

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

S U P E R I O R C O U R T
(Commercial Division)

N^o: 500-11-044334-130

IN THE MATTER OF THE RECEIVERSHIP OF:

EFFIGI INC.

(“Debtor”)

– and –

RICHTER ADVISORY GROUP INC., in its
capacity as Receiver in respect of Effigi Inc.

(“Petitioner”)

**MOTION FOR AUTHORIZATION TO SELL INTELLECTUAL PROPERTY
AND OTHER RELATED ASSETS OF THE DEBTOR**
(Section 243 of the *Bankruptcy and Insolvency Act*)

**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN
THE COMMERCIAL DIVISION, IN AND FOR THE JUDICIAL DISTRICT OF
MONTRÉAL, PETITIONERS RESPECTFULLY SUBMIT THE FOLLOWING:**

I. Introduction

1. The Debtor, Effigi Inc. (the “**Debtor**”), carried on business specializing in the design, development and distribution of clothing and fashion accessories as well as a full range of products for home decoration.
2. The Debtor operated both a wholesale and retail division from its head office (“**Head Office**”) and distribution centre (“**Distribution Centre**”) locations in Laval, Quebec and nine (9) retail stores in Ontario, Alberta and Nova Scotia (the “**Stores**”, and together with the Head Office and Distribution Centre, the “**Locations**”).
3. The Debtor's assets essentially consist of (i) inventory located in the Stores and the Distribution Centre, (ii) accounts receivable, (iii) furniture, fixtures and equipment located in the Stores, the Distribution Centre and the Head Office, and (iv) trademarks, trade names and other intellectual property.

4. On March 1, 2013, an Initial Order under the *Companies' Creditors Arrangement Act* ("CCAA") was issued by this Honourable Court, in file number 500-11-044191-134, in respect of the Debtor and Richter Advisory Group Inc. ("Richter") was appointed as Monitor thereunder, as appears from a copy of the Initial Order produced herewith as **Exhibit P-1**.
5. On March 20, 2013, the Debtor filed an assignment in bankruptcy pursuant to the relevant provisions of the *Bankruptcy and Insolvency Act*, Canada ("BIA") and named Richter, as trustee thereto (the "Trustee"), as appears from a copy of the certificate of appointment produced herewith as **Exhibit P-2**.
6. On March 21, 2013, upon petition by the Debtor's principal secured creditor, Wells Fargo Capital Finance Corporation Canada ("Wells Fargo"), this Honourable Court appointed Richter as receiver pursuant to Section 243 BIA (the "Receiver"), as appears from the Judgment appointing the Receiver (the "Receivership Order") a copy of which is produced herewith as **Exhibit P-3**.

II. Secured Creditors

7. The security interests granted by the Debtor are summarized in search reports produced herewith as **Exhibit P-4**, and consist essentially of the security described below.

Wells Fargo

8. As at March 20, 2012, the Debtor was indebted towards Wells Fargo in the approximate amount of \$19,600,000 (the "WF Debt") pursuant to a Loan Agreement dated June 18, 2007 as amended, from time to time (the "WF Loan Agreement").
9. The WF Debt is secured by the following (the "WF Security"), namely:
 - (a) "Hypothec on Movable Assets" dated June 15, 2007 published by registration in the *Register of Personal and Movable Real Rights* ("RDPRM") on June 18, 2007 under number 07-0343462-0001, charging the Receivables and the Inventory;
 - (b) "Hypothec on Universality of Movable Assets" dated October 8, 2008 published by registration in the RDPRM on October 9, 2008 under number 08-0586175-0001, charging all of the Debtor's present and future movable property, corporeal and incorporeal; and
 - (c) "General Security Agreement" dated October 28, 2010 and registered in the provinces of Ontario, Nova Scotia and Alberta.

Investissement Quebec

10. The Debtor has granted the following security (the “**IQ Security**”) in favour of Investissement Quebec (“**IQ**”), namely:
- (a) conventional hypothec charging all present and future movable property in the amount of \$4,200,000.00, registered under number 12-0980137-001;
 - (b) conventional hypothec charging all present and future movable property in the amount of \$576,000.00, registered under number 11-0347489-002;
 - (c) conventional hypothec charging all present and future claims and tax credits in the amount of \$432,000.00, registered under number 11-0347489-001;
 - (d) conventional hypothec charging all present and future movable property in the amount of \$3,600,000.00, registered under number 10-0747463-001;
 - (e) conventional hypothec charging all present and future claims and tax credits in the amount of \$685,000.00, registered under number 10-0680161-0002;
 - (f) conventional hypothec charging all present and future movable property in the amount of \$1,560,000.00, registered under number 10-0680161-0001; and
 - (g) General Security Agreement registered in the provinces of Ontario, Nova Scotia and Alberta.
11. Pursuant to intercreditor agreements, IQ has granted priority and confirmed that the WF Security ranks ahead of the IQ Security in respect of all assets of the Debtor other than certain specified FF&E and research and development tax credits.

