No. S-235084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002, c. 57, AS AMENDED AND THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, C. B.16, AS AMENDED

AND

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
BRON MEDIA CORP. AND THE ENTITIES LISTED AT SCHEDULE "A"

PETITIONERS

APPLICATION RESPONSE

Application response of: Creative Wealth Media Lending LP 2016 (the "**Respondent**" or the "**Interim Lender**").

This is a Response to: the notice of application (the "**NOA**") of BRON Media Corp. and the entities listed at Schedule "A" hereto (collectively, the "**Petitioners**") dated October 24, 2023.

PART 1: ORDERS CONSENTED TO

The Respondent consents to the granting of the orders set out in paragraphs 1 to 5 of Part 1 of the NOA on the terms set out therein.

PART 2: ORDERS OPPOSED

The Respondent does not oppose the granting of the orders set out in paragraphs 1 to 5 of Part 1 of the NOA on the terms set out therein.

PART 3: ORDERS ON WHICH NO POSITION IS TAKEN

The Respondent takes the positions outlined herein under Part 1 and Part 2.

PART 4: FACTUAL BASIS

A. Nature of the Application[1]

1. On the within Application, the Petitioners seek, among other things, three orders (collectively, the "**Orders**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), to implement the only viable sale transaction to have materialized in their Court-approved sale and investment solicitation process (the "**SISP**").[2]

2. The proposed Orders are necessary to effectuate the Transaction in the manner negotiated by the Interim Lender, the Vendors and the Monitor and contemplated under the APA, and to permit the Interim Lender to acquire the Purchased Assets (as defined in the APA) marketed in the SISP. Each of the proposed Orders is supported by the Monitor and the Interim Lender.[3]

3. The facts supporting the within Application are set out in the Third Report of the Monitor dated October 26, 2023 (the "**Third Report**"), the fifth Affidavit of Aaron Gilbert affirmed October 24, 2023 (the "**Fifth Gilbert Affidavit**"), the first Affidavit of Richard McConnell sworn November 1, 2023 and paragraphs 7 to 39 of the NOA. Such facts are adopted herein.

B. The Initial Stages of the CCAA Proceedings

4. On July 19, 2023, the Petitioners sought and obtained an initial order (the "**Initial Order**") under the CCAA for urgent relief required to stabilize their business, preserve value and avoid the consequences of multiple uncoordinated bankruptcy and enforcement proceedings. Such relief included the approval of the DIP Loan offered by the Interim Lender – the sole party from which interim financing materialized and the Petitioners' largest secured and unsecured creditor.[4]

5. When seeking the Initial Order, the Petitioners made clear their intentions to return to Court to obtain approval of the SISP. With the support of the Monitor and the Interim Lender, and over

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[1] All capitalized terms used herein and not otherwise defined have the meaning ascribed to them in the Affidavit of Richard McConnell sworn November 1, 2023 [McConnell Affidavit] or the Affidavit of Aaron Gilbert affirmed October 24, 2023 [Fifth Gilbert Affidavit].

[2] McConnell Affidavit, *ibid* at paras 2, 15; Fifth Gilbert Affidavit, *ibid* at para 7.

[3] McConnell Affidavit, *ibid* at paras 17, 22; Fifth Gilbert Affidavit, *ibid* at paras 8, 29, 39, 58, 64, 75; The Third Report to the Court Submitted by Grant Thornton Limited dated October 26, 2023 at paras 143-145, 164, 171-172, 175, 267 [Third Report].

[4] Affidavit of Aaron Gilbert sworn July 18, 2023 at para 10 [First Gilbert Affidavit]; Affidavit of Aaron Gilbert sworn July 25, 2023 at paras 10-12, 14, 27-37; Fifth Gilbert Affidavit, *ibid* at paras 11, 62; McConnell Affidavit, *ibid* at para 9; Third Report, *ibid* at para 2.

the objections of certain stakeholders, the Petitioners sought and obtained an order approving the SISP and the ARIO on July 28, 2023.[5]

C. The SISP

6. The SISP was conducted and supported by the Monitor. It was intended to, and did, provide a broad, efficient, transparent and fair process for generating interest in, and soliciting offers for one or more or any combination of: (i) a restructuring, recapitalization or other form of reorganization of the business and affairs of one or more of the Petitioners as a going concern; or (ii) a sale of all, or substantially all of one or more components of the Petitioners' assets and/or the Company's business operations as a going concern or otherwise.[6]

