

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re:

Chapter 15

3MotionAI Inc.,

Case No. 25-11864 (CTG)

Debtor in a foreign proceeding.

RE: D.I. 33 & 47

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**ORDER GRANTING FOREIGN REPRESENTATIVE'S MOTION FOR ENTRY OF
AN ORDER (I) RECOGNIZING AND ENFORCING THE BIA APPROVAL AND
VESTING ORDER, (II) APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE
DEBTOR'S ASSETS FREE AND CLEAR OF LIENS, CLAIMS, AND
ENCUMBRANCES AND (III) GRANTING RELATED RELIEF**

Upon the motion dated November 24, 2025 [D.I. 37] (the “Motion”) ¹ of TDB Restructuring Limited (“TDB Restructuring”), in its capacity as the authorized foreign representative (the “Foreign Representative”) for the above-captioned debtor (“3Motion” or the “Debtor”), seeking entry of an order (this “Order”): (i) recognizing and enforcing the order, attached as Exhibit 1 hereto (the “BIA Approval and Vesting Order”), entered by the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) on November 19, 2025 in the Debtor’s proceeding (the “BIA Proceeding”) under Canada’s Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, as amended (the “BIA”), approving, among other things, the sale of substantially all of the Debtor’s assets (the “Purchased Assets”) to SimpleTherapy Inc. (the “Purchaser”); (ii) approving, under section 363 of the Bankruptcy Code, the sale of the Purchased Assets to the Purchaser pursuant to the Asset Purchase Agreement (“APA”) attached to the Motion as Exhibit A thereto, free and clear of all liens, claims, encumbrances, and other interests (other than Permitted Encumbrances); and (iii) granting related relief, all as more fully set forth in the Motion; and this

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion or in the APA.

Court having found it has jurisdiction over the relief requested in the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and this being a core proceeding under 28 U.S.C. § 157(b); and venue being proper under 28 U.S.C. § 1410; and due and sufficient notice of the Motion having been given under the circumstances; and a notice of interest (the “Notice of Interest”) having been sent to counsel for the Foreign Representative on December 8, 2025 by Mr. Garry Derenoski, President & CEO of Bridges Health Services Inc., a shareholder of the Debtor; and it appearing that the relief requested in the Motion is in the best interest of the Debtor, its estate (the “Estate”), and its creditors and other parties in interest; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing on December 3, 2025 before this Court (the “Sale Hearing”), and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court, and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

- A. The legal and factual bases set forth in the Motion and at the Hearing establish just and sufficient cause to grant the relief set forth herein.
- B. This Court previously entered the Recognition Order [D.I. 31] on November 20, 2025, finding that the Foreign Representative had satisfied the requirements of, among others, sections 101(23) and (24), 1504, 1509, 1515, 1517, 1520, and 1521 of the Bankruptcy Code. All such findings by this Court are hereby incorporated by reference herein and such Recognition Order shall continue in effect in all other respects except to the extent this Order directly modifies or directly contradicts such Recognition Order.

C. On October 1, 2025, the Canadian Court entered the Initial Proposal and SISP Order, authorizing the Debtor, under the Foreign Representative's (as Proposal Trustee) supervision, to implement a sale and investment solicitation process in accordance with the terms thereof, and provided other relief as set forth therein.

D. At the conclusion of the marketing and bidding process established by the Initial Proposal and SISP Order, the Foreign Representative, as Proposal Trustee, selected SimpleTherapy, Inc. (the "Purchaser") as the successful bidder with the best or otherwise highest bid. Thereafter, the Debtor and the Purchaser negotiated the terms of the APA with the consent and approval of the Proposal Trustee, and presented the APA to the Canadian Court.

E. On October 29, 2025, the Debtor and the Purchaser entered into that certain APA (such agreement, together with all schedules and exhibits attached thereto, the APA attached as **Exhibit A** to the Motion and the transactions contemplated therein, collectively, the "Sale Transaction").

F. Subsection 6.3(b) of the APA provides that "the obligations of the Vendor and the Purchaser to complete the Transaction shall be subject to the following additional conditions: . . . the Approval and Vesting Order will have been recognized in the Chapter 15 Proceedings to enforce the Approval and Vesting Order in the United States, on notice to the service list, including VelocityEHS Holdings, Inc., and any other parties as may be requested by the Purchaser and such Order shall have been issued by the applicable court and shall be satisfactory to the Purchaser and shall be a Final Order of the applicable court.

G. On November 19, 2025, the Canadian Court entered an Approval and Vesting Order), in relevant part, approving the proposed sale transaction and APA between the Debtor and

the Purchaser and authorizing the Debtor to execute the proposed APA with the approval of the Proposal Trustee.

H. **Jurisdiction and Venue.** This Court has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and this Motion in this District is proper under 28 U.S.C. § 1410.

I. **Statutory Predicates.** The statutory predicates for the relief sought in the Motion are sections 105, 363, 1507, 1520, 1525, and 1527 of title 11 of the United States Code (“Bankruptcy Code”), Rules 2002, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”), and Rules 2002-1, 6004-1, and 9013-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (“Local Rules”).

J. **Final Order.** This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h), and to any extent necessary under Bankruptcy Rule 9014, this Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

K. **Notice.** The provision to the Notice Parties of notice of the Motion and the relief requested therein, the proposed Sale, the time and place of the Sale Hearing, and the time for filing objections to the Motion was reasonably calculated to, and in fact did, provide all interested parties with timely and proper notice of the Motion and the relief requested therein, the proposed Sale, the time and place of the Sale Hearing, and the time for filing objections to the Motion.

L. As evidenced by the certificates of service previously filed with the Court, proper, timely, adequate, and sufficient notice of the Motion, Sale Hearing, Sale and transactions contemplated thereby, has been provided under sections 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 9007, and no other or further notice of the Motion or Sale

Hearing is or shall be required. The disclosures made by the Foreign Representative concerning the Motion and Sale Hearing were good, complete, and adequate.

M. **Corporate Authority.** Subject to the entry of this Order, the Debtor (i) has the requisite power and authority to execute, deliver, and perform its obligations under the APA and all other documents contemplated thereby. No government, regulatory, or other consents other than those expressly provided for in the APA were required for the execution, delivery and performance by the Debtor or the Foreign Representative of the APA or the consummation of the Sale contemplated thereby.

N. Based upon the information contained in the Motion, the Tannenbaum Declaration, and the record made at the Sale Hearing, if necessary, the Foreign Representative, acting as the Proposal Trustee in the BIA Proceeding, conducted the SISP to solicit interest in substantially all of the Debtor's assets, separately and/or collectively, in accordance with the terms of the Initial and SISP Order and selected the Purchaser as the Successful Bidder; and such process was non-collusive, duly noticed, and provided a reasonably opportunity to make any offer to purchase the Debtor's Assets.