Roynat

12. The Debtor has granted the following security (the “**Roynat Security**”) in favour of Roynat Capital Inc. (“**Roynat**”), namely:
- (a) conventional hypothec charging all present and future movable property in the amount of \$3,180,000.00, registered under number 12-0050809-0001; and
 - (b) General Security Agreement registered in the provinces of Ontario and Alberta.
13. Pursuant to intercreditor agreements, Roynat has granted priority and confirmed that the WF Security ranks ahead of the Roynat Security in respect of all assets of the Debtor other than certain FF&E financed by Roynat.

4379225 Canada Inc.

14. The Debtor has granted the following security (the “**437 Security**”) in favour of 4379225 Canada Inc. (“**437**”), namely:
 - (a) conventional hypothec charging all present and future movable property in the amount of \$30,000,000.00, registered under number 07-0363749-0002; and
 - (b) General Security Agreement registered in the provinces of Ontario, Nova Scotia and Alberta.
15. Pursuant to an intercreditor agreement, 437 has granted priority and confirmed that the WF Security ranks ahead of the 437 Security in respect of all assets of the Debtor.

III. Initial Solicitation Process

16. As part of its efforts to restructure under the CCAA, the Debtor, with the cooperation of Richter, then acting as Monitor, set up a virtual data room on March 4, 2013 containing all information pertaining to the Debtor’s assets (the “**Data Room**”).
17. The Debtor and the Monitor identified 51 potential strategic investors, purchasers or other interested parties (the “**Interested Parties**”) and delivered non-disclosure agreements to each of the Interested Parties.
18. Forty-three (43) of the Interested Parties signed non-disclosure agreements and were provided with access to the Data Room commencing on March 4, 2013.
19. According to Richter’s records, 34 of the Interested Parties ultimately visited the Data Room and several of the Interested Parties also visited the Head Office and Distribution Centre.
20. On March 20, 2013, Richter (then acting as trustee to the Debtor’s bankruptcy), delivered a “Request for Proposals” to all of the Interested Parties (the “**Initial RFP**”), a copy of which is produced herewith as **Exhibit P-5**, for the acquisition of the Debtor’s (i) retail operations, (ii) wholesale operations, (iii) intellectual property, and (iv) order book.
21. In accordance with the Receivership Order, after March 21, 2012, the solicitation process was handled by Richter in its capacity as Receiver.
22. The deadline to submit bids under the Initial RFP was 2:00 pm on March 24, 2013 (the “**Offer Deadline**”).
23. By the Offer Deadline, offers were submitted from twelve (12) separate entities.

24. After analysis of the offers, the Receiver determined that the highest offer was submitted by a joint venture consisting of GBRP, Inc. and Merchant Trading Services, ULC (collectively, the “**Agent**”).
25. Following the analysis of the offers, negotiations took place between representatives of the Receiver and Wells Fargo, on the one hand, and the Agent, on the other hand.
26. One result of these negotiations was the removal of the intellectual property from the proposed transaction with the Agent. The intellectual property was thereafter the object of a separate and distinct request for proposals discussed below.
27. After further negotiations and discussions, an “Agency and Sale Agreement” dated April 2, 2013 was executed and the transaction set forth therein was authorized by this Honourable Court on April 5, 2013, as appears from a copy of the Judgment produced herewith as **Exhibit P-6**.

IV. IP Solicitation Process

28. On March 26, 2013, the Receiver delivered a “Request for Proposals Intellectual Property” to the thirteen (13) Interested Parties that had submitted offers for some or all of the intellectual property pursuant to the Initial RFP or had had expressed an interest in acquiring the Debtor’s intellectual property (the “**IP RFP**”), a copy of which is produced herewith as **Exhibit P-7**.
29. Given that a substantial portion of the Interested Parties had already participated in the Initial RFP, the deadline to submit bids was set for 4:00 p.m. on Thursday, March 28, 2013 (the “**IP Offer Deadline**”).
30. The Receiver received offers from six (6) parties before expiry of the IP Offer Deadline.
31. From its analysis of the offers, it was clear that the highest and best offer was submitted by 9143-4746 Quebec Inc. (the “**Purchaser**”).
32. After negotiations and discussions between the Receiver and the Purchaser, a “*Convention de vente de la propriété intellectuelle*” dated April 9, 2013 (the “**Sale Agreement**”) was executed or shall be imminently executed by and between Receiver and Purchaser, subject to approval from this Honourable Court, a copy of which Sale Agreement will be produced herewith under seal as **Exhibit P-8**.

