

Form 39.08

District of: Nova Scotia
Division of: 01-Halifax
Court No. 45907
Estate No. 51-3134197

Supreme Court of Nova Scotia
In Bankruptcy and Insolvency

**In the matter of the Notice of Intention to make a proposal of Motryx Inc. pursuant to the
Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended**

Affidavit of Niva Sabeshan

I make oath and give evidence as follows:

1. I am Niva Sabeshan, the Chief Executive Officer of the Applicant, Motryx Inc. (“**Motryx**”).
2. I have personal knowledge of the evidence sworn to in this affidavit except where otherwise stated to be based on information and belief.
3. I state, in this affidavit, the source of any information that is not based on my own personal knowledge, and I state my belief of the source.

A. Background

4. On September 27, 2024, Motryx filed a Notice of Intention to make a proposal (“**NOI**”) under the *Bankruptcy and Insolvency Act* (“**BIA**”), a true copy of which is attached hereto as **Exhibit “A”**.
5. Motryx is a privately held corporation, provincially incorporated on February 5, 2025, as an extra-provincial corporation federal (Canada) company pursuant to the *Nova Scotia Companies Act*.
6. It was originally incorporated as Maritime Biologgers Inc. The company officially changed its business name to Motryx Inc. on April 1, 2019.
7. Founded and incorporated by Dr. Franziska Broell and Andre Bezanson as a tech startup, the Company entered the market as a disruptive technology providing an improved method to ensure the safety of blood samples transported in hospitals via pneumatic tube systems.
8. The Company’s patented technology, VitalQC, allows for blood sample transport in a manner that ensures quality diagnostics and accurate testing, and is supported by clinical research proving to be a unique solution to an existing problem in the pre-analytical stage of diagnostic laboratory testing.

9. Its mission is to empower hospitals, labs and their patients with confidence that blood specimens are transported in a manner that ensures quality diagnostics and accurate testing by monitoring, measuring and reporting on quality indicators related to transport, which are relevant to testing outcomes to help laboratories fulfill requirements.

B. Financial Difficulties

10. Motryx experienced significant cash flow pressures due to poor sales following the COVID-19 pandemic. As a result, it sold 49.9% of its shares to Aerocom GBMH & Co. and, consequently, was unable to offer shares to any further investors to raise capital for operations.
11. Because of reduced revenue and its cash flow being depleted, Motryx has been unable to pay its employees and suppliers. Indeed, Motryx has not paid its two current employees for approximately two months prior to the NOI filing.
12. The NOI is necessary to allow Motryx the breathing room to restructure its operations and to obtain interim financing necessary to pay for operations while the restructuring is underway.

C. Key Assets and Liabilities

13. The key assets of Motryx consist primarily of intellectual property, including patented technology known as VitalQC, which measures quality control diagnostics of blood sample transport in hospitals via pneumatic tube systems. Other intellectual property includes technological hardware, algorithms and databases, customers lists, customer and channel partner contracts, online subscriptions including websites and applications, brand trademarks, marketing and promotional materials, and technical expertise.
14. Attached hereto as **Exhibit "B"** is a true copy of the registration against Motryx under the *Personal Property Security Act*, SNS 1995-96, c. 13 ("**PPSA**"), showing its key liabilities and its patents and trademarks showing its key assets.
15. Motryx's primary secured obligation is to Royal Bank of Canada ("**RBC**"). According to the loan documentation, RBC has extended two business visa cards with a limit of \$15,000.00 each, secured against the present and after acquired personal property of Motryx.
16. Motryx's primary unsecured obligations are privately held convertible debentures and notes payable, a term loan from the Atlantic Canada Opportunities Agency (ACOA), and a refinanced Canada Emergency Business Account (CEBA) loan with RBC.

D. Purpose of Restructuring

17. The purpose of this NOI is to creating stability for the Company's operations and to permit the Trustee to conduct a sale and investment solicitation process (the "Sale Process") for the marketing and sale of the business as a going-concern in whole or in part.

18. A restructuring of Motryx, while maintaining the going-concern operations, will preserve employment, maximize recovery for creditors and stakeholders, and avoid bankruptcy.
19. I believe that continuing the business as a going concern pending completion of a sale process is preferable to liquidation to preserve value for creditors and stakeholders, as its value is in the going concern enterprise.
20. Motryx does not own significant capital assets other than its intellectual property and any interruption to the business is likely to impact supply to customers, especially those outside of Canada.

E. Relief Sought

(i) Extension of Stay

21. The initial 30-day stay of proceedings under s. 50.4(8) of the BIA expires on October 27, 2024.
22. Since the filing of the NOI proceeding on September 27, 2024, Motryx has, among other things:
 - (a) Consulted with the Proposal Trustee in respect of operations, cash management, and vendor and supplier payments
 - (b) Engaged with RBC, with the assistance of the Proposal Trustee, to discuss and develop next steps contemplated in the restructuring proceeding;
 - (c) Engaged with employees to address any questions and concerns about the NOI;
 - (d) Engaged with suppliers to ensure the supply of goods and services to Motryx are not interrupted;
 - (e) Negotiated debtor-in-possession financing agreement (the “**DIP Loan**”) to be provided by Aerocom GBMH & Co to fund Motryx’s working capital it needs during the restructuring process and to pay critical suppliers such as employees and intellectual property professionals (“**DIP Agreement**”); and
 - (f) Assisting the Proposal Trustee in the development of a sale process which would preserve the assets and allow the business to continue as a going concern and preserve value for creditors and stake holders.
23. To permit Motryx to continue operating while it undertakes these restructuring steps, it seeks an extension of time to file a proposal pursuant to s. 50.4(9) of the BIA for a further 45-days (from the expiry of the initial stay period of October 27, 2024) up to and including December 11, 2024.