O. Likewise, based upon the Motion, the Tannenbaum Declaration, and the record made at the Sale Hearing, if necessary, the negotiation of the APA between the Purchaser and the Debtor was in good faith and at arm's-length. The consideration to be paid by the Purchaser under the APA was negotiated at arm's-length and constitutes (i) fair, adequate, and reasonable consideration for the Purchased Assets and (ii) reasonably equivalent value for the Purchased Assets. The terms and conditions set forth in the APA are fair and reasonable under these circumstances and were not entered into for the purpose of, nor do they have the effect of, hindering, delaying, or defrauding the Debtor or its creditors under any applicable laws.

P. **Free and Clear.** The Purchased Assets are property of the Debtor's estate and title thereto is vested in the Debtor's estate within the meaning of section 541(a) of the Bankruptcy Code. Subject to section 363(f) of the Bankruptcy Code, the transfer of each of the Purchased Assets to Purchaser, in accordance with the APA will be, as of the Closing Date, a legal, valid, and effective transfer of the Purchased Assets, which transfer vests or will vest Purchaser with all right, title, and interest of the Debtor's estate to the Purchased Assets free and clear of all Liens (other than Assumed Liabilities or Permitted Liens expressly assumed under, or permitted by, the APA). Purchaser would not have entered into the APA and would not consummate the transactions contemplated thereby if the Sale to Purchaser was not free and clear of all Liens other than the Assumed Liabilities.

Q. **Sale in Best Interests of the Debtor's Estate; Consideration.** Good and sufficient reasons for approval of the APA and the transactions to be consummated in connection therewith have been articulated, and the relief requested in the Motion is in the best interests of the Debtor, its estate, its creditors, and its other parties in interest. The Foreign Representative has demonstrated both (a) good, sufficient and sound business purposes and justifications and (b) compelling circumstances for the Sale other than in the ordinary course of business pursuant to section 363(b) of the Bankruptcy Code, in that, among other things, the immediate consummation of the Sale to Purchaser is necessary and appropriate to maximize the value of the Debtor's estate.

R. The total consideration provided by the Purchaser for the Purchased Assets, as reflected in the APA, is the highest and otherwise best offer received by, and available to, the Foreign Representative for the Purchased Assets. The Foreign Representative's determination that the APA is the highest and otherwise best offer constitutes a valid and sound exercise of the

Foreign Representative's business judgment, and the Foreign Representative's decision to enter into the APA and the Sale Transaction constitutes a proper exercise of the Foreign Representative's business judgment. The offer of the Purchaser, upon the terms and conditions set forth in the APA, including the total consideration to be realized by the Debtor thereunder, (i) is the highest and otherwise best offer received by the Foreign Representative after an extensive pre-petition marketing process, and (ii) is in the best interests of the Debtor, its creditors, its estate and other parties in interest. Taking into consideration all relevant factors and circumstances, no other entity has submitted a higher or otherwise better offer to purchase the Purchased Assets from the Foreign Representative, and the Sale Transaction is the best alternative for the Foreign Representative.

S. **The Good Faith of Purchaser and Seller.** Purchaser is purchasing the Purchased Assets, in accordance with the APA, in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to all of the protections afforded by such provision, and otherwise has proceeded in good faith in all respects in connection with the Debtor's Chapter 15 Case. As demonstrated by (i) evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, appropriate marketing efforts were conducted and, among other things: (a) the Purchaser in no way coerced the chapter 15 filing by the Debtor; and (b) all payments to be made by Purchaser in connection with the Sale have been disclosed. Based on the record in these cases and at the Sale Hearing on this Motion, none of the Foreign Representative, the Debtor, or Purchaser has engaged in any conduct that would cause or permit the APA to be avoided under Bankruptcy Code section 363(n).

T. **No Merger.** Purchaser is not a mere continuation of the Debtor and there is no continuity of enterprise between the Debtor and Purchaser. Purchaser is not a mere continuation of the Debtor or its estate by any reason or any theory of law or equity, and the transactions

contemplated under the APA do not amount to a consolidation, merger or de facto merger of Purchaser and the Debtor.

U. **Not an Insider.** Immediately prior to the Closing Date, the Purchaser was not an “insider” or “affiliate” of the Debtor, as those terms are defined in the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stockholders existed between the Debtor and Purchaser.

V. **No Successor.** Except for the contractual commitments of Purchaser under the Assumed Liabilities, Purchaser is not, and shall not be considered or deemed, as a result of any action taken in connection with the Sale transaction, to be a successor in interest of the Debtor or its estate for any purpose, including but not limited to under any federal, state, or local statute or common law, or revenue, pension, ERISA, tax, labor, employment, environmental, escheat or unclaimed property laws, or other law, rule, or regulation (including without limitation filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtor’s liability under such law, rule, or regulation or doctrine or common law, or under any product warranty liability law or doctrine with respect to the Debtor’s liability under such law, rule or regulation or doctrine, and shall not be deemed to be a “successor employer” for purposes of the Internal Revenue Code of 1986, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disability Act, the Family Medical Leave Act, the National Labor Relations Act, the Labor Management Relations Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Civil Rights Act of 1866 (42 U.S.C. 1981), the Employee Retirement Income Security Act, the Multiemployer Pension Protection Act, the Pension Protection Act and/or the Fair Labor Standards Act. Except for the (i) Assumed Liabilities, and (ii) transfer of the Purchased Assets to Purchaser, the Sale

Transaction will not subject Purchaser to any liability whatsoever with respect to the operation of the Debtor's business before the Closing Date or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity.

W. Time is of the essence in consummating the Sale Transaction. Based upon the information contained in the Motion, the Tannenbaum Declaration, and the record made at the Sale Hearing, if necessary, to maximize the value of the Debtor's assets, it is essential that the Sale Transaction be recognized and enforced in the United States promptly. The Foreign Representative, on behalf of the Debtor, has demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Transaction, as contemplated by the Transaction Agreement. Accordingly, there is cause to waive the stay that would otherwise be applicable under Bankruptcy Rule 6004(h) and, accordingly, the transactions contemplated by the APA can be closed as soon as reasonably practicable upon entry of this Order.

X. The interests of the Debtor's creditors in the United States are sufficiently protected. The relief granted herein is necessary and appropriate, in the interests of the public and international comity, consistent with the public policies of the United States, and warranted pursuant to sections 1521(b) and 1522 of the Bankruptcy Code.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein, and the proposed sale of Purchased Assets to the Purchaser upon the terms and conditions set forth in the APA is hereby approved in all respects.

2. Any objections, reservation of rights or the Notice of Interest filed or asserted in response to the Motion and the relief granted herein, to the extent not resolved as set forth herein or on the record at the Sale Hearing, are hereby overruled on the merits in their entirety with prejudice.

