtor shall be construed as resulting in FAAN or the CRO being an employer, successor employer, responsible person or operator within the meaning of any statute, regulation or rule of law, or equity for any purpose whatsoever.

17. **THIS COURT ORDERS** that the CRO shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any Person from and after the date of its appointment except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on the part of the CRO.

HOLDBACK AMOUNT

18. **THIS COURT ORDERS** that the Receiver is authorized and directed to pay \$191,636.05 (the "**Holdback Amount**") from the Property to the Debtor's counsel, which Holdback Amount shall be held in trust by the Debtor's counsel for the satisfaction of the obligations of the CRO from and after the date of its appointment and obligations of J.S.N. Jewellery Inc. in connection with its Asset Purchase Agreement with Ben Moss Jewellers Western Canada Ltd. dated July 28, 2016 (collectively, the "**Holdback Obligations**").

19. **THIS COURT ORDERS** that the CRO shall direct the use of the Holdback Amount for the satisfaction of the Holdback Obligations.

20. **THIS COURT ORDERS** that the Holdback Amount, less any amount used to satisfy the Holdback Obligations, shall be returned to the Receiver at such time as the CRO and the Receiver so agree or with leave of this Court.

RECEIVER TO HOLD FUNDS

21. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this

Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

22. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. For certainty, and without limitation, nothing in this Order shall require the Receiver to take any action in respect of any employees of the Debtor located outside of Canada or whose employment is or may otherwise be governed by the laws of a jurisdiction outside of Canada.

PIPEDA

23. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property 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 Debtor, and shall return all

other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

24. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

25. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

26. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to

the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

27. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

28. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

29. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

30. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

31. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "A"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

32. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SALE PROCESS

33. **THIS COURT ORDERS** that the Realization Process, as defined and described in the Report, is hereby approved, and the Receiver is hereby authorized and directed to take such steps as it deems necessary or advisable to carry out the Realization Process substantially in accordance with the description thereof in the Report. The Receiver shall not be or be deemed to be in possession or control of any Property or any part of the business of the Debtor solely as a result of its marketing of any such Property or business pursuant to this paragraph 33. For clarity, nothing in this paragraph shall affect the Receiver's powers as set out in subparagraph 3(k) of this Order.

SERVICE AND NOTICE

34. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court

further orders that a Case Website shall be established in accordance with the Protocol with the following URL 'www.richter.ca/en/folder/insolvency-cases/j/jsn-jewellery-inc'.

35. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

36. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

37. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.


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

39. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within

proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

40. **THIS COURT ORDERS** that Salus shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of Salus' security or, if not so provided by Salus' security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

41. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



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

AUG 16 2016

PER / PAR: 

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Richter Advisory Group Inc., solely in its capacity as the receiver (the "Receiver") of the assets, undertakings and properties of J.S.N. Jewellery Inc., J.S.N. Jewellery UK Limited, GMJ Corp., 2373138 Ontario Inc., Always & Forever Family Collection Incorporated and P.M.R. Inc. (collectively, the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 16th day of August, 2016 (the "Order") made in an application having Court file number CV-16-011478-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 2016.

RICHTER ADVISORY GROUP INC., solely
in its capacity as Receiver of the Property, and
not in its personal capacity

Per: _____
Name:
Title:

SALUS CAPITAL PARTNERS, LLC

and J.S.N. JEWELLERY INC., et al.

Court File No. CV-16-011478-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceedings commenced at TORONTO

RECEIVERSHIP ORDER

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Lawyers for Salus Capital Partners, LLC

SALUS CAPITAL PARTNERS, LLC
Applicant

and

Aug 11/16

J.S.N. JEWELLER & INC. et al.

Respondents

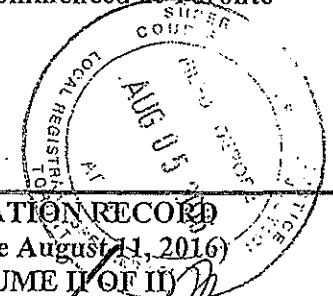
Court File No. CV-16-011478-00CL

August 16, 2016

Our application is now re-approved.
Order to go. Applicant of ~~Shan Stra~~ to be sealed. Shan Stra to file its notices within five days.

Shan Stra

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceedings commenced at Toronto



APPLICATION RECORD
(returnable August 11, 2016)
(VOLUME II OF II)

VOL 1 OF 11

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Lawyers for the Applicant, Salus Capital Partners, LLC

SALUS CAPITAL PARTNERS, LLC

Applicant

- and -

Court File No. CV-16-011478-00CL
J.S.N. JEWELLERY INC., *et al.*

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced in Toronto

**RESPONDING MOTION RECORD OF THE
RECEIVER, RICHTER ADVISORY GROUP INC.,
IN ITS CAPACITY AS RECEIVER OF J.S.N.
JEWELLERY INC., J.S.N. JEWELLERY UK
LIMITED, GMJ CORP., 2373138 ONTARIO INC.,
ALWAYS & FOREVER FAMILY COLLECTION
INCORPORATED AND P.M.R. INC.**

**(Re: Utopia/Sharon Stone Motion)
Volume 1 of 2**

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