24. The extension of the stay of proceedings until December 11, 2024, will permit Motryx to continue operating and avoids the destruction of the value that would result from the shutdown of its operations because Motryx's customers would seek to immediately secure a separate supplier.
25. The stability offered by the stay of proceedings benefits the ongoing operations, provides reassurance to its customers, suppliers and employees and provides an opportunity to maximize realization for creditors and stakeholders through equity investment or any other sale and investment process that may be conducted and approved by this Honourable Court.
26. Motryx, with the assistance of the Proposal Trustee, has compiled a 13-week cash flow forecast that will be filed by the Proposal Trustee with its report ("**Cash Flow Forecast**").
27. The Cash Flow Forecast demonstrates that Motryx, with advances under the DIP Loan, will have sufficient cash flow to operate over the stay period. In the meantime, Motryx will work with due diligence and good faith to develop a proposal for the benefits of the general body of creditors.
28. I am not aware of any creditors who would be prejudiced by the extension of the time sought.

(ii) Administration Charge

29. Motryx seeks an administration charge over the Assets to a maximum amount of \$125,000.00 to secure fees and disbursements incurred in connection with this NOI both before and after filing of it (the "**Administration Charge**")
30. The Administrative Charge is proposed to rank in priority to all other security interests, claims of secured creditors, trusts, liens, charges and encumbrances, statutory or otherwise in favour of any person.
31. Motryx requires the expertise, knowledge, and continued participation of its advisors and professionals during the NOI in order to complete a successful restructuring and each of the beneficiaries of the Administration Charge has a distinct role in Motryx's restructuring.
32. Motryx worked with the Proposal Trustee to determine proposed quantum of the Administration Charge as being reasonable and appropriate in the circumstances, having regard to similar restructuring proceedings in the Atlantic provinces.

(iii) DIP Financing Charge

33. Motryx requires debtor-in-possession to sustain its operations, meet payroll obligations, and maintain sales, and conduct the Sales Process through the restructuring.
34. Without interim financing, the Company will be unable to continue operating as a going concern during the pendency of the proposed restructuring.

- 35. Motryx has negotiated debtor-in-possession financing to be provided by Aerocom GBMH & Co. in accordance with the terms and conditions as set out in the agreement (the “**DIP Agreement**”), a true copy of which is attached hereto as **Exhibit “C”**.
- 36. Advances under the DIP Loan are conditional upon the approval of the same by this Honourable Court and the granting of the priority charge in the maximum amount of \$360,000.00 against all of Motryx’s assets, property and undertaking, ranking in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise, subject only to the Administration Charge (the “**DIP Financing Charge**”).
- 37. The amount of funding is reasonable and necessary to allow Motryx to meet its obligations over the course of this NOI and is supported by the Cash Flow Forecast prepared with the assistance of the Proposal Trustee.
- 38. I swear this application in support of the application and for no other purpose.

Sworn to before me
on October 15, 2024
at Halifax, NS

Signature of authority



Signature of witness
Print name: Niva Sabeshan

A

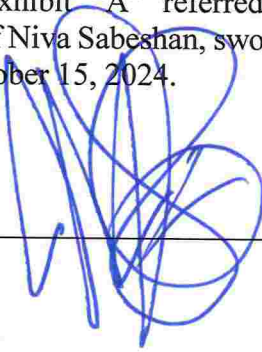
Form 39.09

Exhibit Stamp

Court No. 45907
Estate No. 51-3134197

This is Exhibit "A" referred to in the affidavit of Niva Sabeshan, sworn to before me on October 15, 2024.

Signature

A handwritten signature in blue ink, consisting of several overlapping loops and lines, positioned above a horizontal line.



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Nova Scotia
Division No. 01 - Halifax
Court No. 45907
Estate No. 51-3134197

In the Matter of the Notice of Intention to make a proposal of:

Motryx Inc.

Insolvent Person

BDO CANADA LIMITED / BDO CANADA LIMITÉE

Licensed Insolvency Trustee

Date of the Notice of Intention:

September 27, 2024

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL

Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: September 27, 2024, 14:17

E-File/Dépôt Electronique

Official Receiver

Maritime Centre , 1505 Barrington Street, 16th Floor, Halifax, Nova Scotia, Canada, B3J3K5, (877)376-9902

Canada

B

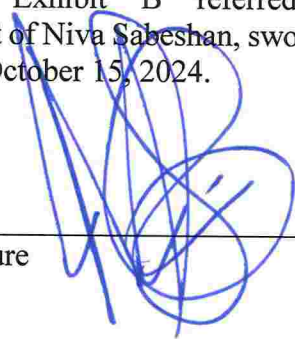
Form 39.09

Exhibit Stamp

Court No. 45907
Estate No. 51-3134197

This is Exhibit "B" referred to in the
affidavit of Niva Sabeshan, sworn to before
me on October 15, 2024.

Signature

A handwritten signature in blue ink, consisting of several overlapping loops and lines, positioned over a horizontal line.