V. The Proposed Transaction

33. The proposed transaction (the “**Transaction**”) consists of the sale by the Receiver to the Purchaser of the following property more fully described in the Sale Agreement (the “**Property**”) in consideration for the Purchaser’s payment of the purchase price and applicable sales taxes described in the Sale Agreement (the “**Price**”), namely:

- (a) all of the Debtor's right, title and interest in and to the following (the "**Intellectual Property**"):
 - (i) the trademarks listed in Schedule "A" to the Sale Agreement;
 - (ii) the patents listed in Schedule "B" of the Sale Agreement;
 - (iii) the domain names listed in Schedule "C" of the Sale Agreement; and
 - (iv) the other marks listed in Schedule "D" of the Sale Agreement;
 - (b) all of the Debtor's rights in and to all merchandise which is in possession of third parties or in transit, as well as all of the Debtor's right, title and interest in and to all deposits or other payments given or made by the Debtor, prior to the date of execution of the Sale Agreement in respect of such merchandise but specifically excluding inventory in any of the Locations (the "**Off-Premises Inventory**");
 - (c) all of the Debtor's rights in and to all currently existing orders, commitments or other undertakings between the Debtor and its wholesale customers for the purchase by such wholesale customers of the Off-Premises Inventory (the "**Purchase Orders**"); and
 - (d) all of the Debtor's rights in and to all orders, commitments and undertakings between the Debtor and its suppliers for the purchase of Off-Premises Inventory by the Debtor (the "**Purchase Bookings**").
34. The Receiver is of the view that the Transaction should be approved by this Honourable Court for the following reasons:
- (a) the Sale Agreement was obtained following a two-round formal solicitation process supervised by Richter;
 - (b) the Price to be paid by the Purchaser is higher than any other offer submitted under the IP RFP and substantially greater than the highest offer received for the Property during the Initial Solicitation process;
 - (c) the Debtor's principal secured creditor, Wells Fargo, has consented the Transaction; and
 - (d) given the nature of the Property, it is unlikely that the Receiver could obtain any better realization than the Price to be paid by the Puchaser pursuant to the Sale Agreement;
35. Given the foregoing, there is no prejudice to the Debtor's creditors if the Sale Agreement and the Transaction are approved by this Honourable Court. On the contrary, the failure

to approve the Transaction will have a material negative effect on the realization of the Property.

36. Moreover, there is no prejudice to any of the Debtor's secured creditors, as the security in their favour will subsist over the proceeds to be received by the Receiver from the Purchaser pursuant to the Sale Agreement.
37. The Transaction also explicitly preserves the rights of any party in respect of the Off-Premises Inventory in order to secure transportation charges, customs' duties, customs' brokers charges, warehouse or storage fees and charges of a similar nature (the "**Inventory Expenses**").
38. Finally, pursuant to the Transaction, the Receiver retains the right to use the Intellectual Property for the period necessary for the Agent to conduct the sale of the Debtor's merchandise located in the Locations, as previously authorized by this Honourable Court.

VI. Urgency

39. It respectfully submitted that the Agreement and the Transaction represent the best possible solution in the circumstances, the whole pursuant to a transparent process aimed at maximizing the realization in an orderly fashion.
40. It is urgent that the Transaction be concluded immediately due to the seasonality of the Off-Premises Inventory and the rapidly depreciating value of the Property.
41. It is an essential condition of the Sale Agreement that same be approved by this Honourable Court no later than April 12, 2013.
42. Given all of the foregoing, the Receiver hereby seeks that this Honourable Court authorize the Receiver to enter into the Sale Agreement and order that the sale of the Property be made free and clear of any security, hypothec, charge or right, other than any charges securing Inventory Expenses, subject to the right of any secured creditor to be ranked according to its rights on the proceeds payable to the Receiver under the Sale Agreement.
43. Due to the urgency herein, it is in the interest of justice that the delays to serve and present the present Motion be shortened and that this Honourable Court order provisional execution of the judgment to be rendered herein notwithstanding appeal.
44. The present Motion is well founded in fact and in law.

