

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Court appointment of The Fuller Landau Group Inc. as Receiver of all assets of Physical Planning Technologies Inc.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Physical Planning Technoloies Inc.		10/26/2006	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	The Fuller Landau Group Inc., as Receiver
Street Address:	151 Bloor Street W., 12th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5S 1S4
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@wiggins.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: 13

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**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
In Bankruptcy and Insolvency**

THE HONOURABLE *Mr.*) WEDNESDAY, THE 25TH DAY
JUSTICE *Campbell*) OF OCTOBER, 2006

BETWEEN:

GORDON HIGHLANDS MANAGEMENT SERVICES INC.

APPLICANT

and

PHYSICAL PLANNING TECHNOLOGIES INC.

RESPONDENT



**IN THE MATTER OF AN APPLICATION PURSUANT TO
SECTION 243(2) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c.C.43, AS AMENDED**

ORDER

THIS APPLICATION, made by the Applicant for Order pursuant to Section 243(2) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c.C.43, as amended ("CJA") appointing The Fuller Landau Group Inc. as Receiver (in such capacity, the "Receiver"), without security, of all of the assets, undertakings and property of the Respondent, Physical Planning Technologies Inc. (the "Debtor" or "PPTI"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Ann Gordon, sworn October 11, 2006 (the "Gordon Affidavit"), and the Exhibits thereto, the affidavit of Stephen Fitzpatrick, sworn October 19, 2006 (the "Fitzpatrick Affidavit"), and the Exhibits thereto, the First Report of the Receiver The Fuller Landau Group Inc. dated October 20, 2006, and on hearing the submissions of counsel for

Gordon Highlands Management Services Inc., The Fuller Landau Group Inc., no other parties appearing although duly served as appears from the affidavit of service filed and on reading the consent of The Fuller Landau Group Inc. to act as the Receiver.

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged so that the Application is properly returnable today and, further, that any requirement for service of the Notice of Application and the Application Record on any interested party is hereby dispensed with.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to Section 243(2) of the BIA and Section 101 of the CJA, The Fuller Landau Group Inc. is hereby appointed as Receiver (the "Receiver"), without security, of all of the Debtor's assets, property and undertakings of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property") solely for the purpose of entering into and completing the sale of that part of the Property defined as the "Assets" in an agreement of purchase and sale to be entered into between the Receiver and 1712612 Ontario Inc., attached hereto as Schedule "A" (the "Sale Agreement").

RECEIVER'S POWERS

3. THIS COURT ORDERS that, but for the purpose of conveying the Assets pursuant to the Sale Agreement, the Receiver shall not take possession of or exercise control over the Property of the Debtor. The Receiver shall not manage or carry on business of the Debtor. The Property shall remain in the possession of and under the control of the Debtor. Nothing herein shall require the Receiver to take care, ownership, operation, control, charge, occupation, possession, responsibility or management of the Property or the business of the Debtor. Neither the making of this Order nor anything in this Order shall deem the Receiver to be an owner of any of the Property for any purpose and that neither the making of this Order nor anything in this Order shall vest in the Receiver the care, ownership, control, charge, occupation, possession or management of or require or obligate the Receiver to occupy or to take control, care, charge,

occupation, possession or management of any of the Property or the business or operations of the Debtors. For greater certainty, the Receiver shall not and shall not be deemed to employ employees of the Debtor.

4. THIS COURT ORDERS that the Receiver shall undertake the sale of that part of the Property referred to as the "Assets" in the Sale Agreement in accordance with the terms of the Sale Agreement and the Receiver is hereby authorized to enter into the Sale Agreement. By sale under the Sale Agreement, notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in such case the Ontario *Bulk Sales Act* shall not apply.

5. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to take such action as it considers necessary in furtherance of the provisions of paragraph 4 of this Order and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to market, sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business with the approval of this court and in such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in such case the Ontario *Bulk Sales Act* shall not apply;
- (b) to file articles of amendment on behalf of the Debtor to change the Debtor's name;
- (b) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and any other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;

- (c) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (d) to apply for any vesting order or other orders necessary to convey the Property, or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any charges, liens, security interests or encumbrances affecting such Property;
- (e) to report to, meet with and discuss with such secured and unsecured creditors of the Debtor and their advisors as the Receiver deems appropriate on all matters relating to the Property and the Receivership, and to share information with such stakeholders, subject to such terms as to confidentiality as the Receiver deems advisable. Nothing herein shall require the Receiver to report to or provide notice to customers of the Debtor that are or may become contingent creditors of the Debtor.
- (f) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (g) to apply for any permits, licenses, approvals, transfers or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (h) to take any steps reasonably incidental to the exercise of these powers,

and in each such case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

6. THIS COURT ORDERS that the duties of the Receiver herein are not ongoing. Upon completion of the sale of the Assets in accordance with the terms of the Sale Agreement, matters incidental thereto and any other matters specified under this Order, the Receiver's obligations hereunder shall, at its sole discretion, come to an end and the Receiver shall be at liberty to pass its accounts as provided below and to apply for a discharge as Receiver.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

7. THIS COURT ORDERS that, (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver or as the Receiver may direct upon the Receiver's request, subject to applicable solicitor's liens, if any.