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Nova Scotia
Type of Search:	Debtors (Enterprise)
Search Criteria:	Motryx Inc.
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-10-07 11:54 (Atlantic)
Transaction Number:	26211753
Searched By:	G194562

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	32356222	MOTRYX INC.	HALIFAX

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (**) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 1 registration(s) contained information that **exactly** matched the search criteria you specified.
- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 32356222

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	32356222	2020-01-28 15:58	2025-01-28	1837467-RB10

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
MOTRYX INC.
1505 BARRINGTON ST, UNIT 100

HALIFAX NS B3J 3K5
Canada

Secured Parties

Type: Enterprise
Royal Bank Of Canada
7101 PARC AVENUE, 5TH FLOOR
MONTREAL QC H3N 1X9
Canada

General Collateral

All of the Debtor's present and after-acquired personal property except for consumer goods and all proceeds thereof, including, without limitation, all of the Debtor's personal and after-acquired personal property.

END OF REPORT

INTERNAL MEMORANDUM

DATE: **October 7, 2024** FILE NO: **177166**
TO: **Joshua Santimaw** SENDER: **Lola Williams-Afolabi**
AND TO: **Due Diligence**
SUBJECT: **Trademarks and Patents Search Report**

Search for Trademarks and Patents owned by: MOTRYX INC.

1. TRADEMARKS

Canada

Alternate Search Terms: MOTRYX % MOTRYX INC % Directors: JOHN LINDSAY%
ROLAND PFITZER% NIVASHINI SABESHAN%

Results: No matches for all

International

Alternate Search Terms: MOTRYX % MOTRYX INC %

Results: 8 matches for MOTRYX®:

S/N	Mark	Owner	Jurisdiction	Registration #	Class
1.	MOTRYX®	Motryx Inc.	USA	6207153	9
2.	MOTRYX®	Motryx Inc.	USA	6349168	42
3.	MOTRYX®	Motryx Inc.	EU	01843528	9, 42
4.	MOTRYX®	Motryx Inc.	UK	UK00918143528	9, 42
5.	VITALVIAL®	Motryx Inc.	USA	6207154	9
6.	VITALVIAL®	Motryx Inc.	USA	6356896	42
7.	VITALVIAL®	Motryx Inc.	EU	018143541	9, 42
8.	VITALVIAL®	Motryx Inc.	UK	UK00918143541	9, 42

2. PATENTS

Alternate Search Terms: MOTRYX % MOTRYX INC %

Canada

Results: 2 matches

S/N	Patent	Owner	Registration #	Int. Class
1.	SENSOR DEVICE AND METHOD OF MAKING THE SAME	Motryx Inc.	3037423	9
2.	DEVICE WITH ENCAPSULATED SENSOR AND METHOD OF MAKING THE SAME	Motryx Inc.	3036791	42

International


Results: 3 matches

S/N	Patent	Owner	Jurisdiction	Registration #	Int. Class
1.	SENSOR DEVICE FOR DETECTING TRANSPORT PARAMETERS AND METHOD OF MAKING THE SAME	Motryx Inc.	USA	20220187101	G01D 3/08
2.	SENSOR DEVICE FOR DETECTING TRANSPORT PARAMETERS AND METHOD OF MAKING THE SAME	Motryx Inc.	EPO	3938789	B01L 3/00
3.	SENSOR DEVICE FOR DETECTING TRANSPORT PARAMETERS AND METHOD OF MAKING THE SAME	Motryx Inc.	PCT	WO/2020/181375	G01N 37/00

GLOBAL BRAND DATABASE - FIND BY BRAND NAME REPORT

Generated on October 7, 2024

Owner: contains the word 'Motryx'

Results view Statistics view 

1.	MOTRYX	National Trademark Registration Registered (November 24, 2020) Number 6207153	Nice class 9 Owner Motryx Inc. (Canada) Country of filing USA
2.	VITALVIAL	National Trademark Registration Registered (November 24, 2020) Number 6207154	Nice class 9 Owner Motryx Inc. (Canada) Country of filing USA
3.	MOTRYX	Regional Trademark Registration Registered (February 27, 2020) Number 018143528 Expiry date 2029-10-28	Nice class 9, 42 Owner Motryx Inc (Canada) Region of filing European Union
4.	MOTRYX	National Trademark Registration Registered (May 11, 2021) Number 6349168	Nice class 42 Owner Motryx Inc. (Canada) Country of filing USA
5.	VITALVIAL	National Trademark Registration Registered (February 27, 2020) Number UK00918143541 Expiry date 2029-10-28	Nice class 9, 42 Owner Motryx Inc (Canada) Country of filing UK
6.	VITALVIAL	Regional Trademark Registration Registered (February 27, 2020) Number 018143541 Expiry date 2029-10-28	Nice class 9, 42 Owner Motryx Inc (Canada) Region of filing European Union
7.	VITALVIAL	National Trademark Registration Registered (May 18, 2021) Number 6356896	Nice class 42 Owner Motryx Inc. (Canada) Country of filing USA
8.	MOTRYX	National Trademark Registration Registered (February 27, 2020) Number UK00918143528 Expiry date 2029-10-28	Nice class 9, 42 Owner Motryx Inc (Canada) Country of filing UK



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 → Search Results

Search Results

Query

owners-on-record:(Motryx)

Search

Show entries

2 documents out of 2,570,059 matched your query.

