

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

THE HONOURABLE
JUSTICE CAVANAGH

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FRIDAY, THE 24th
DAY OF NOVEMBER, 2023

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

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

Applicants

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

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

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

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

SERVICE

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

CAPITALIZED TERMS

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

APPROVAL

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

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

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

VESTING OF PURCHASED ASSETS

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

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

7. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (the “**Net Proceeds**”) shall stand in the place and stead of the Purchased Assets, and that from and after delivery of the Monitor’s Certificate all Claims and Encumbrances shall attach to the Net Proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

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

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

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

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

CHANGE OF NAME AND STYLE OF CAUSE

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

ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

DISTRIBUTIONS

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

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

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

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

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

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

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

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

the Distributions shall be made free and clear of all Claims, including the Charges, and shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Applicants and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent

conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

SEALING PROVISION

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

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

GENERAL

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

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

Schedule "A" – Form of Monitor's Certificate

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

Applicants

MONITOR'S CERTIFICATE

RECITALS

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

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

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

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

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

THE MONITOR CERTIFIES the following:

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

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

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

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

By:

Name:

Title:

Schedule "B" - Encumbrances

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

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

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

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

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


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

iv. Registrations pursuant to the Uniform Commercial Code

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

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


Trademark Registrations and Applications (Canada)

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

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

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

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






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

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

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

Trademark Registrations and Applications (United States)

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

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

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

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

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

Copyright Registrations (Canada)

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

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

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

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

Schedule “C” – Permitted Encumbrances

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

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

Applicants

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

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

PROCEEDING COMMENCED AT TORONTO

**APPROVAL, VESTING AND
DISTRIBUTION ORDER**

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