

Court File No. CV-13-10078-00CL

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

BETWEEN:

**INGALLS & SNYDER LLC**

Applicant

- and -

**THE MEDIPATTERN CORPORATION**

Respondent

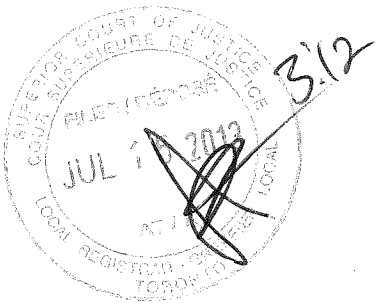
**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF THE  
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED AND  
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

**AND IN THE MATTER OF SECTION 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**

**RECEIVER'S VESTING CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Mr. Justice Wilton-Siegel of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated May 7, 2013, BDO Canada Limited was appointed as the receiver (the "Receiver"), without security, of all of the undertaking, property and assets of The Medipattern Corporation (the "Debtor").



B. Pursuant to an Order of the Court dated July 15, 2013, the Court approved the purchase and sale agreement made as of July 11, 2013 (the “**Sale Agreement**”) between the Receiver and Salient Imaging, Inc. (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 5 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the transaction has been completed to the satisfaction of the Receiver.

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

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 5 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser;
3. The transaction has been completed to the satisfaction of the Receiver; and
4. This Certificate was delivered by the Receiver at 11:30am [TIME] on July 15/13 [DATE].

**BDO CANADA LIMITED,**  
in its capacity as Receiver of the undertaking,  
property and assets of THE MEDIPATTERN  
CORPORATION, and not in its personal or  
corporate capacity

Per:



Name: Ken Pearl

Title: Vice President

INGALLS & SNYDER LLC

Applicant

- and -

THE MEDIPATTERN CORPORATION

Respondent

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(COMMERCIAL LIST)**

**Proceedings commenced at Toronto**

**RECEIVER'S VESTING CERTIFICATE**

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*Lawyers for BDO Canada Limited*