#	Patent # ↑↓	Patent Title ↑↓	Score ↑↓
1.	3037423	SENSOR DEVICE AND METHOD OF MAKING THE SAME	100%
2.	3036791	DEVICE WITH ENCAPSULATED SENSOR AND METHOD OF MAKING THE SAME	99%

1

Version number:
3.4.13



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 → [Canadian Patent Database \(Canadian Patents Database\)](#) → [Search](#) → [Advanced Search](#)
 → [Search Results](#) → Patent Summary

Patent 3037423 Summary

▶ [Third-party information liability](#)

▶ [Claims and Abstract availability](#)

(12) Patent Application:	(11) CA 3037423
(54) English Title:	SENSOR DEVICE AND METHOD OF MAKING THE SAME
(54) French Title:	DISPOSITIF DE DETECTION ET SON PROCEDE DE FABRICATION
Status:	Application Compliant

▶ [Bibliographic Data](#)

▶ [Abstracts](#)

▶ [Claims](#)

▶ [Description](#)

▶ [Representative Drawing](#)

▶ [Administrative Status](#)

▼ [Owners on Record](#)

i Note: Records showing the ownership history in alphabetical order.

Current Owners on Record

MOTRYX INC.

Past Owners on Record

ANDRE BEZANSON

FRANZISKA BROELL

Past Owners that do not appear in the "Owners on Record" listing will appear in other documentation within the application.

► [Documents](#)

Version number:

3.4.13



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 → [Canadian Patent Database \(Canadian Patents Database\)](#) → [Search](#) → [Advanced Search](#)
 → [Search Results](#) → Patent Summary

Patent 3036791 Summary

▶ Third-party information liability	
▶ Claims and Abstract availability	
(12) Patent Application:	(11) CA 3036791
(54) English Title:	DEVICE WITH ENCAPSULATED SENSOR AND METHOD OF MAKING THE SAME
(54) French Title:	DISPOSITIF AVEC CAPTEUR ENCAPSULE ET SON PROCEDURE DE FABRICATION
Status:	Application Compliant

▶ Bibliographic Data
▶ Abstracts
▶ Claims
▶ Description
▶ Representative Drawing
▶ Administrative Status
▼ Owners on Record

i Note: Records showing the ownership history in alphabetical order.

Current Owners on Record

MOTRYX INC.

Past Owners on Record

ANDRE BEZANSON

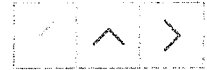
FRANZISKA BROELL

Past Owners that do not appear in the "Owners on Record" listing will appear in other documentation within the application.

► Documents**Version number:**

3.4.13

1. US20220187101 - SENSOR DEVICE FOR DETECTING TRANSPORT PARAMETERS AND METHOD OF MAKING THE SAME



National Biblio. Data Description Claims Drawings Patent Family Documents

PermaLink Machine translation

Office

United States of America

Application Number

17438312

Application Date

11.03.2020

Publication Number

20220187101

Publication Date

16.06.2022

Publication Kind

A1

IPC

G01D 3/08 G01D 9/00 G01D 7/08
G01D 21/02 G01D 15/28

CPC

G01D 9/007 G01D 3/08 G01D 2207/30
G01D 21/02 G01D 15/28 G01D 7/08

Applicants

Motryx Inc.

Inventors

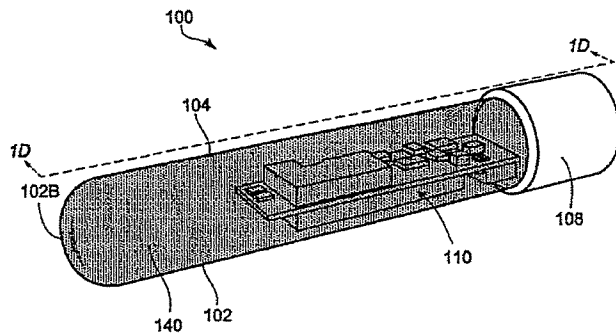
Andre Bezanson
Franziska Broell
Christopher Dail
Sunga Park

Priority Data

3036791 CA
3037423 CA

Title

[EN] SENSOR DEVICE FOR DETECTING TRANSPORT PARAMETERS AND METHOD OF MAKING THE SAME



Abstract

[EN]

A sensor device for detecting transport parameters representative of those experienced by a sample during transportation is provided. The sample is stored in a container. The sensor device includes a housing with a configuration that generally matches the configuration of the container, a hardened substrate portion formed from a substrate material, and a sensor assembly comprising at least one sensor for detecting at least one transport parameter (e.g. acceleration, orientation, temperature, etc.). The sensor assembly is secured within the housing by the hardened substrate portion. Optionally, a weight of the device approximates a combined weight of the container and the sample stored therein. The weight of the sensor device can be adjusted. When the device is positioned proximate to the container during transportation, the at least one transport parameter detected by the at least one sensor is analogous to that at least one transport parameter experienced in the container.