7. In addition to the benefits obtained from the Monitor's significant involvement in the development and conduct of the SISP, the SISP benefited from the expertise of an independent consultant retained by the Monitor, numerous extensions and bespoke safeguards. These safeguards included the Monitor's establishment of a committee to oversee the progress of the SISP and restrictions upon the Interim Lender's access to, and consultation regarding, all LOIs and Final Bids (each as defined in the SISP).[7]

8. The SISP was fair and reasonable in the circumstances, adequately canvassed the market for the Company's assets and/or business, and ultimately culminated in the selection of the Interim Lender's Final Bid as the Winning Bid (as defined in the SISP). The Transaction proposed under the Interim Lender's Final Bid was the sole viable transaction to have materialized in the SISP, the only transaction, individually or in the aggregate, capable of satisfying the Charges (as defined in the ARIO), and the transaction that ascribed the highest value to the Purchased Assets.[8]

D. The Proposed Transaction

9. The APA and the proposed Transaction contemplated therein are the product of the SISP and the Interim Lender's significant due diligence and extensive discussion and negotiation among

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[5] First Gilbert Affidavit, *ibid* at para 12; Fifth Gilbert Affidavit, *ibid* at para 12; Third Report, *ibid* at paras 6, 8; McConnell Affidavit, *ibid* at para 12.
[6] Fifth Gilbert Affidavit, *ibid* at paras 18-19, 28; Third Report, *ibid* at paras 27, 146, 153, 164.
[7] Fifth Gilbert Affidavit, *ibid* at paras 18-23; Third Report, *ibid* at paras 54-65, 97-100, 102, 125-126, 150; McConnell Affidavit, *supra* note 1 at para 14.
[8] Fifth Gilbert Affidavit, *ibid* at paras 18, 28; Third Report, *ibid* at paras 146-154, 158-159, 164; McConnell Affidavit, *ibid* at para 15.

the Vendors, the Interim Lender and the Monitor (and separately among Comerica Bank, the Interim Lender and the Interim Lender's affiliate, LPF Media Acq, LLC).[9]

10. The purchase price payable under the APA is comprised of a credit bid (in excess of USD$85.69 million), cash consideration (in the amount of USD$9,500) and the assumption of the Assumed Liabilities (as defined in the APA). Both the Company and the Monitor are of the view that the purchase price under the APA is fair and represents the highest value received for the Purchased Assets in the SISP.[10]

11. Among other customary conditions, the closing of the Transaction is conditioned upon the granting of the proposed Orders. Each of the Orders is essential to effectuate the proposed Transaction in the manner negotiated by the Interim Lender, the Vendors and the Monitor and contemplated under the APA, and to permit the Interim Lender to acquire the Purchased Assets marketed in the SISP. Accordingly, the Interim Lender is not prepared to proceed with the Transaction absent the granting of each of the proposed Orders in a form acceptable to it.[11]

PART 5: LEGAL BASIS

12. The Respondent relies upon:

(a) the CCAA and the *Supreme Court Civil Rules*, BC Reg. 241/2010;

(b) the jurisprudence cited in this Application Response as well the submissions of the Petitioners at paragraphs 43 to 100 of the NOA, which are repeated and adopted herein;

(c) the inherent and equitable jurisdiction of this Court; and

(d) such further and other legal basis as counsel may advise and this Court may allow.

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[9] McConnell Affidavit, *ibid* at para 16.
[10] Fifth Gilbert Affidavit, *supra* note 1 at para 35; Third Report, *supra* note 3 at paras 158-161; McConnell Affidavit, *ibid* at para 18.
[11] McConnell Affidavit, *ibid* at paras 17, 22.