3. The BIA Approval and Vesting Order and all of its respective terms, including any immaterial or administrative amendments thereto, including those necessary to give effect to the substance of such order, either pursuant to the terms therein or as approved by the Canadian Court, are fully recognized and given full force and effect in the United States in their entirety.

4. The APA, and all other ancillary documents, and all of the terms and conditions thereof, including, for the avoidance of doubt, the sale of any assets located within the United States, are hereby approved in all respects. The failure specifically to include or reference any particular provision of the Sale Transaction in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Sale Transaction and the APA be authorized and approved in its entirety.

5. Pursuant to sections 105, 363, 1501, 1520, 1521, 1525, and 1527 of the Bankruptcy Code, the BIA Approval and Vesting Order, and this Order, the Debtor, the Purchaser, and the Foreign Representative (as well as their respective officers, employees, and agents) are authorized to take any and all actions necessary or appropriate to: (i) consummate the Sale Transaction, in accordance with the APA, the BIA Approval and Vesting Order, and this Order; and (ii) perform, consummate, implement, and close fully the Sale Transaction, together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement the Sale Transaction and the to take such additional steps an all further actions as may

be necessary or appropriate to the performance of the obligations contemplated by the APA, all without further order of the Court, including but not limited to any and all actions that may be required under applicable laws of all applicable governmental units, or as any of the officers of the Debtor or the Purchaser may determine are necessary or appropriate.

6. **Sale of Purchased Assets Free and Clear of Liens, Claims, and Encumbrances, and Other Interests.** Pursuant to Sections 105(a), 363, 1501, 1520, 1521, 1525, and 1527 of the Bankruptcy Code, on the Closing Date, upon consummation of the Sale Transaction, the Purchased Assets shall be sold to the Purchaser and the sale shall be a legal, valid, binding, and effective sale of substantially all of the Debtor's assets to the Purchaser. Upon consummation of the Sale Transaction, the Purchaser shall be vested with all right, title and interest of the Debtor in and to the Purchased Assets free and clear of any and all Liens, which Liens, if any, shall attach to the proceeds of the Sale, with the same validity, extent, and priority, and subject to the same defenses (including, without limitation, any defenses under chapter 5 of the Bankruptcy Code), as had attached to such asset immediately prior to the sale.

7. Pursuant to sections 105(a), 363(f), 1501, 1520, 1521, 1525, and 1527 of the Bankruptcy Code, upon the closing of the Sale Transaction and except with respect to solely Permitted Encumbrances and Assumed Liabilities: (i) no holder of a lien, claim, encumbrance, or other interest shall interfere, and each and every holder of a lien, claim, encumbrance, or other interest is enjoined from interfering, with the Purchaser's rights and title to or use and enjoyment of the Purchased Assets; and (ii) the sale of the Purchased Assets, the APA, and any instruments contemplated thereby shall be enforceable and binding upon, and not subject to rejection or avoidance by, the Debtor or any successor thereof. All persons holding a lien, claim, encumbrance, or other interest (other than Permitted Encumbrances and Assumed Liabilities) are forever barred

and enjoined from asserting such lien, claim, encumbrance, or other interest (other than Permitted Encumbrances and Assumed Liabilities) against the Purchased Assets, the Purchaser, or its affiliates and respective officers, directors, employees, managers, partners, members, financial advisors, attorneys, agents, and representatives, and their respective affiliates, successors, and assigns from and after closing of the Sale Transaction.

8. Pursuant to sections 363(b) and 363(f) of the Bankruptcy Code, the Foreign Representative is hereby authorized without the need of further approval from this Court to (a) execute any additional instruments or documents that may be reasonably necessary or appropriate to implement the APA, *provided* that such additional documents do not materially change the APA's terms adversely as to the Debtor's estate or any non-consenting third parties; (b) consummate the Sale in accordance with the terms and conditions of the APA and the instruments to the APA contemplated thereby; and (c) execute and deliver, perform under, consummate, implement, and close fully the transactions contemplated by the APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA and the Sale. Purchaser shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the APA or any other Sale-related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Order, *provided, however*, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

9. This Order and terms and provisions of the APA shall be binding in all respects upon the Foreign Representative, the Debtor, its Estate, all creditors of, and holders of equity interests in, the Debtor, any holders of encumbrances in, against, or on all or any portion of

the Purchased Assets (whether known or unknown), Purchaser and all successors and assigns of Purchaser, the Purchased Assets, and all parties in interest in the Debtor's bankruptcy case. This Order and the APA shall inure to the benefit of the Foreign Representative, the Estate, the Purchaser, and the respective successors and assigns of each of the foregoing. The APA shall not be subject to rejection or avoidance by the Foreign Representative or the Estate, or any Foreign Representative, examiner, or receiver.

10. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, the Debtor is authorized to sell the Purchased Assets to Purchaser in accordance with the APA and such sale shall constitute a legal, valid, binding, and effective sale of such Purchased Assets. Such sale of the Purchased Assets shall vest Purchaser with title in and to the Purchased Assets and, other than the Assumed Liabilities, Purchaser shall take title to and possession of the Purchased Assets free and clear of all encumbrances (other than the Assumed Liabilities) of any kind or nature whatsoever, including but not limited to successor or successor in interest liability and claims in respect of the Excluded Liabilities, with all such encumbrances to attach to the sale proceeds, if any, with the same validity, force and effect, and in the same order of priority, which such Lien had prior to the Sale, subject to any rights, claims and defenses of the Foreign Representative, the Debtor, and/or the Debtor's estate in connection therewith.

11. Except for the Assumed Liabilities, Purchaser shall not have any liability or other obligation of the Debtor arising under or related to any of the Purchased Assets. Without limiting the generality of the foregoing, and as expressly permitted in the APA, Purchaser shall not be liable for any Liens (other than the Assumed Liabilities) including, but not limited to, any liabilities whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtor or any obligations of the Debtor, including, but not limited

to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtor's business prior to the Closing Date.

12. Except as expressly permitted by this Order, or as expressly assumed pursuant to the APA, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and regulatory authorities, parties to executory contracts, customers, lenders, trade and other creditors, holding or asserting any claim of any kind or nature with respect to, arising under or out of, in connection with, or in any way relating to, the Debtor, any asset sold pursuant to this Order, the operation of the Debtor's business, shall be, and hereby are forever barred, estopped and permanently enjoined from asserting such claim against the Purchaser, its successors and assigns, or the Purchased Assets. The entry of this Order and consequent approval of the APA shall mean that the Purchaser shall not be deemed to (i) be the successor of (under any state, territorial, or federal law) or successor employer to the Debtor and shall instead be, and be deemed to be, a new employer with respect to any and all federal or state unemployment laws; (ii) have, de facto, or otherwise, merged or consolidated with or into the Debtor; (iii) be a mere continuation or substantial continuation of the Debtor or the enterprise(s) of the Debtor; or (iv) be liable for any acts or omissions of the Debtor in the conduct of its business or arising under or related to the Purchased Assets other than as set forth in the Sale Agreement and this Order. Without limiting the generality of the foregoing, the Purchaser shall not be liable for any liability (other than the Assumed Liabilities) against the Debtor, or any of its predecessors or affiliates, and the Purchaser shall have no successor or vicarious liability of any kind or character whatsoever with respect to the Purchased Assets. The Purchaser would not have acquired the Purchased Assets but for the foregoing protections against potential claims based upon "successor liability" theories.

