

**THIS IS EXHIBIT "B" TO THE AFFIDAVIT OF  
GERALD BACHYNSKI SWORN BEFORE ME  
THIS 25<sup>TH</sup> DAY OF MARCH 25, 2015**



---

A Commissioner for taking Affidavits



### BLOCKED DEPOSITORY ACCOUNT AGREEMENT

THIS BLOCKED DEPOSITORY ACCOUNT AGREEMENT (this "Agreement"), dated as of October 31, 2014, represents the procedural agreement and processing requirements regarding the special Account No. 12750502662 (the "Blocked Account") which has been established at The Toronto-Dominion Bank, located at 20 Milverton Drive, Mississauga, Ontario L5R 3G2 ("Bank") by Comark Inc., located at 6789 Millcreek Drive, Mississauga, Ontario L5N 5M4 Canada (the "Company"), with reference to the following facts:

WHEREAS, this Agreement is executed pursuant to that certain Credit Agreement, dated as of October 31, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Financing Agreement"), among the Company, on the one hand, and, on the other hand, the lenders identified on the signature pages thereof (such lenders, together with their respective successors and assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), Collateral Agent (as defined therein) and Salus Capital Partners, LLC, located at 197 First Avenue, Suite 250, Needham, MA 02494, a Delaware Limited Liability Company, as administrative Agent for the lenders ("Agent", and collectively with the Lenders and the Collateral Agent, the "Lender Group"), for the purpose of securing the repayment of all obligations and the performance of all duties now or hereafter owing by the Company to the Lender Group, of every kind and description. This Agreement does not amend any of the terms of the Financing Agreement or the other Loan Documents (as defined in the Financing Agreement) and reference thereto is made for further particulars;

WHEREAS, pursuant to the Financing Agreement, the Company has granted a security interest in the Company's present and future inventory, accounts receivable and all proceeds thereof to the Collateral Agent for the benefit of the Lender Group; and

WHEREAS as a condition to the loans and other financial accommodations provided or to be provided by the Lender Group to the Company, upon the occurrence and during the continuance of an Event of Default (as defined in the Financing Agreement), all collections and proceeds received by the Company as payment for such inventory and accounts receivable are required to be remitted to Agent;

WHEREAS, Bank is willing to provide the services described herein commencing as of the date first written in this Agreement.

1. **Blocked Account.** The Blocked Account is to be entitled "Comark Inc." and will be subject to signing authority of Agent's authorized representatives. The Blocked Account may receive deposits made by and on behalf of the Company directly in the form of cash, cheques, credit card receipts, electronic funds credits, transfer through and automated clearing house ("ACH") and wire transfers. Except as otherwise provided herein, the provision of services and rights of Bank with respect to the Blocked Account shall be subject to Bank's Deposit Agreement with respect to the Blocked Account which are hereby incorporated herein by this reference thereto.

2. **Account Ownership and Control.** The Company will have no right to withdraw

in a case of a cheque or other item that is returned to the Bank unpaid or for any other reason whatsoever, within ninety-five (95) days after the date on which the funds represented by such cheque were transferred to Agent or, within forty-five (45) Business Days after the date the error forming the basis for the Chargeback is made, as applicable.

5. Transfers from the Blocked Account. Bank will initiate a book transfer of the available balance in the Blocked Account each day to the Company's operating account at Bank as follows:

The Toronto Dominion Bank  
SWIFT BIC:  
Mississauga, Ontario Transit#  
1275  
BNF Comark Inc.  
BNF A/C# 1275 0646-0503022  
Credit: Comark Inc.

The Company shall notify Agent weekly as to amounts transferred from the Blocked Account to the Company's operating account.

Upon receipt by Bank of an Activation Notice, Bank will, beginning on the next business day and each business day thereafter, transfer the opening available balance in the Blocked Account to the following account designated by Agent, as follows:

Santander Bank  
75 State Street  
Boston, MA 02129  
ABA Routing Number: 011075150  
Account Number: 75860051418  
Reference: Comark Inc.

or any other Agent account as Agent may instruct Bank from time to time, in writing. Agent has executed and delivered to Bank a replacement automatic standing wire transfer instruction in order to effect this transfer. Agent agrees to notify Bank in writing at least three (3) business days in advance of the effective date when Agent wants to implement the replacement automatic standing wire transfer instruction. Such Activation Notice shall be transmitted to the contact specified in paragraph 12 below by overnight courier, and is effective one (1) business day after it is actually received by the addressee.