WHEREFORE, PETITIONER PRAYS FOR JUDGMENT OF THIS HONOURABLE COURT:

- [1] **GRANTING** the present Motion;
- [2] **SHORTENING** the delays of service and presentation of the present Motion;
- [3] **DECLARING** that the service of the present Motion constitutes good and sufficient service on all persons and further **DECLARING** that the Receiver is relieved of any other requirements for service of the Motion;
- [4] **AUTHORIZING** Richter Advisory Group Inc., (the “**Receiver**”) in its capacity as receiver in respect of the property and assets of Effigi Inc. (the “**Debtor**”) to sell the following property (the “**Property**”) to 9143-4746 Quebec Inc. (the “**Purchaser**”) for the price and applicable taxes (the “**Price**”) more fully set forth in the “*Convention de vente de la propriété intellectuelle*” dated April 9, 2013 (Exhibit P-8) (the “**Sale Agreement**”), namely:
 - (a) all of the Debtor’s right, title and interest in and to the following (the “**Intellectual Property**”):
 - (i) the trademarks listed in Schedule “A” to the Sale Agreement;
 - (ii) the patents listed in Schedule “B” of the Sale Agreement;
 - (iii) the domain names listed in Schedule “C” of the Sale Agreement; and
 - (iv) the other marks listed in Schedule “D” of the Sale Agreement;
 - (b) all of the Debtor’s rights in and to all merchandise which is in possession of third parties or in transit, as well as all of the Debtor’s right, title and interest in and to all deposits or other payments given or made by the Debtor, prior to the date of execution of the Sale Agreement in respect of such merchandise but excluding specifically inventory in any of the Debtor’s existing nine (9) retail stores, its head office at 1155 Chomedey A-13 E, Laval, Quebec and its distribution centre at 5555 Boulevard des Rossignols, Laval, Quebec (the “**Off-Premises Inventory**”);
 - (c) all of the Debtor’s rights in and to all currently existing orders, commitments or other undertakings between the Debtor and its wholesale customers for the purchase by such wholesale customers of the Off-Premises Inventory (the “**Purchase Orders**”); and
 - (d) all of the Debtor’s rights in and to all orders, commitments and undertakings between the Debtor and its suppliers for the purchase of Off-Premises Inventory by the Debtor (the “**Purchase Bookings**”);

- [5] **ORDERING** the Receiver, upon receipt of the Price, to file with this Court a certificate in the form substantially similar to the draft annexed hereto as Annex "A" (the "**Certificate**");
- [6] **DECLARING** that, upon filing of the duly signed Certificate with the Court, all right, title and interest in and to the Property shall be and is hereby vested in the Purchaser absolutely and forever, free and clear of and from any and all prior claims, hypothecs, security interests, leases, charges, pledges, hypothecations, mortgages, trusts, deemed trusts, right of first refusal or other pre-emptive rights, restrictions on transfer of title, levies, priorities, liens, assignments, judgments, executions, writs of seizure and sale, options, adverse claims or encumbrances, whether contractual, statutory or otherwise, by operation of law or equity or otherwise, whether or not they have been attached or been perfected, published, registered or filed and whether secured, unsecured or otherwise, including, without limitation, all hypothecs, charges, security interests or claims evidenced by registrations at the *Register of Personal and Movable Real Rights* and any other personal property registry systems, other than "Inventory Expenses Charges" (as defined herein) (collectively, the "**Encumbrances**"), and subject to the right of any secured creditor (other than the holders of Inventory Expense Charges) to be paid out of any and all proceeds paid by the Purchaser to the Receiver under the Sale Agreement (collectively, the "**Proceeds**"), in accordance with its rank;
- [7] **ORDERING** that for the purposes of determining the nature and priority of the Encumbrances, the Proceeds shall stand in the place and stead of the Property and all Encumbrances shall attach to the Proceeds with the same priority as they had immediately prior to the date hereof;
- [8] **DECLARING** that notwithstanding paragraph 6 hereof, the Property shall remain charged with and subject to any and all hypothecs, prior claims, security interests, liens, charges, encumbrances and third party rights securing all amounts, of any nature whatsoever, which may be paid or may be required to be paid in order for the Purchaser to properly import, land into Canada, clear, purchase and/or obtain unencumbered and unfettered possession of the Off-Premises Inventory and includes all balances of purchase prices, all taxes, all customs duties, all freight forwarders fees and charges, all customs brokers fees and charges, all transporters fees and charges and any other third party fees and amounts (the "**Inventory Expenses Charges**");
- [9] **AUTHORIZING** the Receiver, upon its receipt of the Price to pay and remit same to the Debtor's senior secured creditor, Wells Fargo Capital Finance Corporation Canada;
- [10] **ORDERING** that notwithstanding:
- a) the pendency of these proceedings;