13. **Further Assurances.** From time to time (but, in the case of the Foreign Representative, not later than the closing of this Chapter 15 Case), as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by the APA including such actions as may be necessary to vest, perfect, or confirm, of record or otherwise, in Purchaser its right, title and interest in and to the Purchased Assets.

14. **No Successor Liability.** Purchaser and its successors and assigns shall not be deemed, as a result of any action taken in connection with the transfer of the Purchased Assets, (i) to be a successor to the Debtor or its estate, (ii) to have, de facto or otherwise, merged or consolidated with or into the Debtor or its estate, (iii) to be a continuation or substantial continuation of the Debtor or any enterprise of the Debtor, (iv) to have a common identity with the Debtor, (v) to have acquired the trade or business of the Debtor for any purpose under applicable U.S. federal law (including the Bankruptcy Code and the Internal Revenue Code of 1986, as amended), or (vi) to be held out to the public as a continuation of the Debtor or the Debtor's trade or business, and Purchaser shall have no successor, transferee, or vicarious liability of any kind or character, including, but not limited to, under any theory of foreign, federal, state, or local antitrust, environmental, successor, tax, ERISA, assignee, or transferee liability, labor, product liability, employment, de facto merger, substantial continuity, or other law, rule, or regulation, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtor or any obligations of the Debtor arising prior to the Closing Date. Except as otherwise provided herein or in the APA, the transfer of the Purchased Assets to Purchaser pursuant to the APA shall not

result in Purchaser or the Purchased Assets having any liability or responsibility for, or being required to satisfy in any manner, whether in law or in equity, whether by payment, setoff, or otherwise, directly or indirectly, any claim against the Debtor or against any insider of the Debtor or any liens, claims, interests, or encumbrances.

15. **Consideration.** The consideration provided by Purchaser under the APA constitutes (i) reasonably equivalent value under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, and the Uniform Voidable Transactions Act, (ii) fair consideration under the Uniform Fraudulent Conveyance Act, and (iii) reasonably equivalent value, fair consideration and fair value under any other applicable Laws of the United States, any state, territory or possession thereof, or the District of Columbia. The consideration provided by Purchaser for the Purchased Assets under the APA is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code.

16. **Good Faith.** The Sale Transaction contemplated by the APA are undertaken by Purchaser without collusion and in “good faith,” as that term is used in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorizations provided herein shall not affect the validity of the Sale Transaction nor the transfer of the Purchased Assets to the Purchaser free and clear of all liens, claims, encumbrances, and other interests, unless such authorization is duly stayed pending such appeal. Purchaser is a good faith purchaser of the Purchased Assets and is entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code. Neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit the Sale Transaction to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code.

17. **Releases.** For the avoidance of doubt, nothing herein shall release, exculpate, or enjoin any claims arising out of fraud, bad faith, or illegal acts. Any legal, factual, equitable, or other defenses (including, but not limited to, waiver, release, estoppel, or res judicata) held by any current or former officer or director of the Debtor in connection with the any clam held by, asserted, or asserted in the future by any person relating in any manner to such current or former officer or director's role, position, conduct, acts, or omissions as an officer or director of any Debtor are hereby preserved and shall not be limited, waived, released, modified, or affected whatsoever by the entry of this Order. Without limiting the foregoing, the rights of any current or former officer or director of the Debtor to (a) raise or assert that the releases, exculpation, and/or injunctive provisions contained in the BIA Approval and Vesting Order entered in the BIA Proceeding are applicable to them and are fully enforceable as a defense in any action brought in any court, tribunal, or forum within the United States, and (b) seeking recognition of the releases contained in the BIA Approval and Vesting Order under the comity doctrine or any other similar cross-border cooperation doctrine or treaty are fully preserved and retained in full. Notwithstanding anything to the contrary in this Order, the BIA Approval and Vesting Order, or any other document, this Court shall retain exclusive jurisdiction to hear and determine all disputes which are in any forum or court within the territorial United States involving the existence, nature, scope, or enforcement of any releases granted in the BIA Approval and Vesting Order and recognized by this Order.

18. **Failure to Specify Provisions.** The failure specifically to include any particular provisions of the APA in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the APA be authorized and approved in its entirety; *provided, however,* that this Order shall govern if there is any inconsistency between the APA

(including all ancillary documents executed in connection therewith) and this Order. Likewise, all of the provisions of this Order are non-severable and mutually dependent. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion, the terms of this Order shall control.

19. **Notice.** Notice of the Motion, Sale Hearing, Sale Transaction, and any transactions contemplated thereby, was proper, timely, adequate, and sufficient under section 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 9007. The disclosures made by the Foreign Representative concerning the Motion and Sale Hearing were good, complete, and adequate.

20. **Non-Material Modifications.** The APA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in writing signed by such parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtor's estate or any nonconsenting third parties.

21. **No Stay of Order.** Notwithstanding any provisions of the Bankruptcy Rules to the contrary, including but not limited to Rule 6004(h), this Order, and the terms and conditions thereof, shall be effective and enforceable immediately upon its entry. Time is of the essence in closing the Sale Transaction referenced herein, and the Debtor and the Purchaser are hereby authorized to close the Sale as soon as practicable.

22. **Calculation of Time.** All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006.

23. All persons subject to the jurisdiction of the United States are permanently enjoined and restrained from taking any actions inconsistent with, or interfering with, the enforcement and

implementation of the BIA Approval and Vesting Order or any documents incorporated by the foregoing.

24. The Foreign Representative and Debtor are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion and the BIA Approval and Vesting Order.

25. The provisions of this Order and the APA are non-severable and mutually dependent. To the extent that there are inconsistencies between the terms of this Order and the BIA Approval and Vesting Order, on the one hand, and the APA, on the other hand, this Order and the BIA Approval and Vesting Order shall govern.

26. Nothing in this Order shall be construed to effectuate, grant or recognize a release of claims held by third parties, without prejudice to any future application to seek recognition of releases granted by the Canadian Court.

27. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: December 10th, 2025
Wilmington, Delaware



CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1
(BIA Approval and Vesting Order)

Court File No. BK-25-03267656-0032
Estate No. 32-3267656

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) WEDNESDAY, THE 19th
)
JUSTICE STEELE) DAY OF NOVEMBER, 2025

**IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C., 1985, C. B-3, AS
AMENDED**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF 3MOTIONAI INC. FILED IN THE CITY OF
MISSISSAUGA, IN THE PROVINCE OF ONTARIO**

APPROVAL AND VESTING ORDER

THIS MOTION, made by 3MotionAI Inc. (“**3Motion**”) pursuant to the *Bankruptcy and Insolvency Act* (the “**BIA**”), for an order approving, among other things, the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**APA**”) between 3Motion as vendor (the “**Vendor**”) and SimpleTherapy, Inc. as purchaser (the “**Purchaser**”) dated October 28, 2025, and vesting in the Purchaser the Vendor’s right, title, and interest in and to the assets described in the APA (the “**Purchased Assets**”), was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Notice of Motion and Motion Record of 3Motion, including the Affidavit of Reed Hanoun sworn November 9, 2025, and on hearing the submissions of counsel to the Vendor, TDB Restructuring Limited (“**TDB**”) in its capacity as proposal trustee (in such capacity, the “**Proposal Trustee**”), the Purchaser, and the other parties listed on the Participant Information Form, no one appearing for any other party although duly serves as appears from the certificate

of service of Saisha Mahil dated November 9, 2025, and Christopher Besant dated November 18, 2025:

SERVICE AND DEFINED TERMS

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meaning given to them in the APA.

SALE AGREEMENT APPROVAL

3. **THIS COURT ORDERS** that the Transaction and APA are hereby approved, and the execution of the APA by the Vendor is hereby authorized, ratified, and approved, *nunc pro tunc*, with such minor amendments as the Vendor and Purchaser, with the approval of the Proposal Trustee, may deem necessary. The Vendor and Proposal Trustee are hereby authorized and directed 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 Purchaser.
4. **THIS COURT ORDERS** that this Order shall constitute the only authorization required by the Vendor and the Proposal Trustee to proceed with the Transaction and that no director, shareholder, partner or other approvals shall be required in connection therewith.
5. **THIS COURT ORDERS** that upon the delivery of a Proposal Trustee's certificate to the Purchaser (the time of such delivery being referred to herein as the "**Closing Time**"), substantially in the form attached as **Schedule "A"** hereto (the "**Proposal Trustee's Certificate**"), all of the

Vendor's right, title and interest in and to the Purchased Assets described in the APA [and listed on **Schedule "B"** hereto] shall vest absolutely in the Purchaser, 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, 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 Cavanagh dated September 3, 2025; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act (Ontario)* or any other personal property registry system; and (iii) any claims of VelocityEHS Holdings, Inc. that were made or could have been made in respect of the litigation bearing Case No. 2024-0957-MTZ in Delaware (or which could have been made in respect of any dealings with 3Motion against any past or present officer or director of 3Motion or against Reed Hanoun in his personal capacity) (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

6. **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 shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Proposal Trustee's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets 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.

7. **THIS COURT ORDERS** that the Proposal Trustee may rely on written notice from the Vendor and the Purchaser regarding satisfaction or waiver, as applicable, of conditions to closing

under the APA and shall incur no liability with respect to the delivery of the Proposal Trustee's Certificate.

8. **THIS COURT ORDERS** that the Proposal Trustee is authorized to undertake and perform such activities and obligations as are reasonably required or contemplated to be undertaken or performed by the Proposal Trustee pursuant to this Order, the APA, or any ancillary document related thereto, and shall incur no liability in connection therewith, save and except for any gross negligence or wilful misconduct on its part.

9. **THIS COURT ORDERS AND DIRECTS** the Proposal Trustee to file with the Court a copy of the Proposal Trustee's Certificate, forthwith after delivery thereof.

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

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

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of the Vendor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Vendor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendor and shall not be void or voidable by creditors of the Vendor, 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.

RELEASES

12. **THIS COURT ORDERS** that in addition to the protections of the Proposal Trustee provided in any other order of this Court or under the BIA, the past and present directors, officers, employees, lawyers, and agents of 3Motion and of its past and present subsidiaries and affiliates, as well as the Proposal Trustee and its lawyers and their respective directors, officers, employees, partners, and agents (the "**Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future claims pertaining in any way to the past or present business, affairs, activities, relationships, contracts, employment relationships, tax and other statutory obligations, financing and fundraising of 3Motion or any of its past or present subsidiaries or affiliates (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, incurred in their official or personal capacities, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part of any act or omission, transaction, dealing or other occurrence existing or taking place prior to the Closing Time and arising in connection with or relating in any manner whatsoever to the APA, the

Transaction, or the conduct of this NOI Proceeding (collectively, the “**Released Claims**”), which Released Claims are hereby fully, finally, irrevocably, and forever waived, discharged, released, cancelled, and barred as against the Released Parties; *provided that* nothing in this paragraph shall waive, discharge, release, cancel, or bar any claim that is not permitted to be released pursuant to Section 50(14) of the BIA or any claim with respect to any act or omission that is determined by a court of competent jurisdiction to have constituted actual fraud, gross negligence, or wilful misconduct. For greater certainty, (i) all claims released above shall also be hereby deemed to be forever barred from being asserted; and (ii) this release and claims bar shall extend to any claim against any person who held any of the offices listed above in this paragraph, whether or not the claim is asserted against that person in that capacity or against them in some other capacity including their personal capacity. This release order is made without prejudice to the right of Mr Derenoski to apply to set aside the release as it pertains to him and his company Bridges Health Services Inc.

ASSIGNMENT IN BANKRUPCTY

13. **THIS COURT ORDERS** that from and after the Closing Date, the Proposal Trustee is authorized, but not obligated, to file an assignment in bankruptcy for the Vendor pursuant to the BIA in the city of Toronto, Province of Ontario naming TDB as the trustee in bankruptcy and in that regard to sign such documents in the name of the Vendor and take all such steps as are necessary to make the assignment in bankruptcy and commence proceedings under the BIA.

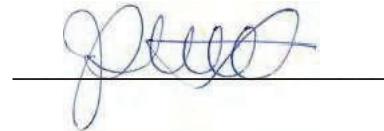
GENERAL

14. **THIS COURT ORDERS** that the Vendor or the Proposal Trustee shall be at liberty and is authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

15. **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 Vendor and the Proposal Trustee 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 Vendor and the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Vendor and the Proposal Trustee, as an officer of the Court, and their agents in carrying out the terms of this Order as may be necessary or desirable to give effect to this Order.

16. **THIS COURT ORDERS** that each of 3Motion and the Proposal Trustee shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory, or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Proposal Trustee is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

17. **THIS COURT ORDERS** that, notwithstanding Rule 59.05, this Order is effective from the date that it is made and is enforceable without any need for entry and filing.

A handwritten signature in blue ink, appearing to read "J. St. John", is placed over a horizontal line. The signature is fluid and cursive, with a distinct "J" at the beginning.