6. Indemnity. The Company agrees that Bank and Agent (collectively the "Indemnified Parties") shall not be liable to the Company for any act done or step taken or omitted by the Indemnified Parties in good faith, or for any mistake in fact or law, or for anything the Indemnified Parties may do or refrain from doing in connection with or as required by this Agreement, except for an Indemnified Party's gross negligence, failure to exercise ordinary care or to act in good faith. The Company agrees to reimburse and indemnify the Indemnified Parties for, and hold the Indemnified Parties harmless against any and all claims, controversies, losses, liabilities, suits,

judgments, costs, expenses, including attorneys' fees, at any time incurred in defending against any such claim or controversy asserted by any third parties, provided, however, that any such claims, controversies, losses, liabilities, suits, judgments, costs and expenses were not the result of such Indemnified Party's gross negligence, failure to exercise ordinary care or to act in good faith. Company agrees that in no event will the Indemnified Parties be liable for any indirect damages, lost profits, special, punitive, or consequential damages which arise out of or in connection with the services contemplated by this Agreement or for events and circumstances beyond its reasonable control. The provisions of this paragraph shall survive termination of this Agreement.

7. **Bank Account Statements.** At the end of each month, Bank's regular statement covering the deposits to and withdrawals from the Blocked Account is to be sent to the Company at Comark Inc., 6789 Millcreek Drive, Mississauga, Ontario L5N 5M4 Canada. The Company will promptly send a copy of that statement to Agent at Salus Capital Partners, LLC, 197 First Avenue, Suite 250, Needham, MA 02494, Attention: Portfolio Manager - Comark. Upon receipt by Bank of an Activation Notice, Bank's regular statement will, beginning the next month, be sent directly to Agent.

8. **Information Reporting.** Bank will provide balance and transaction reporting on the Blocked Account to Agent and to the Company, if requested, at the Company's expense.

9. **Amendments, Successors and Assigns.** With the exception of changes in customary charges, which require prior written notice to the Company, and transfers of funds changes, which require only Agent's written notice, this Agreement shall be modified only upon agreement in writing of all of the parties hereto. This Agreement shall be binding on the parties and their successors or assigns.

10. **Court Order.** In the event that Bank is served with a court order which affects the Blocked Account, Bank will act in accordance with such court order. Until a court order is received by Bank issued by any court of competent jurisdiction, Bank shall not have the right nor will it place a hold on funds in, or in the process of being deposited to, the Blocked Account and will process funds in strict accordance with the terms and conditions of this Agreement.

11. **Termination.** Bank may terminate this agreement by written notice delivered to Agent and the Company thirty (30) days prior to the effective date of such termination. Agent may terminate this agreement at any time by written notice delivered to the Company and Bank. Such notice shall be transmitted by certified mail, return receipt requested, facsimile followed by courier, or U.S. or Canadian mail, or by personal delivery to the address herein designated. No such termination shall impair the rights of either party with respect to items processed prior to the effective date of termination. The Company may not terminate this Agreement nor may it close the Blocked Account without prior written consent of Agent.

12. **Contacts.**

Any contact with Bank regarding operational matters should be directed to Rob Sanders,

any amounts in the Blocked Account, from and after written notice from Agent that an Event of Default has occurred and is continuing (an "Activation Notice"), subject to Bank's right to be paid customary charges in connection with this Agreement. The Company also agrees and covenants, from and after delivery of an Activation Notice from Agent that it will not make any withdrawals from the Blocked Account, except as indicated herein, and Bank agrees not to honor any disbursement requests originated by the Company that will debit the Blocked Account. As between the parties hereto, all funds on deposit in the Blocked Account are subject to the rights of Agent as set forth herein. Bank will, from and after receipt of an Activation Notice from Agent, only abide by instructions given by Agent related to the withdrawal, transfer or disbursement of funds from the Blocked Account, notwithstanding any objection by the Company. Prior to the delivery of an Activation Notice the Bank shall be entitled to disburse amounts from the Blocked Account in accordance with its standard procedures and the Borrower may operate and transact business through the Blocked Account in the ordinary course of business, consistent with the Borrower's practice, including making withdrawals from the Blocked Account, but the Borrower covenants to Agent that it will not close the Blocked Account. Except as set out in this Agreement the Blocked Account will not be subject to deductions, setoff, banker's lien, or any other right in favor of any person other than Agent, other than Bank's right to be paid customary charges in connection with this Agreement.