8. THIS COURT ORDERS that all Persons shall forthwith, advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant the Receiver access to and use of accounting, computer software and physical facilities relating thereto, provided however that nothing in this paragraph 8 or in paragraph 9 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure, and in each case subject to applicable solicitor's liens, if any.

9. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

10. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court obtained or not less than seven days' notice to the Receiver.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

11. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court, obtained on not less than seven days' notice to the Receiver, and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

12. THIS COURT ORDERS that all rights and remedies, whether contractual, statutory or otherwise, against the Debtor or affecting the Property are hereby stayed and suspended except

with the written consent of the Receiver or leave of this Court, obtained on not less than seven days' notice to the Receiver, provided however that nothing contained in this paragraph shall (i) empower the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest or a claim for lien, or (iv) prevent the exercise of applicable solicitor's liens, if any.

NO INTERFERENCE WITH THE RECEIVER

13. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, arrangement, agreement, licence or permit in favour of or held by the Debtor, without the written consent of the Receiver or leave of this Court obtained on not less than seven days' notice to the Receiver.

14. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court obtained on not less than seven days' notice to the Receiver.

15. THIS COURT ORDERS that, without limiting the generality of any of the provisions hereof, all persons, firms and corporations are hereby restrained and enjoined from disturbing or interfering with the occupation, use or possession of any premises leased or occupied by any of the Debtor except upon further order of this Court by motion made on at least seven days' notice to the Receiver.

CONTINUATION OF SERVICES

16. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering,

interfering with or terminating the supply of such goods or services as may be required by the Debtor, and that the Debtor shall be entitled, subject to the provisions of the Sale Agreement, to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Debtor in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Debtor, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

17. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation, the sale of all or any part of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of the Court, subject to the provisions of the Sale Agreement.

18. THIS COURT ORDERS that, to the extent that Debtor's employees have not, prior to this Order, voluntarily ceased employment with the Debtor or the Debtor have not, prior to this Order, terminated the employment of such employees, the employment of all employees of the Debtor including employees on maternity leave, disability leave and all other forms of approved absence is hereby terminated effective immediately prior to the appointment of the Receiver.

19. THIS COURT ORDERS that pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to 1712612 Ontario Inc. or other prospective purchasers or bidders for the property, and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete the Sale Agreement or one or more sales of the Property (each a "Sale") of the Debtor. Each prospective purchaser or bidder to whom such personal

information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative, destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

20. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or take control, care, charge possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order, or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

21. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S AND OTHER PROFESSIONALS ACCOUNTS

22. THIS COURT ORDERS that any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver, its counsel and the Debtor's counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property and the proceeds of sale of the Assets in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge").

23. THIS COURT ORDERS that the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

24. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

25. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property and the proceeds of sale from the Assets shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.

26. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court

27. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

28. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

GENERAL

29. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

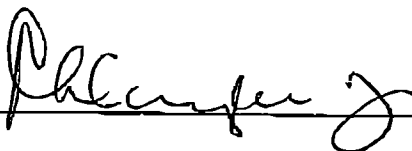
30. THIS COURT ORDERS that the Receiver be and it is hereby authorized and empowered, if it deems it necessary or desirable, to file an assignment in bankruptcy on behalf of the Debtor pursuant to the provisions of the BIA.

31. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor either in a bankruptcy or a proposal under the BIA.

32. 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 Receiver and its 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 Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.


33. THIS COURT ORDERS that the Receiver 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.

34. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



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ON/REG NO:
LE/DANS LE REGISTRE NO:

OCT 26 2006

PER/PAR 

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243 (2) OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c.C.43, AS AMENDED

Gordon Highlands Management Services Inc and
Applicant

Physical Planning Technologies Inc.
Debtor

Court File No. 06-CL-6696

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)
in Bankruptcy and Insolvency

Proceedings commenced at Toronto

ORDER

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RCP-B-4C (November 1, 2005)