- b) the pendency of any other proceedings pursuant to the *Bankruptcy and Insolvency Act*; and
- c) the provisions of any federal or provincial statute or law,

the Sale Agreement and the transaction envisaged thereby shall be binding on and opposable against Richter Advisory Group Inc., in its capacity as Trustee to the Debtor's bankruptcy and any other trustee in bankruptcy appointed in respect of the Debtor;

- [11] **DECLARING** that the judgment to be rendered herein and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada;
- [12] **REQUESTING** the aid and recognition of any Court, tribunal, regulatory or administrative body in any Province of Canada and any Canadian federal court, tribunal, regulatory or administrative body and any federal or state court, tribunal, regulatory or administrative body in the United States of America and any court, tribunal, regulatory or administrative body elsewhere, to act in aid of and to be complementary to the Court in carrying out the terms of the judgment to be rendered herein;
- [13] **ORDERING** the sealing of Exhibit P-8 until further order of this Court;
- [14] **ORDERING** the provisional execution of the judgment to be rendered herein, notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever;

THE WHOLE without costs, save and except in the event of contestation.

Montreal, April 9, 2013


KUGLER KANDESTIN, L.L.P.
 Attorneys for the Petitioner

ANNEX A

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

S U P E R I O R C O U R T
(Commercial Division)

N^o: 500-11-044334-130

IN THE MATTER OF THE RECEIVERSHIP OF:

EFFIGI INC.

(“Debtor”)

– and –

RICHTER ADVISORY GROUP INC., in its
capacity as Receiver in respect of Effigi Inc.

(“Petitioner”)

RECEIVER’S CERTIFICATE

RECITALS

- A. Pursuant to a judgment dated April ●, 2013 (the “**Judgment**”), this Court approved the “Convention de Vente de la Propriété Intellectuelle” dated April 9, 2013 (the “**Sale Agreement**”) between Richter Advisory Group Inc., in its capacity as Receiver in respect of Effigi Inc. (the “**Debtor**”) and 9143-4746 Quebec Inc. (the “**Purchaser**”) produced as Exhibit P-8 in support of the Receiver’s Motion for Authorization to Sell Intellectual Property and Other Related Assets of the Debtor and provided for, *inter alia*, the vesting in the Purchaser of the “Property” more fully described in the Judgment which vesting is to be effective upon the filing with the office of this Court of a certificate duly signed by the Receiver confirming the full payment by the Purchaser of the Price for the Property (the “**Certificate**”).
- B. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Judgment.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has fully paid the Price for the Property payable pursuant to the Sale Agreement.
2. This Certificate is delivered by the Receiver on May ●, 2013.

RICHTER ADVISORY GROUP INC., in
its capacity as Receiver in respect of Effigi Inc.

Per: _____

Name:

Title:

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

S U P E R I O R C O U R T
(Commercial Division)

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(“Petitioner”)

AFFIDAVIT

I the undersigned, Andrew Adessky, exercising my profession at 1981 McGill College, Montréal, Province of Québec H3A 0G6, solemnly declare the following:

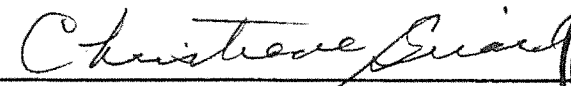
1. I am a Vice-President and a duly authorized representative of Richter Advisory Group Inc.;
2. I have taken cognizance of the attached Motion for Authorization to Sell Intellectual Property and Other Related Assets of the Debtor;
3. All of the facts alleged in the said Motion are true.

