

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Fuller Landau Group Inc., as Receiver		10/25/2006	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	1712612 Ontario Inc.
Street Address:	1595 16th Avenue, 4th Floor
City:	Richmond Hill, Ontario
State/Country:	CANADA
Postal Code:	L4B 3M9
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2996891	PROCAPP
Registration Number:	2269398	RECAPP
Serial Number:	78841456	ENVIROCAPP
Serial Number:	78841432	TCPS
Serial Number:	78841467	SRATCAPP

CORRESPONDENCE DATA

Fax Number: (203)782-2889
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 203.498.4347
 Email: fduffin@wigin.com
 Correspondent Name: Francis J. Duffin
 Address Line 1: One Century Tower
 Address Line 2: P.O. Box 1832
 Address Line 4: New Haven, CONNECTICUT 06508-1832

CH \$140.00 2996891

ATTORNEY DOCKET NUMBER:

15269-3

DOMESTIC REPRESENTATIVE

Name: Francis J. Duffin
Address Line 1: One Century Tower, 265 Church Street
Address Line 2: P.O. Box 1832
Address Line 4: New Haven, CONNECTICUT 06508-1832

NAME OF SUBMITTER:

Francis J. Duffin

Signature:

/Francis J. Duffin/

Date:

03/21/2007

Total Attachments: 5

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BILL OF SALE AND ASSIGNMENT

THIS INDENTURE is made as of October 25, 2006, between

THE FULLER LANDAU GROUP INC.

in its capacity as Court Appointed Receiver of the assets, property and undertaking of Physical Planning Technologies Inc. and not in its personal capacity
(the "Receiver")

and

1712612 ONTARIO INC.

(the "Purchaser")

RECITALS:

A. By an order of the Honourable Mr. Justice Campbell of the Ontario Superior Court of Justice (Commercial List) dated October 25, 2006 (the "**Appointment Order**"), The Fuller Landau Group Inc. was appointed, *inter alia*, Receiver of the property, assets and undertaking of Physical Planning Technologies Inc. (the "**Debtor**").

B. The Appointment Order, *inter alia*, authorizes the Receiver to enter and complete an Agreement of Purchase and Sale dated October 20th, 2006 (the "**Agreement**"), pursuant to which the Receiver has agreed to sell its right, title and interest in and to the Assets to the Purchaser and the Purchaser has agreed to purchase the Receiver's right, title and interest, if any, in and to the Assets and to assume the Assumed Obligations.

C. Capitalized terms used herein not otherwise defined herein shall have the meanings set out in the Agreement.

FOR VALUE RECEIVED, the parties agree as follows:

Section 1- Warranty

1.1 Warranty

The Purchaser and the Receiver warrant each to the other that recitals to this Indenture are true in substance and in fact.

Section 2- SALE OF ASSETS

2.1 Sale of Assets

The Receiver, exercising the powers granted pursuant to the Appointment Order, hereby sells, transfers, conveys, assigns and sets over to the Purchaser, pursuant to the terms of the Agreement, all of its right, title and interest, if any, in and to the Assets, as described in Exhibit "A" hereto.

2.2 Release

The Receiver hereby releases, releases and forever discharges to the Purchaser all of its interests, claims and demands whatsoever to and under the Assets.

Section 3- MISCELLANEOUS

3.1 Benefit of Agreement

This Indenture and all of its provisions shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

3.2 Governing Law

This Indenture shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

3.3 Counterparts

This Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

3.4 Conflict

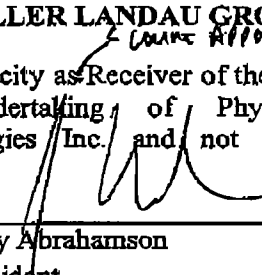
In the event of any conflict between the terms of this Bill of Sale and Assignment and the terms of the Approval and Vesting Order, the terms of the Approval and Vesting Order will govern.

The parties have executed this Indenture as of the date first written above.

THE FULLER LANDAU GROUP INC.

in its capacity as Receiver of the assets, property
and undertaking of Physical Planning
Technologies Inc. and not in its personal
capacity

By:



Gary Abrahamson
President

I have authority to bind the company.

1712612 ONTARIO INC

By:



Alan Gordon
President

I have authority to bind the company.

EXHIBIT "A" – LIST OF PURCHASED ASSETS

All property, assets and undertaking of the Debtor of every nature and kind whatsoever including, without limitation, (i) all Intellectual Property (as hereinafter defined), (ii) all property, plant, equipment, tools, spare parts, furniture, furnishings, accessories and supplies of all kinds, (iii) all inventories of stock in trade and merchandise and other sundries, finished products and supplies, (iv) all federal, provincial, municipal or other governmental or industry licenses, registrations and permits, (v) the benefit of all prepaid expenses, (vi) all work-in-progress and work projects, (either in process or complete) which have not been billed or invoiced by the Debtor to its customers, (vii) all computer hardware, licensed and/or proprietary software, websites and domain names, (viii) all receivables and other rights to receive a payment of money (whether such rights are matured or unmatured, fixed or contingent and expressly including all Canadian federal and provincial scientific research and experimental development credits, claims and receivables (collectively, "SREDS") and all rights to apply for any credits or claims in respect of any SREDS), (ix) all books and records associated with the foregoing, (x) all goodwill and/or other intangibles (including, without limitation, all trade names and all telephone and fax numbers) of the Debtor's business at the Closing Date inclusive of the benefit of all relationships with all customers, suppliers and other persons, together with the exclusive right of the Purchaser to represent itself as carrying on the Debtor's business in continuation of and in succession to the Debtor (xi) all Assigned Contracts to the extent such are assignable by the Receiver in accordance with the terms of this Agreement, (xii) all cash in hand or on deposit, and (xiii) all other assets, properties and undertakings necessary or desirable to carry on the Debtor's business which may be ancillary to the foregoing; provided that with respect to equipment leased by the Debtor including that equipment subject to leases or other agreements in favour of CBSC Capital Inc., Image Financial Services Inc., National Leasing Group Inc. and Dell Financial Services Inc., the Assets shall include only the Debtor's interest, if any, in such equipment.

IP LISTING

(SECTION 1.1(o) OF THE AGREEMENT)

PRODUCT	JURISDICTION	REGISTRATION #	REGISTRATION DATE
ReCAPP Patent	United States and Canada	Application abandoned in August 2005	
ReCAPP TradeMark	Canada	TMA485,762	November 18, 1997
ReCAPP TradeMark	United States	2269398	August 10, 1999
ReCAPP TradeMark	Europe in Union	2690972	May 9, 2002
ProCapp TradeMark	Canada	TMA627,892	December 8, 2004
ProCapp TradeMark	United States	2996891	September 20, 2005
ProCapp TradeMark	Europe in Union	2691509	May 9, 2003
EnviroCAPP, StratCAPP, TCPS, etc. TradeMarks	Canada	Applications in Process EnviroCAPP #1,276,702 StratCAPP #1,276,703 TCPS #1,276,715 PPT PHYSICAL PLANNING TECHNOLOGIES #1,276,704	October 21, 2005
EnviroCAPP, StratCAPP, TCPS, etc. TradeMarks	United States	Applications in Process EnviroCAPP #78/841,456 StratCAPP #78/841,467 TCPS #78/841,432 PPT PHYSICAL PLANNING TECHNOLOGIES #78/841,412	March 20, 2006
Domain Names: www.recapp.com www.physicalplanning.com			

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