A. The Proposed Transaction Should be Approved

13. Section 36 of the CCAA authorizes this Court to approve a sale of a debtor company's assets outside of the ordinary course of business.[12] In determining whether to authorize such a sale, Courts have concurrently considered the non-exhaustive factors enumerated under subsection 36(3) of the CCAA and those articulated in *Royal Bank v Soundair* ("***Soundair***").[13] Not all such factors need be fulfilled – the principle inquiry in their application is whether the sale, viewed as a whole, is appropriate, fair and reasonable.[14]

14. The appropriateness, fairness and reasonableness of a proposed sale under section 36 of the CCAA is necessarily informed by the statutory objectives and remedial purposes of the CCAA, including the maximization of the value of a debtor company's assets.[15] In achieving the CCAA's purposes, Courts must "be cognizant of the various interests at stake" and "strive to balance what are often competing interests and objectives".[16]

15. Having regard to the foregoing, the factors set out in subsection 36(3) of the CCAA and *Soundair* support the proposed Transaction's approval and establish that it is appropriate, fair and reasonable. In particular:

(a) the APA and the proposed Transaction are the culmination of: (i) a broad, efficient, transparent and fair SISP that was developed in consultation with and conducted and supported by the Monitor; (ii) the Monitor's and the Petitioners' substantial efforts to canvass the market for and solicit interest in the Company's assets and/or business; (iii) the Interim Lender's significant due diligence, extensive discussion and negotiation among the Vendors, the Interim Lender and the Monitor (and separately among Comerica Bank, the Interim Lender and the Interim Lender's

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[12] *Companies' Creditors Arrangement Act,* RSC 1985, c. C-36 s 36 [CCAA].

[13] *Ibid* s 36(3); *Royal Bank of Canada v Soundar Corp*, [1991] O.J. No. 1137, 4 OR (3d) 1 at para 16; *Re Veris Gold Corp,* 2015 BCSC 1204 at paras 22-25 [*Veris Gold*]; *Re TLC The Land Conservancy of British Columbia*, 2016 BCSC 2323 at para 40 [*TLC*]; *Re Mountain Equipment Co-Operative*, 2020 BCSC 1586 at paras 75, 156-159 [MEC]. See also, *Re Feronia*, 2020 BCSC 1372 where this Court analyzed the analogous considerations in the context of proposal proceedings under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended.

[14] *Veris Gold, ibid* at para 24; *Re White Birch Paper Holding Co*, 2010 QCCS 4915 at paras 48-49 [*White Birch*].

[15] *MEC, supra* note 13 at paras 156, 159; *9354-9186 Quebec inc v Callidus Capital Corp*, 2020 SCC 10 at para 40 [*Callidus*].

[16] *MEC, ibid* at paras 157-159; *Century Services Inc v Canada (Attorney General)*, 2010 SCC 60 at paras 59-60 [*Century Services*]. See also *Grafton-Fraser Inc v Cadillac Fairview Corp*, 2017 ONSC 2496 at paras 21-25 citing *Re Nelson Education Ltd*, 2015 ONSC 5557 [*Grafton*].

affiliate, LPF Media Acq, LLC); and (iv) consultation between the Interim Lender and certain stakeholders with an economic interest in its proposed Transaction;

(b) the proposed Transaction is the only viable transaction to have materialized in the SISP, the only transaction, individually or in the aggregate, capable of satisfying the Charges, and the transaction that ascribed the highest value to the Purchased Assets; and

(c) the Monitor is supportive of the proposed Transaction and believes that: (i) the Transaction provides a superior outcome to that which could be achieved in a bankruptcy; and (ii) the purchase price under the APA is fair.[17]

16. The fact that the proposed Transaction is primarily a credit bid transaction does not warrant additional scrutiny nor displace the application of the factors enumerated in subsection 36(3) of the CCAA and *Soundair* discussed above. To the contrary, Canadian Courts have consistently approved credit bid transactions under the CCAA when the factors enumerated in subsection 36(3) of the CCAA and *Soundair* were satisfied.[18]

B. The Vesting Order Should be Approved

17. If granted, the proposed AVO will vest the Purchased Assets in and to the Purchaser and any permitted assignee free and clear of all Claims and Encumbrances (each as defined in the AVO). Such Claims and Encumbrances include, without limitation, various security interests in favour of the Vendors' subordinate secured creditors and the Transfer Restrictions. Courts have previously granted vesting orders akin to the proposed AVO.[19] Such an order is appropriate here.

18. Pursuant to subsection 36(6) of the CCAA, any sale of a debtor company's assets outside of the ordinary course of business under subsection 36(3) may be authorized "free and clear of any security, charge or other restriction".[20] Critically, the specificity of subsection 36(3) of the CCAA

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[17] Fifth Gilbert Affidavit, *supra* note 1 at paras 18-23, 28, 35; Third Report, *supra* note 3 at paras 54-65, 97-100, 102, 125-126, 146-161, 164; McConnell Affidavit, *supra* note 1 at paras 15-16.