Related patent documents

WO/2020/181375 EP3938789

2. EP3938789 - SENSOR DEVICE FOR DETECTING TRANSPORT PARAMETERS AND METHOD OF MAKING THE SAME



National Biblio. Data Patent Family Documents

PermaLink Machine translation

Office

European Patent Office

Application Number

20770352

Application Date

11.03.2020

Publication Number

3938789

Publication Date

19.01.2022

Publication Kind

A4

IPC

B01L 3/00 G01D 9/00

CPC

B01L 3/5453 B01L 2200/12 B01L 2200/185

B01L 2300/024 B01L 2300/042

B01L 2300/0832

[View more classifications](#)

Applicants

MOTRYX INC

Inventors

BEZANSON ANDRE
BROELL FRANZISKA
DAIL CHRISTOPHER
PARK SUNGA

Designated States

[View all](#)

Priority Data

3036791 CA
3037423 CA
201962818050 13.03.2019 US
201962821169 20.03.2019 US
201962949695 18.12.2019 US

Title

[DE] SENSORVORRICHTUNG ZUR ERFASSUNG VON TRANSPORTPARAMETERN UND VERFAHREN ZU IHRER HERSTELLUNG

[EN] SENSOR DEVICE FOR DETECTING TRANSPORT PARAMETERS AND METHOD OF MAKING THE SAME

[FR] DISPOSITIF DÉTECTEUR PERMETTANT DE DÉTECTER DES PARAMÈTRES DE TRANSPORT ET PROCÉDÉ DE FABRICATION ASSOCIÉ

Abstract

[EN] A sensor device for detecting transport parameters representative of those experienced by a sample during transportation is provided. The sample is stored in a container. The sensor device includes a housing with a configuration that generally matches the configuration of the container, a hardened substrate portion formed from a substrate material, and a sensor assembly comprising at least one sensor for detecting at least one transport parameter (e.g. acceleration, orientation, temperature, etc.). The sensor assembly is secured within the housing by the hardened substrate portion. Optionally, a weight of the device approximates a combined weight of the container and the sample stored therein. The weight of the sensor device can be adjusted. When the device is positioned proximate to the container during transportation, the at least one transport parameter detected by the at least one sensor is analogous to that at least one transport parameter experienced in the container.

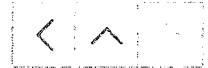
[FR] L'invention décrit un dispositif détecteur permettant de détecter des paramètres de transport représentatifs de ceux concernant un échantillon pendant un transport. L'échantillon est stocké dans un récipient. Le dispositif détecteur contient un boîtier dont la configuration correspond globalement à la configuration du récipient, une partie durcie de substrat, formée à partir d'un matériau de substrat, et un ensemble détecteur comprenant au moins un détecteur permettant de détecter au moins un paramètre de transport (par ex. l'accélération, l'orientation, la température, etc.). L'ensemble détecteur est fixé à l'intérieur du boîtier par la partie durcie de substrat. Un poids du dispositif avoisine éventuellement un poids combiné du récipient et de l'échantillon qui y est stocké. Le poids du dispositif détecteur peut être réglé. Lorsque le dispositif est positionné à proximité du récipient pendant le transport, lesdits paramètres de transport détectés par lesdits détecteurs sont analogues auxdits paramètres de transport concernant le récipient.

Related patent documents

[WO/2020/181375](#) [US20220187101](#)



3. WO2020181375 - SENSOR DEVICE FOR DETECTING TRANSPORT PARAMETERS AND METHOD OF MAKING THE SAME



PCT Biblio. Data Description Claims Drawings National Phase Patent Family Notices Documents

PermaLink Machine translation

Publication Number

WO/2020/181375

Publication Date

17.09.2020

International Application No.

PCT/CA2020/050320

International Filing Date

11.03.2020

IPC

G01N 37/00 2006.1	A61J 3/00 2006.1
B65G 51/08 2006.1	G01D 21/00 2006.1

CPC

B01L 2200/12	B01L 2200/185	B01L 2300/024
B01L 2300/042	B01L 2300/0832	
B01L 3/5453		

[View more classifications](#)

Applicants

MOTRYX INC. [CA]/[CA]
1505 Barrington St.
Unit 100
Halifax, Nova Scotia B3J 3K5
Canada

Inventors

BEZANSON, Andre
BROELL, Franziska
DAIL, Christopher
PARK, Sunga

Agents

BERESKIN & PARR LLP/S.E.N.C.R.L., S.R.L.
Scotia Plaza, 40 King Street West, 40th Floor
Toronto, Ontario M5H 3Y2
Canada

Priority Data

3036791	14.03.2019	CA
3037423	20.03.2019	CA
62/818,050	13.03.2019	US
62/821,169	20.03.2019	US
62/949,695	18.12.2019	US

Title

[EN] SENSOR DEVICE FOR DETECTING TRANSPORT PARAMETERS AND METHOD OF MAKING THE SAME
[FR] DISPOSITIF DÉTECTEUR PERMETTANT DE DÉTECTER DES PARAMÈTRES DE TRANSPORT ET PROCÉDÉ DE FABRICATION ASSOCIÉ

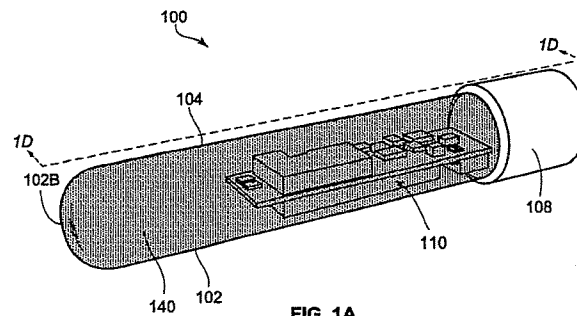


FIG. 1A

Abstract

[EN] A sensor device for detecting transport parameters representative of those experienced by a sample during transportation is provided. The sample is stored in a container. The sensor device includes a housing with a configuration that generally matches the configuration of the container, a hardened substrate portion formed from a substrate material, and a sensor assembly comprising at least one sensor for detecting at least one transport parameter (e.g. acceleration, orientation, temperature, etc.). The sensor assembly is secured within the housing by the hardened substrate portion. Optionally, a weight of the device approximates a combined weight of the container and the sample stored therein. The weight of the sensor device can be adjusted. When the device is positioned proximate to the container during transportation, the at least one transport parameter detected by the at least one sensor is analogous to that at least one transport parameter experienced in the container.