SCHEDULE "A"
FORM OF PROPOSAL TRUSTEE'S CERTIFICATE

Court File No. BK-25-03267656-0032
Estate No. 32-3267656

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C.,
1985, C. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
OF 3MOTIONAI INC. FILED IN THE CITY OF MISSISSAUGA, IN THE
PROVINCE OF ONTARIO

PROPOSAL TRUSTEE'S CERTIFICATE

RECITALS

- A. 3Motion AI Inc. (the “**Vendor**”) commenced these proceedings by filing a notice of intention to make a proposal under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, on September 3, 2025 (the “**NOI**”).
- B. TDB Restructuring Limited was appointed as proposal trustee (the “**Proposal Trustee**”) under the NOI.
- C. Pursuant to an Order of the Court dated November [●], 2025 (the “**AVO**”), the Court approved the agreement of purchase and sale made as of November [●], 2025 (the “**APA**”) between the Vendor and SimpleTherapy, Inc. (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Vendor’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 Proposal Trustee 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 the APA have been satisfied or waived by the Vendor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Proposal Trustee.
- D. Pursuant to the AVO, the Proposal Trustee may rely on written notice from the Vendor and the Purchaser regarding fulfillment of conditions to closing under the APA.

E. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the APA.

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Vendor and the Purchaser have each delivered written notice to the Proposal Trustee that all conditions under the APA have been satisfied and/or waived as applicable;
2. The Purchaser has paid and the Proposal Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the APA;
3. The conditions to Closing as set out in the APA have been satisfied or waived by each the Vendor and the Purchaser as applicable; and
4. The Transaction has been completed to the satisfaction of the Proposal Trustee.
5. This Certificate was delivered by the Proposal Trustee on _____.

TDB Restructuring Limited, in its capacity as Proposal Trustee of 3Motion AI Inc., and not in its personal capacity

Per: _____
Name: _____
Title: _____

**SCHEDULE "B"
PURCHASED ASSETS**

(a) the Software and all Intellectual Property rights worldwide in the Software owned by the Vendor related to the Business, including, without limitation, the exclusive worldwide right to develop, modify, market, sell, distribute and install the current and future releases of the Software product offerings including:

1. Health AI;
2. Preform AI;
3. ProPlay AI;
4. Risk AI;
5. ROSA; and
6. Sports AI

(b) all of the Intellectual Property related to the Business in respect of HealthAI, PreformAI, ProPlayAI, RiskAI, ROSA, and/or Sports AI owned by the Vendor, worldwide, in connection with the Business, whether registered or unregistered, including, without limitation, the Intellectual Property listed in Schedule "C";

(c) subject to Section 2.2, the Licensed Intellectual Property to extent exclusively used by the Vendor in respect of the Business or otherwise listed in Schedule "C";

(d) the Data Processing Systems to the extent exclusively used by the Vendor in respect of the Business or listed in Schedule "C";

(e) the Data Servers to the extent owned and exclusively used by the Vendor in respect of the Business; subject to Section 2.2, the benefit of all of the Assigned Contracts provided that such benefit shall not be sold, transferred and assigned until the relevant Contract becomes an Assigned Contract in accordance with Section 2.2 including by way of an Assignment Order, if required;

(f) all other Confidential Information;

(g) the Books and Records; and

but excluding, for greater certainty, the Excluded Assets. The purchase of the Purchased Assets will be free and clear of all Encumbrances (other than Assumed Liabilities) as provided for in the Approval and Vesting Order and the applicable Recognition Orders.

SCHEDULE "C"
INTELLECTUAL PROPERTY

All Intellectual Property belonging to the Vendor, including but not limited to:

OWNERSHIP CONFIRMATION

3MotionAI Inc. is the lawful owner of all Intellectual Property listed herein. The Company was formed in September 2022 through the amalgamation of:

- MyAbilities Technologies Inc.
- ProPlayAI Inc.

By operation of law pursuant to the amalgamation, all intellectual property of the predecessor entities vested in 3MotionAI Inc. without the need for separate assignment documentation.

A. PATENTS AND PATENT APPLICATIONS

1. Canadian Patent Applications

Active Patent Applications Under Prosecution

Application No.	Title	Application Type	Filing Date	Inventors	Status
CA3039602	Method for Use with a Job, System for Carrying Out the Method and Uses	Non-Provisional	4/9/2019	Reed Hanoun; Mike Sonne; David Lithwick	ACTIVE (Maintenance fee due 24 Nov. 2025)

Patent Portfolio Notes:

- **Confirmed Status:** Non-provisional application(s) were filed claiming priority to the provisional application 62/654,910
- **Current Prosecution:** Canadian Patent application is actively being prosecuted
- **Patent Agent:** The Company retains patent counsel who manages prosecution
- **Value Status:** Per inventor Reed Hanoun: "The application is very much active and valuable once secured"

- **Additional Applications:** All filed patent applications have been disclosed in the VDR; no additional applications outstanding

Technology Coverage: The patent application covers proprietary methods and systems for:

- Physical Demand Analysis and Injury (PDAI) prediction algorithms
- AI-driven biomechanical analysis using video capture technology
- Motion analysis and human performance assessment methodologies
- Risk assessment and injury prevention systems
- Applications across workplace safety, sports performance, and healthcare domains

Inventor Assignments: All three inventors (Reed Hanoun, Mike Sonne, David Lithwick) have executed IP assignment agreements in favor of 3MotionAI Inc. in accordance with standard company practice.

B. TRADEMARKS

1. Canadian Trademark Registrations

Mark	Filing Date	Registration Date	Status	Nice Classes	Owner of Record
ROSA (word mark)	May 8, 2018	Mar. 18, 2021	Registered (TMA1096244)	Classes 36, 41, 42, 44	3MotionAI Inc.
MYABILITIES (word mark)	Dec. 19, 2016	Dec. 9, 2019	Registered (TMA1065695)	Classes 9, 35	3MotionAI Inc.
MY (word mark)	Feb. 19, 2009	Sept. 1, 2010	Registered (TMA776069)	Classes 9, 10, 42	3MotionAI Inc.

2. United States Trademark Registrations/Applications

Mark	Filing Date	Registration Date	Status	Nice Classes	Owner of Record
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MYABILITIES (stylized with design)	May 9, 2018	October 22, 2019	Registered (U.S. Reg. No. 5,891,723); Sec. 8 filing due 10/22/2025 with grace period till 4/22/2026	Classes 9, 42, 44	MyAbilities Technologies Inc.
ROSA (word mark)	Nov. 6, 2018	Nov. 30, 2021	Registered (U.S. Reg. No. 6,571,632)	Classes 41,	MyAbilities Technologies, ⁴² Inc.
“Y” (stylized design mark)	Nov. 22, 2017	Aug. 24, 2021 /	Registered (U.S. Reg. No. 6,463,845)	Class 9	MyAbilities Technologies,
MY (word mark)	July 7, 2019	Jan. 12, 2021(U.S.)	Registered Reg. No. 6,242,498)	Class 41	MyAbilities Technologies,
MYTRAK (word mark)	July 9, 2019	Jan. 12, 2021(U.S.)	Registered Reg. No. 6,242,500)	Class 41	MyAbilities Technologies,
“Y” (Stylized design)	July 9, 2019	Jan. 12, 2021	Registered (U.S. Reg. No. 6,242,501)	Class 41	MyAbilities Technologies,
MYTRAK (Stylized design)	July 9, 2019	Jan. 12, 2021	Registered (U.S. Reg. No. 6,242,499)	Class 41	MyAbilities Technologies,
POET (word mark)	Feb. 19, 2019	n/a	Suspended application (App. Ser. No. 88306577)	Classes 35, 41	MyAbilities Technologies,In c.