3. **Bank's Acknowledgement.** Bank hereby acknowledges that the Company has granted a security interest in the Blocked Account and all monies therein granted to Collateral Agent for the benefit of the Lender Group and Bank consents to such security interest. Bank further agrees that at all times it will make distribution from said Blocked Account only in accordance with Paragraph 5 below.

4. **Returned Items.** Notwithstanding section 2, the Bank shall be entitled to automatically debit, by mechanical, electronic or manual means, any one or more of the Blocked Account at any time and from time to time solely for:

(A) the amount of any cheque or other item deposited in a Blocked Account after the date hereof which is subsequently returned to the Bank unpaid for any reason whatsoever; and

(B) the amount of any required adjustments due to clerical errors or calculation errors directly related to any Blocked Account.

(all such amounts in clauses (a) and (b) being collectively, the "Chargebacks"); and provided, further, that if the Bank has transferred to a Agent the funds on deposit in the Blocked Account in respect of which the Bank is entitled to a Chargeback and the funds in the Blocked Account are insufficient to cover the amount of the relevant Chargeback, Agent shall pay to the Bank the lesser of (x) the amount of the deficiency in funds in the Blocked Account, and (y) the amount transferred to Agent or otherwise paid to or to the order of Agent, within three (3) Business Days of receipt of a statement signed by the Bank confirming the details of such Chargeback and the Bank's entitlement to it under this Section 3 in form satisfactory to Agent; provided however, Agent shall only be required to make any such payment if the Bank has made such request for payment,



telephone number (905) 890-4122.

Any contact with the Company regarding operational matters should be directed to Karen Sturino, telephone number (905) 567-7375 ext. 2187, or in her absence, Bill King, telephone number (905) 567-7375 x2128.

Any contact with Agent regarding operational matters should be directed to the Portfolio Manager - Comark, telephone number (617) 420-2670. Please reference Comark Inc. when calling.

13. **Bank's Protection.** The Bank shall be fully protected in acting on any order or direction given by Agent respecting the Blocked Account without making any inquiry as to Agent's (a) right or authority to give such order or direction (b) delivery of an Activation Notice or (c) the application of any payment made pursuant thereto. It is understood that the services contemplated by this Agreement are provided as a convenience to the Company and, in consideration thereof, the Company agrees to indemnify and hold the Bank harmless from any and all liabilities, claims, losses and demands whatsoever, including attorney fees, howsoever arising or incurred because of, or in connection with, the Bank's performance of this Agreement and the transfer of funds contemplated hereunder, to the extent provided by paragraph 5.

14. **Limitation of Bank's Liability.** The Bank undertakes to perform only such duties as are expressly set forth in this Agreement and to deal with the Blocked Account with the degree of skill and care that the Bank accords to all accounts and funds maintained and held by it on behalf of its customers. Notwithstanding any other provision of this Agreement, it is agreed by the parties hereto that the Bank shall not be liable for any action taken by it or any of its directors, officers or employees in accordance with this Agreement except for its or their own violation of law, gross negligence or willful misconduct. In no event shall the Bank be liable for losses or delays resulting from computer malfunctions or interruption of communication facilities which are beyond the Bank's control or from other causes which are beyond the Bank's control or from force majeure or for indirect, special or consequential damages.

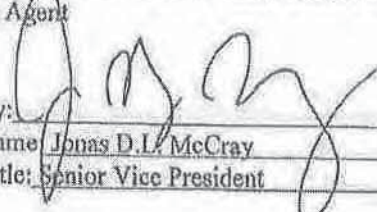
15. **Miscellaneous.** This Agreement may be executed in one or more counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver such manually executed counterpart shall not affect the validity, enforceability, and binding effect hereof.


This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Without prejudice to the ability of Agent to enforce this Agreement in any other proper jurisdiction, each of the Company and Bank irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of such province. To the extent permitted by applicable law, each of the Company and Bank irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter

have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

**SALUS CAPITAL PARTNERS, LLC**  
as Agent

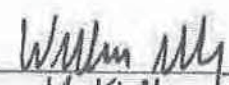
By:   
Name: Jonas D.L. McCray  
Title: Senior Vice President

By:   
Name: Kyle C. Shonak  
Title: Executive Vice President

**THE TORONTO- DOMINION BANK,**  
as Bank

By:   
Name: CURTIS NEUMANN  
Title: Manager Commercial Credit

**COMARK INC., the Company**

By:   
Name: W. KING  
Title: V.P. + CFO