AND I HAVE SIGNED



ANDRÉW ADESSKY

SOLEMNLY DECLARED BEFORE ME
in Montréal, Québec,
on the 9th day of April 2013



Commissioner for Oaths for Quebec



CANADA
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DISTRICT OF MONTRÉAL

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NOTICE OF PRESENTATION

- TO : **WELLS FARGO CAPITAL FINANCE CORPORATION CANADA**
c/o Me Nicolas Beaudin
FISHMAN FLANZ MELAND PAQUIN, L.L.P.
1250, boulevard René-Lévesque West, Suite 4100
Montréal QC H3B 4W8
E-mail: nbeaudin@ffmp.ca
- TO : **INVESTISSEMENT QUÉBEC**
413 Saint-Jacques Street, Suite 500
Montréal QC H2Y 1N9
Attention: Richard Belley
E-mail: richard.belley@invest-quebec.com
- TO : **ROYNAT CAPITAL INC.**
c/o Me Michel La Roche
MILLER THOMSON L.L.P.
1000 De La Gauchetière Street West, Suite 3700
Montreal QC H3B 4W5
E-mail: mlaroche@millerthomson.com
- TO : **4379225 CANADA INC.**
c/o Me Marc Duchesne
BORDEN LADNER GERVAIS L.L.P.
1000 de La Gauchetière Street West, Suite 900
Montreal QC H3B 5H4
E-mail: mduchesne@blg.com

- TO : Thickson Victoria Development
MINDEN GROSS L.L.P.
145 King Street West, Suite 2200
Toronto, Ontario M5H 4G2
Attention: Mr. Tim Dunn
E-Mail: tdunn@mindengross.com
- TO : Deltrans International Shipping Corporation
ROBINSON SHEPPARD SHAPIRO L.L.P.
800 Place Victoria, Suite 4600
Montréal QC H4Z 1H6
Me Jonathan Feingold
E-mail : jfeingold@rsslex.com
- TO : Delmar International Inc.
ROBINSON SHEPPARD SHAPIRO L.L.P.
800 Place Victoria, Suite 4600
Montréal QC H4Z 1H6
Me Jonathan Feingold
E-mail : jfeingold@rsslex.com
- TO : Dundee Realty Management Corp.
AUDET WILLIAMS AVOCATS - ATTORNEYS
434 rue Saint-Pierre
2nd Floor
Montréal QC H2Y 2M5
Me Anne-Marie Williams
E-mail : amw@audetwilliams.com
- TO : Mic Mac Mall Limited Partnership by its Manager Ivanhoé Cambridge Inc.
AUDET WILLIAMS AVOCATS - ATTORNEYS
434 rue Saint-Pierre
2nd Floor
Montréal QC H2Y 2M5
Me Pierre Audet
E-mail : pau@audetwilliams.com

TAKE NOTICE that the *Motion for Authorization to Sell Intellectual Property and Other Related Assets of the Debtor* will be presented for hearing in the Superior Court, commercial division, in room 16.10 of the Montréal Courthouse, 1 Notre-Dame Street East, Montréal, on April 11, 2013, at 9:00 a.m. or so soon thereafter as counsel may be heard.

MONTRÉAL, April 9, 2013



KUGLER KANDESTIN, L.L.P.

Attorneys for the Petitioner

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

S U P E R I O R C O U R T
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LIST OF EXHIBITS

- EXHIBIT P-1:** Initial Order dated March 1, 2013;
- EXHIBIT P-2:** Certificate of Appointment dated March 20, 2013;
- EXHIBIT P-3:** Judgment appointing the Receiver dated March 21, 2013;
- EXHIBIT P-4:** Search reports;
- EXHIBIT P-5:** Request for Proposals;
- EXHIBIT P-6:** Judgment approving the Agency and Sale Agreement dated April 2, 2013;
- EXHIBIT P-7:** Request for Proposals Intellectual Property;
- EXHIBIT P-8:** Agreement of Sale dated April 9, 2013.
(under seal)

MONTRÉAL, April 9, 2013


KUGLER KANDESTIN, L.L.P.
Attorneys for the Petitioner

No. 500-11-044334-130

SUPERIOR COURT
(Commercial Division)

IN THE MATTER OF THE RECEIVERSHIP OF:

EFFIGI INC.

Debtor

And

**RICHTER ADVISORY GROUP INC., in its capacity
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Petitioner

Our file no. 5430-001

**MOTION FOR AUTHORIZATION TO SELL
INTELLECTUAL PROPERTY AND OTHER RELATED
ASSETS OF THE DEBTOR**
(Section 243 of the *Bankruptcy and Insolvency Act*)

ORIGINAL

Me Gordon Levine

KUGLER KANDESTIN

AVOCATS • ATTORNEYS

S.E.N.C.R.L. • LLP

1 Place Ville Marie, Suite 2101
Montréal, Québec, Canada H3B 2C6

Tel: (514)878-2861

Fax: (514)875-8424

BG 0132