Trademark Notes:

- Ownership Clarification:** While USPTO/CIPO records show "MyAbilities Technologies Inc." as original applicant, beneficial ownership vested in 3MotionAI Inc. through the September 2022 amalgamation
- Post-Closing Action:** SimpleTherapy will file recordation of ownership change with USPTO/CIPO following closing (though not legally required for amalgamation)
- All Marks Disclosed:** Per Reed Hanoun: "All available marks are listed"

3. Product Names and Common Law Trademarks

The following product names constitute unregistered trademarks and trade names with common law rights through continuous commercial use:

- **3MotionAI** – Company name and mark
- **HealthAI** - Digital health analytics platform
- **PerformAI** - Sports performance analytics platform
- **ProPlayAI** (marketed as **PitchAI**) - Baseball pitching analysis application
- **RiskAI** - Workplace safety and ergonomics platform
- **ROSA** - Rapid Office Strain Assessment tool
- **SportsAI** - Multi-sport biomechanics analysis

application **Goodwill and Brand Recognition:**

- ProPlayAI/PitchAI: Established user base of 16,000+ athletes and 900+ teams
- ROSA: Cited in 100+ scientific publications, recognized in ergonomics industry
- All product brands include associated goodwill, customer recognition, and market reputation

C. COPYRIGHTS

Software and Source Code

All source code, object code, executable code, and related software components for the following products:

1. **HealthAI Platform**

- Mobile and web application source code (all versions and releases)
- User interface designs and visual elements
- Proprietary algorithms for:
 - Mobility assessment across multiple joints (neck, shoulders, spine, hips, wrists)
 - Range-of-motion analysis with 90%+ accuracy
 - Mobility scoring and performance data generation
- Backend systems and APIs
- Database schemas and data models

- Technical documentation and specifications
- User manuals and training materials
- Marketing collateral and promotional materials

2. PerformAI Platform

- Mobile and web application source code (all versions and releases)
- User interface designs and visual elements
- Proprietary algorithms for:
 - Lower-body explosiveness measurement
 - Core strength and endurance assessment
 - Stability and mobility analysis
 - Movement-specific assessments (vertical jump, squats, pushups, side planks, forward bounds)
 - Joint-specific risk identification
 - Movement symmetry analysis
 - Validated against gold-standard motion capture (90%+ accuracy, $\pm 5^\circ$ precision)
- Backend systems and APIs
- Database schemas and data models
- Technical documentation and specifications
- User manuals and training materials
- Marketing collateral and promotional materials

3. ProPlayAI Platform (PitchAI)

- iOS and Android native application source code
- Web dashboard and admin portal source code
- User interface designs and visual elements
- Proprietary algorithms for:
 - Baseball pitching mechanics analysis
 - 3D biomechanical diagram generation
 - Velocity and sequencing analysis
 - Fatigue and inefficiency detection
 - Performance comparison systems (peer and professional benchmarking)

- Backend systems and APIs
- Database schemas and data models
- Technical documentation and specifications
- User manuals and training materials
- Marketing collateral and promotional materials

4. RiskAI Platform

- Application source code (all deployment versions)
- User interface designs and visual elements
- Proprietary algorithms implementing and automating:
 - REBA (Rapid Entire Body Assessment)
 - NIOSH (National Institute for Occupational Safety and Health) lifting equation
 - MAC (Manual Handling Assessment Charts)
 - RAPP (Risk Assessment of Pushing and Pulling)
 - ART (Assessment of Repetitive Tasks)
- AI-driven video analysis and posture recognition
- Root cause analysis engines
- Trend detection and reporting systems
- Risk scoring and visualization tools
- Backend systems and APIs
- Database schemas and data models
- Technical documentation and specifications
- User manuals and training materials
- Marketing collateral and promotional materials

5. ROSA Platform

- Self-assessment application source code
- User interface designs and visual elements
- Proprietary algorithms for:
 - Rapid Office Strain Assessment methodology
 - Workstation ergonomic evaluation
 - Real-time feedback generation
 - Risk trend identification

- Furniture and equipment recommendation systems
- Backend systems and APIs
- Database schemas and data models
- Clinical validation studies and research documentation
- Academic publications and citations (100+ papers)
- Technical documentation and specifications
- User manuals and training materials
- Marketing collateral and promotional materials

6. SportsAI Platform

- iOS and Android native application source code
- Web platform source code
- User interface designs and visual elements
- Proprietary algorithms for:
 - Multi-sport biomechanical analysis (baseball, softball, golf, football)
 - Sport-specific movement assessment
 - Video-based motion capture and analysis
 - Lab-grade reporting and data visualization
 - Remote coaching functionality
- Backend systems and APIs
- Database schemas and data models
- Technical documentation and specifications
- User manuals and training materials
- Marketing collateral and promotional materials

Core Shared Technology Components

Underlying technology used across all product platforms:

- Computer Vision and Motion Capture:
 - Video-based pose estimation algorithms
 - Skeletal tracking and joint position identification
 - 3D reconstruction from 2D video
 - Real-time motion analysis engines
- Artificial Intelligence and Machine Learning:

- Trained neural networks and deep learning models
- Training datasets (anonymized biomechanical data)
- Model architectures and configurations
- Inference engines and optimization algorithms
- Data Processing Infrastructure:
 - Cloud-based processing pipelines
 - Data normalization and transformation algorithms
 - Analytics and reporting engines
 - User authentication and authorization systems
- Documentation and Materials:
 - API documentation and integration guides
 - System architecture diagrams
 - Development environment configurations
 - Quality assurance and testing frameworks
 - Deployment and DevOps documentation

Copyright Ownership: All software and related copyrightable materials were developed by

3MotionAI Inc. employees and contractors under valid IP assignment agreements. All copyrights are owned exclusively by 3MotionAI Inc.