[18] *Re North American Tungsten Corp*, 2016 BCSC 12, at paras 22-24; *White Birch, supra* note 14 at paras 29-35, 38, 58. See generally, *Re TBS Acquireco Inc*, 2013 ONSC 4663 [*TBS*]; *Grafton, supra* note 14.

[19] *Re Quest University Canada*, 2020 BCSC 1883 at paras 40, 60, 63, in part, citing *Re Arctic Glacier Income Fund* (2012), MJ No. 451, leave to appeal refused 2020 BCCA 364 [*Quest*]; *Bloom Lake, g.p.l. (Arrangement relatif à)*, 2015 QCCS 1920 at para 98; *Arrangement relatif à Xebec Adsorption Inc*, 2023 QCCS 467 at para 14; *TLC, supra* note 13 at paras 48-51.

[20] CCAA, *supra* note 12 s 36(6).

does not restrict the generality of this Court's jurisdiction to "make any order that it considers appropriate in the circumstances".[21] Indeed, Canadian Courts have previously relied upon section 11 and subsection 36(6) of the CCAA concurrently, and section 11 of the CCAA exclusively, when granting vesting orders.[22]

19. As this Court made clear in *Re Quest University Canada* ("***Quest***"), the exercise of a Court's jurisdiction under section 11 and subsection 36(6) of the CCAA requires the proposed relief be appropriate in the circumstances.[23] Appropriateness is assessed by inquiring whether the proposed relief advances the policy and remedial objectives of the CCAA.[24] The CCAA's policy and remedial objectives include "providing for timely, efficient and impartial resolution of a debtor's insolvency", "preserving and maximizing the value of a debtor's assets", and "balancing the costs and benefits of restructuring or liquidating the company."[25] The relative weight ascribed to such objectives "may vary based on the factual circumstances, the stage of the proceedings, or the proposed solutions that are presented to the court for approval."[26]

20. Having considered the policy and remedial objectives of the CCAA and the equities as between the parties engaged in *Quest*, Justice Fitzpatrick authorized a sale that vested out a third party's security interest and right of first refusal in certain real property. In doing so, Justice Fitzpatrick rejected arguments that it would be inequitable to do so, focusing on: (i) the length of the CCAA proceedings; (ii) the limited sale options materializing in the proceedings; (iii) the purchaser's requirement that the real property be conveyed free and clear of such encumbrances; (iv) the infeasibility of complying with the right of first refusal; (v) the monitor's support for the sale; (vi) the failure of the interest holder to make its own offer for the purchased assets; and (vii) the lack of material prejudice to such interest holder.[27] These considerations are salient in this case.

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[21] *Canada v Canada North Group Inc*, 2021 SCC 30 para 24 [*North Group*]; *Century Services, supra* note 16 at para 70.

[22] *Re Laurentian University of Sudbury*, 2023 ONSC 632 at paras 15-16 citing *Re Harte Gold Corp*, 2022 ONSC 653 at para 37; *Quest, supra* note 19 at para 40. See also, *Just Energy Group Inc et al v Morgan Stanley Capital Group Inc et al*, 2022 ONSC 6354 at paras 29-30.

[23] *Quest, ibid* at para 41.

[24] *North Group, supra* note 21 at para 21; *Century Services, supra* note 16 at para 59; *Callidus, supra* note 15 at para 50; *Quest, ibid*.

[25] *Callidus, ibid* at para 40.

[26] *Ibid* at para 46.

[27] *Quest, supra* note 19 at paras 62-67. See also, *TLC, supra* note 13 at paras 47-54 where Justice Fitzpatrick held that this Court has jurisdiction under the CCAA to authorize the sale of real property notwithstanding restrictions on alienation imposed by TLC The Land Conservancy of British Columbia Inc. where appropriate. In so doing, Justice Fitzpatrick highlighted, among other things, that the monitor was supportive of the proposed sale (recognizing the need to obtain the most value for the relevant property while protecting the property), the debtor company's efforts to market and obtain offers for the real property and the debtor company's inability to fulfill its maintenance obligations and obligations to creditors.