[FR] L'invention décrit un dispositif détecteur permettant de détecter des paramètres de transport représentatifs de ceux concernant un échantillon pendant un transport. L'échantillon est stocké dans un récipient. Le dispositif détecteur contient un boîtier dont la configuration correspond globalement à la configuration du récipient, une partie durcie de substrat, formée à partir d'un matériau de substrat, et un ensemble détecteur comprenant au moins un détecteur permettant de détecter au moins un paramètre de transport [par ex. l'accélération, l'orientation, la température, etc.]. L'ensemble détecteur est fixé à l'intérieur du boîtier par la partie durcie de substrat. Un poids du dispositif avoisine éventuellement un poids combiné du récipient et de l'échantillon qui y est stocké. Le poids du dispositif détecteur peut être réglé. Lorsque le dispositif est positionné à proximité du récipient pendant le transport, lesdits paramètres de transport détectés par lesdits détecteurs sont analogues auxdits paramètres de transport concernant le récipient.

Related patent documents

[EP3938789](#) [US20220187101](#)

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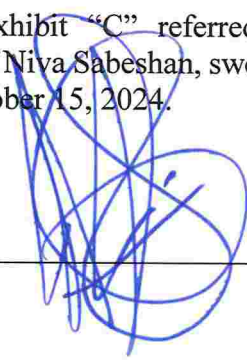
Form 39.09

Exhibit Stamp

Court No. 45907
Estate No. 51-3134197

This is Exhibit "C" referred to in the
affidavit of Niva Sabeshan, sworn to before
me on October 15, 2024.

Signature



CREDIT FACILITY TERM SHEET

WHEREAS Motryx Inc. intends to file a Notice of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act* (the "**NOI Proceedings**") and to appoint BDO Canada Limited as proposal trustee of the Borrower (in such capacity, the "**Proposal Trustee**"), and to seek an Order approving this Term Sheet and granting the Debtor-in-Possession ("**DIP**") Charge as defined herein;

AND WHEREAS the Borrower has requested that the DIP Lender (as defined below) provide interim financing to fund certain cash requirements of the Borrower during the pendency of the NOI Proceedings and any subsequent proceedings under the *Companies' Creditors Arrangement Act* as may be approved by the Supreme Court of Nova Scotia (the "**Court**");

AND WHEREAS the DIP Lender is willing to provide the DIP Loan herein to the Borrower in accordance with the terms and conditions set out in this Term Sheet;

NOW THEREFORE in consideration of the mutual covenants, terms and conditions set forth herein and for other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the parties agree as follows:

Borrower: Motryx Inc. (the "**Borrower**")

Lender: Aerocom GmbH & Co. (the "**DIP Lender**")

Effective Date: September 17, 2024

Term of DIP Loan: A super priority, debtor-in-possession interim, non-revolving credit facility up to a maximum principal amount of \$360,000.00 (the "**DIP Loan**") comprising for operating costs of the Borrower in accordance with the terms herein.

Currency: Except as otherwise expressly provided herein, all dollar amounts herein are in Canadian Dollars. All payments made hereunder shall be made in currency in respect of which the obligation requiring such payment arose.

Availability: Subject to fulfilment of the applicable conditions precedent to the availability of the DIP Loan set out herein (including, without limitation, the Court's Approval of the DIP Charge as defined below; and the Borrower's adherence to the Form 30 - Report of Consolidated Cash-Flow Statement by the Person Making the Proposal as filed pursuant to s.50.4(2) of the *Bankruptcy and Insolvency Act* (the "**Approved Cash Flows**") being satisfactory to each of the Proposal Trustee and the DIP Lender; and provided that no Event of Default (as defined below) has occurred and is then continuing, then the DIP Loan shall be advanced by the DIP Lender.

Advances:

Advances under the DIP Loan (collectively “**Advances**” and individually an “**Advance**”) shall be deposited in the Deposit Account and utilized by the Borrower in accordance with the terms hereof. “**Deposit Account**” means the account(s) maintained by the Borrower to which payments and transfers under this Term Sheet are to be deposited, which are specified in writing by the Borrower to the DIP Lender or such other account or accounts as the Borrower may from time to time designate by written notice to the DIP Lender.

Purpose / Use of Proceeds:

The proceeds of the DIP Loan will be used to fund such cash flow requirements of the Borrower on a going concern basis provided that the same is, unless approved by the DIP Lender and the Proposal Trustee in accordance with the Approved Cash Flows.

No portion of the DIP Loan proceeds shall be paid to any of the shareholders of the Borrower or related parties or entities unless approved in writing by the DIP Lender and the Proposal Trustee.

Court Officer:

The Proposal Trustee in BDO Canada Limited. The Proposal Trustee shall be authorized to have direct discussions with the DIP Lender, and the DIP Lender shall be entitled to receive information from the Proposal Trustee as may be requested by the DIP Lender from time to time.