D. TRADE SECRETS AND CONFIDENTIAL INFORMATION

1. Proprietary Algorithms and Methods

- AI and machine learning model architectures and training methodologies
- Biomechanical analysis calculation methods and formulas
- Risk assessment and injury prediction algorithms
- Performance benchmarking and scoring systems
- Data processing and normalization techniques
- Optimization methods for mobile device deployment

2. Business Intelligence and Data Assets

- Customer database (16,000+ users for ProPlayAI; additional users across other platforms)

- User engagement analytics and behavior patterns
- Product usage data and feature adoption metrics
- Pricing strategies and commercial terms
- Sales methodologies and customer acquisition strategies
- Strategic partnerships and distribution relationships

3. Research and Development

- Unpublished research data and clinical studies
- Product development roadmaps and feature specifications
- Technical requirements and design documents
- Quality assurance testing protocols and results
- Performance benchmarking data
- Clinical validation methodologies

4. Training Data and Datasets

- Anonymized biomechanical movement datasets
- Motion capture training data for AI models
- Benchmark databases:
 - Injury risk profiles by occupation and activity
 - Occupational physical demand profiles
 - Sports performance benchmarks by level and position
 - Activity-specific movement patterns
- Normative data for assessment tools
- User-generated assessment results (anonymized and aggregated)

5. Technical Documentation

- Source code repositories (GitHub/GitLab/Bitbucket access)
- System architecture and infrastructure designs
- Security protocols and encryption methodologies
- Database schemas and data models
- API specifications and integration protocols
- Development and staging environment configurations

Confidentiality Protections: All employees, contractors, and consultants who contributed to development executed confidentiality and IP assignment agreements. Trade secrets are subject to ongoing reasonable measures to maintain confidentiality.

E. INTERNET DOMAIN NAMES

Owned and Registered Domains

Domain Name	Associated Product/Purpose	Status
www.3motionAI.com	Corporate website and primary brand	Active
www.3motion.AI	Corporate website (alternate TLD)	Active
www.MyAbilities.com	Legacy brand (Myabilities Technologies Inc.)	Active
www.ProPlayAI.com	ProPlayAI/PitchAI product website	Active

Note on Domain Portfolio: Per Reed Hanoun: Domain registry information "may only apply to particular asset being acquired." Since SimpleTherapy is acquiring all six products, all listed domains transfer with the assets.

F. SOCIAL MEDIA ACCOUNTS AND DIGITAL PROPERTIES All social media accounts, handles, pages, and related digital properties associated with:

- 3MotionAI Inc. corporate brand
- HealthAI product
- PerformAI product
- ProPlayAI/PitchAI product
- RiskAI product
- ROSA product
- SportsAI product

Platforms include (but not limited to):

- LinkedIn company pages and product pages
- Twitter/X accounts
- Facebook pages and groups
- Instagram accounts

- YouTube channels
- TikTok accounts (if any)
- App Store and Google Play developer accounts
- GitHub/GitLab repositories (public and private)

Account credentials and administrative access to be transferred at closing.

G. THIRD-PARTY SOFTWARE AND OPEN SOURCE

COMPONENTS Licensed Third-Party Components

The Products incorporate certain third-party software and open-source components, including but not limited to:

Confirmed Open Source Dependencies:

- Google ML Kit - Machine learning framework for mobile applications
- Media Pipe - Cross-platform framework for building multimodal applied ML pipelines

Additional Likely Components (to be confirmed in technical documentation):

- Cloud services (AWS, Google Cloud, Azure, or similar)
- Mobile development frameworks (React Native, Flutter, Swift, Kotlin, or native)
- Video processing libraries
- Database systems (MongoDB, PostgreSQL, MySQL, or similar)
- Web frameworks (Node.js, React, Angular, or similar)
- Analytics platforms

License Compliance: Per Reed Hanoun: "3motionAI owns all of its assets except for any open source IP used such as Google ML Kit and Media Pipe."

All third-party components are used in compliance with applicable license terms. No GPL or other "copyleft" licenses that would require disclosure of proprietary source code.

Purchaser Acknowledgment: SimpleTherapy acknowledges that certain third-party licenses and cloud service agreements may require consent for assignment or new agreements to be established post-closing.

I. FREEDOM TO OPERATE

Subject only to:

- Open source software licenses (Google ML Kit, Media Pipe, etc.)
- Standard cloud service provider terms
- App store distribution agreements (Apple App Store, Google Play)

J. PRODUCT-SPECIFIC IP SUMMARY

For clarity, the Intellectual Property associated with each "Lot" includes:

Lot 1 - HealthAI

- Software source code and applications
- Mobility assessment algorithms
- User interface and designs
- Technical documentation
- Marketing materials
- Customer data and analytics
- Portion of shared core technology
- Relevant trade secrets

Lot 2 - PerformAI

- Software source code and applications
- Athletic performance analysis algorithms
- Biomechanics assessment systems
- User interface and designs
- Technical documentation
- Marketing materials
- Customer data and analytics
- Portion of shared core technology
- Relevant trade secrets

Lot 3 - ProPlayAI (PitchAI)

- Mobile application source code (iOS/Android)
- Pitching mechanics analysis algorithms
- 3D diagram generation systems

- User interface and designs
- Technical documentation
- Marketing materials
- Customer database (16,000+ users, 900+ teams)
- ProPlayAI.com domain
- Portion of shared core technology
- Relevant trade secrets

Lot 4 - RiskAI

- Software source code and applications
- Automated ergonomic assessment algorithms (REBA, NIOSH, MAC, RAPP, ART)
- Risk scoring and reporting engines
- User interface and designs
- Technical documentation
- Marketing materials
- Customer data and analytics
- Portion of shared core technology
- Relevant trade secrets

Lot 5 - ROSA

- Software source code and applications
- Rapid Office Strain Assessment methodology
- Self-assessment algorithms
- User interface and designs
- Clinical research and validation documentation
- Academic citations and publications (100+ papers)
- Technical documentation
- Marketing materials
- Customer data and analytics
- Portion of shared core technology

- Relevant trade secrets

Lot 6 - SportsAI

- Mobile and web application source code
- Multi-sport biomechanical analysis algorithms
- Sport-specific assessment systems
- User interface and designs
- Technical documentation
- Marketing materials
- Customer data and analytics
- Portion of shared core technology
- Relevant trade secrets

Shared Core Technology: All lots benefit from and include rights to the underlying core technology platform, including AI/ML models, computer vision systems, motion capture algorithms, and data processing infrastructure.

Court File No. BK-25-03267656-0032
Estate No. 32-3267656
IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF 3MOTIONAL INC. FILED IN THE CITY OF MISSISSAUGA, IN
THE PROVINCE OF ONTARIO

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

APPROVAL AND VESTING ORDER

GARDINER ROBERTS LLP

Bay Adelaide Centre, East Tower
22 Adelaide Street West, Suite 3600
Toronto ON M5H 4E3

Chris Besant (248820)

Tel: (416) 865-4022
CBesant@GRLLP.com

Saisha Mahil (800837)

Tel: (416) 203-9547
SMahil@GRLLP.com

Lawyers for 3MotionAI Inc.