21. Justice Fitzpatrick's analysis in *Quest* is not dissimilar from the "cascade analysis" offered in *Third Eye Capital Corporation v Ressources Dianor Inc./Dianor Resources Inc.* ("***Third Eye***"), including the consideration of the equities directed thereby. While *Third Eye* was decided in the context of a receivership proceeding and, like *Quest*, involved the vesting of interests in real property, it similarly provides an instructive analytical framework for the granting of vesting orders that extinguish or override the rights of third parties.

22. *Third Eye* requires Courts to first, consider the nature and strength of the interest to be extinguished – with fixed monetary interests that are "extinguished when the monetary obligation is fulfilled" being afforded lesser protection – and to second, consider whether the interest holder has consented to the vesting out of their interest.[28] Should the foregoing factors be inconclusive, Courts may then consider the equities, having regard to, among other things: (i) the prejudice, if any, to the third-party interest holder; (ii) whether the third-party interest holder may be adequately compensated for its interest from the proceeds of the sale; (iii) whether, based on evidence of value, there is any equity in the property; and (iv) whether the parties are acting in good faith.[29]

23. Applied here, the analytical frameworks in *Quest* and *Third Eye* militate in favour of the proposed vesting order. That is: (i) the proposed Transaction is the sole viable transaction to have materialized in the SISP (notwithstanding the rights of other stakeholders to participate therein), will result in the assumption of various Assumed Liabilities and is conditional upon the granting of a vesting order in the form of the AVO; (ii) based on the value indicated within the SISP, there is little prejudice to the Petitioners' stakeholders, many of which have no economic interest in the Purchased Assets; (iii) the Transfer Restrictions are proposed to be overridden and not permanently extinguished and the remaining Claims and Encumbrances to be vested from the Purchased Assets are or are akin to monetary interests; and (iv) the Monitor is supportive of the proposed AVO.[30]

C. The Assignment Order is Appropriate

24. Subject to certain exemptions, subsection 11.3(1) of the CCAA vests this Court with jurisdiction to assign a debtor company's rights and obligations under an agreement to "any person

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[28] *Third Eye Capital Corporation v Ressources Dianor Inc./Dianor Resources Inc*, 2019 ONCA 508 at paras 102-103, 105-106, 109.
[29] *Ibid* at para 110.
[30] Fifth Gilbert Affidavit, *supra* note 1 at paras 28, 35-38, 42-56; Third Report, *supra* note 3 at paras 150-164, 173-175, 225-229; McConnell Affidavit, *supra* note 1 at paras 15-18, 22.

who is specified by the court and agrees to the assignment" on notice to every party to the agreement and the monitor.[31]

25. In deciding whether to exercise its jurisdiction under subsection 11.3(1) of the CCAA, subsection 11.3(3) requires this Court to consider, among other things, whether: (i) the Monitor approved the proposed assignment; (ii) the person to whom the rights and obligations are to be assigned would be able to perform the obligations; and (iii) it would be appropriate to assign the rights and obligations to that person.[32] Additionally, subsection 11.3(4) of the CCAA requires that this Court be satisfied that monetary defaults in relation to the agreement, subject to certain enumerated exceptions, will be remedied on or before a fixed date.[33]

26. Notably, the requirement that the Court be satisfied that the person to whom the rights and obligations are to be assigned would be able to perform the obligations "does not imply iron-clad guarantees".[34] Rather, the issue is assessed on a "reasonableness standard".[35]

27. Having regard to the requirements of section 11.3, the proposed Assignment Order is appropriate in the circumstances given, among other things, that:

(a) the Petitioners have provided notice of the proposed Assignment Order to the counterparties to the Consent Required Contracts and the Monitor;

(b) the Monitor supports the assignment of the Consent Required Contracts;

(c) the Interim Lender and the Permitted Assignee are familiar with media financing and the media industry, and have the resources, personnel, industry contacts, administrative capabilities and wherewithal to assume, perform, discharge and pay when due all debts, liabilities and obligations under the Consent Required Contracts;

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[31] CCAA, *supra* note 12 s 11.3(1); *Veris Gold, supra* note 13 at para 48; *In the Matter of a Plan of Arrangement of UrtheCast Corp*, 2021 BCSC 1819 at para 37 [*UrtheCast*].
[32] CCAA, *ibid* s 11.3(3); *Veris Gold, ibid*; *TBS, supra* note 18 at para 25; *UrtheCast, ibid* at paras 37-38; *Re Dundee Oil and Gas Limited*, 2018 ONSC 3678 at para 22 [*Dundee*].
[33] CCAA, *ibid* s 11.3(4); *Veris Gold, ibid*; *TBS, ibid*.
[34] *Dundee, supra* note 32 at para 30; *UrtheCast, supra* note 31 at paras 44-45, 57.
[35] *UrtheCast, ibid* at para 44.