Termination Date:

The maturity of the DIP Loan (the “**Termination Date**”) shall be the earliest of:

- (a) Six (6) months following the initial advance hereunder or such other date agreed to by the DIP Lender in its sole discretion;
- (b) The effective date of any merger, amalgamation, consolidation, arrangement, reorganization, recapitalization, sale or any other transactions affecting all or material part of its assets or operations or resulting in the change of ownership or control of the Borrower confirmed by the Court and satisfactory to the DIP Lender (any of the foregoing being a “**Transaction**”);
- (c) The date of which the stay of proceedings provided for in the NOI Proceedings is dismissed or terminated or the date on which either of the

Borrower becomes bankrupt or the stay is lifted to allow a filing of bankruptcy petition under the Bankruptcy and Insolvency Act receivership or similar insolvency proceeding is not otherwise stayed; and

- (d) The date of the acceleration of the DIP Loan and the termination of the commitment with respect to the DIP Loan as a result of an Event of Default hereunder (as defined herein).

All outstanding amounts under the DIP Loan, together with all interest accrued in respect thereof and all other amounts owing under this Term shall be payable in full on the Termination Date.

Interest Rate:

All amounts outstanding under the DIP Loan will bear interest at rate of **10 percent** *per annum*, on the daily balance outstanding under the DIP Loan.

Interest accrues and shall be due and payable on the Termination Date without further notice, protest, demand or other act on the part of the DIP Lender.

Repayment:

Unless otherwise repaid as contemplated herein, the DIP Loan shall be due, owing, payable and repaid on the Termination without further notice, protest, demand or other act on the part of the DIP Lender.

Mandatory Prepayments:

Unless otherwise consented to by the DIP Lender in its sole discretion, the DIP Loan shall be repaid in full from the net proceeds of any Transaction involving the Borrower.

Representations and Warranties:

The Borrower represents and warrants to the DIP Lender as of the date hereof, and as of the date of each advance under the DIP Loan that:

- (a) The Borrower is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power to carry on business as now and formerly conducted and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to constitute a material adverse effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required;

(b) The execution delivery and performance, as applicable, of this Term Sheet has been duly authorized by all actions, if any required on the part and by the Borrower enforceable against it in accordance with its terms, subject to applicable bankruptcy insolvency, reorganization, arrangement, winding-up, moratorium and other similar laws of general application that limit the enforcement of creditors' rights generally and to general equitable principles;

(c) the Approved Cash flows represent the Borrower's best estimate as at each applicable date of the likely results of the operations of the Borrower during the period applicable hereto and, to the Borrower's knowledge, such results are achievable as provided therein;

Covenants:

The Borrower covenants and agrees that:

- (a) the Borrower shall pay all amounts and satisfy all obligations in respect of the DIP Loan, including the Commitment Fee;
- (b) the Borrower shall not make or permit to be made any payment on account of obligations owing as of the date of the filing of the NOI by the Borrower without the prior consent of the Proposal Trustee and the DIP Lender or pursuant to an Order of the Court.
- (c) the Borrower shall not undertake any actions with respect to their respective assets, business operations and/or capital structure which would, in the sole determination of the DIP Lender, have a material adverse effect on the Borrower or the Collateral (as defined below);
- (d) the Borrower shall promptly provide the DIP Lender with any additional financial information reasonable requested by the DIP Lender, to the extent that such information is readily available;
- (e) the Borrower shall not incur any indebtedness, including the giving of guarantees, other than indebtedness specifically contemplated hereby or permitted in writing by the DIP Lender;

- (f) the Borrower shall not incur, create, assume or suffer to exist any lien, charge, security interest or other encumbrance on any Collateral now owned or hereafter acquired other than: (i) those encumbrances existing as of the date of the filing of the NO! by the Borrower or permitted by the DIP Lender in its sole discretion, and (ii) the DIP Charge (defined below);
- (g) the Borrower shall not enter into any other credit facility or loan arrangements that would be secured in priority to or *pari passu* with the DIP Loan;
- (h) without the prior written consent of the DIP Lender, the Borrower shall not: (i) declare or pay any dividends on, or make any other payments or distributions (whether by reduction of capital or otherwise) with respect to any of its respective issued and outstanding share or other equity interests, or (ii) make any loans;
- (i) the Borrower shall not sell any of its assets outside of the ordinary course of business without the prior written consent of the DIP Lender;
- (j) the Borrower shall promptly pay all DIP Expenses (as defined below), including all legal and advisory fees and expenses, of the DIP Lender as such DIP Expenses are incurred and invoiced to the Borrower; no portion of the DIP Loan proceeds shall be paid to any of the shareholders of the Borrower or related parties or entities without the written consent of the DIP Lender and the Proposal Trustee; and
- (k) the Borrower shall update the Approved Cash Flows and provide a copy thereof to the DIP Lender together with a comparison to the prior version for the DIP Lender's approval, it being understood that such updated Approved Cash Flows, if approved, become the Approved Cash Flows for the purposes hereof.
- (l) the Borrower shall update the Approved Cash Flows and provide a copy thereof to the DIP Lender

together with a comparison to the prior version for the DIP Lender's approval, it being understood that such updated Approved Cash Flows, if approved, become the Approved Cash Flows for the purposes hereof.

Security:

As continuing security (the "**DIP Security**") for the prompt payment of all amounts payable by the Borrower to the DIP Lender under this Term Sheet and as continuing security for the due and punctual performance by the Borrower of its existing and future obligations pursuant to this Term Sheet, the Borrower hereby grants, conveys, assigns, transfers, mortgages and charges as and by way of a fixed and specific security interest, to and in favour of the DIP Lender all of its property, assets, rights and undertaking, real and personal, moveable or immovable, tangible and intangible, legal or equitable, of whatsoever nature and kind, whatsoever locate, both present and future, now or hereinafter owned or acquired (collectively, the "**Collateral**"), including, without limitation, all real and immovable property (including leasehold lands) now or hereafter owned or acquired by such Borrower.

The DIP Security shall be elevated by way of a Court-ordered super-priority charge (the "**DIP Charge**") over the Collateral, which shall rank in priority to any security interests, claims, trusts or deemed trusts (statutory or otherwise) without any other formality or requirement, such as without limitation under the *Personal Property Security Act* or registrations in land registration offices or otherwise.

Event of Default:

An Event of Default shall include, without limitation the following:

- (a) The Borrower defaults in the payments of any amount due and payable to the DIP Lender (whether principal, interest or otherwise) pursuant to the Term Sheet;
- (b) Any representations and warranties made by the Borrower in this Term Sheet proves to be incorrect as of the date given;
- (c) The Borrower fails or neglects to observe or perform any term, covenant, condition or obligation contained or

referred to in this Term Sheet or any other document between the Borrower and the DIP Lender;

- (d) The stay of proceedings for and by virtue of the NOI Proceedings expires without being extended, the NOI Proceedings are dismissed or terminated, or the Borrower becomes subject to a bankruptcy proceeding under the *Bankruptcy and Insolvency Act* or a receivership or similar insolvency proceeding;
- (e) The entry of an order staying, amending, reversing, vacating or otherwise modifying, in each case without the prior written consent of the DIP Lender, the DIP Loan, the DIP Charge or the DIP Order (as defined below) or any other order granted by the Court in the NOI Proceedings or;
- (f) The Borrower undertakes any actions with respect to its assets, business operations and/or capital structure which would, in the sole determination of the DIP Lender, have a material adverse effect on the Borrower or the Collateral.

Upon the occurrence of an Event of Default, and in accordance with the notice terms of the DIP Order, all indebtedness of the Borrower to the DIP Lender shall become immediately due and payable and the DIP Lender may take all steps necessary to enforce its security.

The DIP Lender shall also have the right to exercise all other customary remedies, including, without limitation, the right to enforce and realize on all Collateral.

Conditions Precedent to Fund:

The conditions precedent for making the DIP Loan available to the Borrower, include, without limitation:

- (a) the representations and warranties made by the Borrower in this DIP Loan Term Sheet being true and correct as of the date given;
- (b) no Event of Default has occurred; and
- (c) issuance of an order by the Court (the "DIP Order"), satisfactory in form and substance to the DIP Lender in its sole discretion, approving

the DIP Loan, granting the DIP Charge with the priority contemplated herein and authorizing the payment by the Borrower of all of the fees and expenses in respect of the DIP Loan and of any monies advanced by the DIP Lender to the Borrower on or after the date of filing of the NOI unless otherwise agreed to by the DIP Lender in its sole discretion.

Illegality:

In the event that it becomes illegal for the DIP Lender to lend or continue to lend, the DIP Lender will be repaid and/or the DIP Lender's commitment will be cancelled.

Taxation:

All payments of principal, interest and fees will be made free and clear of all present and future taxes, levies, duties or other deductions of any nature whatsoever, levied either now or at any future time.

Governing Law and Jurisdiction:

Laws of the Province of Nova Scotia and the federal laws of Canada applicable in the Province of Nova Scotia. The Borrower agrees to submit to the non-exclusive jurisdiction of the Court.

Amendments, Waivers, Etc.:

No amendment or waiver of any provisions of this Term Sheet or consent to any departure by the Borrower from any provision thereof is effective unless it is in writing and signed by the DIP Lender (and in the case of amendments, the Borrower). Such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

Notices:

Any notice, request, consent, waiver or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or direct electronic transmission, including email, pdf email or "DocuSign" to such person at its address set out on its signature page hereof. Any such notice, request or other communication hereunder shall be concurrently sent to the Proposal Trustee and its counsel. Any such notice shall be deemed to be given and received when received, unless received after

5:00 Eastern Time or on a day other than a business day, in which case such notice, request, consent, waiver or other communication shall be deemed to be received on the next following business day.

Entire Agreement:

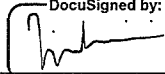
This Term Sheet constitutes the entire agreement between the parties hereto pertaining to the matters therein set forth and supersede and replace any prior understandings or arrangements pertaining to the DIP Loan. There are no warranties, representations, or agreements between the parties in connection with such matters except as specifically set forth or in this Term Sheet.

Signature:

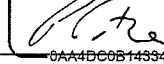
This Term Sheet may be executed in any number of counterparts, each of which taken together shall constitute once and the same instrument. Any counterpart of this Term Sheet can be executed and delivered by any manner or direct electronic transmission including without limitation "pdf email" or "DocuSign", each of which shall be deemed to be an original hereof.

IN WITNESS WHEREOF the parties hereby execute this Term Sheet as of September 17, 2024.

MOTRYX INC.

By:  _____
503908144A10493...
Title: CEO

AEROCOM SYSTEMS & CO.

By:  _____
0AA4DC0B1433437...
Title: Managing Director