(d) the assignment of the Consent Required Contracts will benefit the counterparties thereto and are necessary to facilitate the closing of the Transaction; and

(e) the Interim Lender and the Permitted Assignee have agreed to assume the obligations of the Vendors to pay the cure costs associated with the Consent Required Contracts, if any, as set out in the proposed Assignment Order.[36]

PART 6: MATERIAL TO BE RELIED ON

28. Affidavit #1 of Aaron Gilbert sworn July 18, 2023, Affidavit #2 of Aaron Gilbert sworn July 25, 2023, Affidavit #3 of Aaron Gilbert affirmed October 4, 2023, and Affidavit #5 of Aaron Gilbert affirmed October 24, 2023;

29. Affidavit # 1 of Richard McConnell sworn November 1, 2023;

30. The First, Second and Third Report of the Monitor to this Court; and

31. Such further and other materials as counsel may advise and this Court may allow.

The Respondent concurs with the Petitioners that the Application will take a full day.

The Respondent has filed in this proceeding a document that contains its address for service.

Dated: November 1, 2023

Signature of Mike Shakra
☐ Application respondent
☒ Lawyer for application respondent

[36] Third Report, *supra* note 3 at paras 165-172; Fifth Gilbert Affidavit, *supra* note 1 at paras 37, 57-63; McConnell Affidavit, *supra* note 1 at paras 17-19.

SCHEDULE "A"
LIST OF PETITIONERS

	Debtor Company	Jurisdiction
1.	BRON Animation Inc.	British Columbia
2.	BRON Creative Corp.	Ontario
3.	BRON Developments Inc.	British Columbia
4.	BRON Media Corp.	British Columbia
5.	BRON Media Holdings Intl. Corp.	British Columbia
6.	BRON Media Holdings USA Inc.	British Columbia
7.	BRON Releasing Inc.	British Columbia
8.	BRON Studios Inc.	British Columbia
9.	BRON Ventures 1 (Canada) Corp	British Columbia
10.	BRON Everest Productions Inc.	Ontario
11.	Fables Productions BC Inc.	British Columbia
12.	Gossamer Productions BC Inc.	British Columbia
13.	Hench 2 BC Productions Inc.	British Columbia
14.	Henchmen Productions Inc.	British Columbia
15.	Robin Hood Digital PC BC Inc.	British Columbia
16.	Windor Productions BC Inc.	British Columbia
17.	BRON Creative USA, Corp.	Nevada
18.	BRON Digital USA, LLC	Delaware
19.	BRON Life USA Inc. (BRON Legacy USA Inc.)	Delaware
20.	BRON Media Holdings USA Corp.	Delaware
21.	BRON Releasing USA Inc.	Delaware
22.	BRON Studios USA Inc.	Nevada
23.	BRON Ventures 1, LLC	Delaware
24.	BRON Studios USA Developments Inc.	Nevada
25.	Bakhorma, LLC	Washington
26.	Drunk Parents, LLC	New York
27.	Fables Holdings USA, LLC	Delaware
28.	Fables Productions USA Inc	Delaware
29.	Gossamer Holdings USA, LLC	Delaware

	Debtor Company	Jurisdiction
30.	Gossamer Productions USA Inc.	Delaware
31.	Harry Haft Productions, Inc.	New York
32.	Heavyweight Holdings, LLC (previously Harry Haft Films, LLC)	Delaware
33.	I Am Pink Productions, LLC	Delaware
34.	Lucite Desk, LLC	Delaware
35.	National Anthem Holdings, LLC (f. k. a. BCDC Holdings, LLC)	Delaware
36.	National Anthem ProdCo Inc.	New Mexico
37.	Oakland Pictures Holdings, LLC	Delaware
38.	Pathway Productions, LLC	Delaware
39.	Robin Hood Digital PC USA Inc.	Delaware
40.	Robin Hood Digital USA, LLC	Delaware
41.	Solitary Holdings USA, LLC	Delaware
42.	Surrounded Holdings USA LLC	Delaware
43.	Welcome to Me, LLC	California