

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
TNS Smart Network Inc.		03/27/2009	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	NRT Technology Corp.		
Street Address:	10 Compass Court		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M1S5R3		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3112768	SPN PROCESSING NETWORK	
Registration Number:	3104903	SPN PROCESSING NETWORK	
CORRESPONDENCE DATA			
Fax Number:	(416)972-9940		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	416-642-2800		
Email:	dbrown@heydary.com		
Correspondent Name:	C. Donald Brown		
Address Line 1:	439 University Ave.		
Address Line 2:	Suite 1200		
Address Line 4:	Toronto, CANADA M5G 1Y8		
ATTORNEY DOCKET NUMBER:	9121-13/9121-14		
DOMESTIC REPRESENTATIVE			
Name:			

OP \$65.00 3112768

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

C. Donald Brown

Signature:

/CDB/

Date:

05/22/2009

Total Attachments: 9

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SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 27th day of March, 2009.

BETWEEN:

NRT TECHNOLOGY CORP., a corporation amalgamated
under the laws of the Province of Ontario

(hereinafter the "**Purchaser**")

- and -

- and -

IAN DONNELLY SYSTEMS INC., a corporation
incorporated under the laws of the State of Texas

(hereinafter "**Systems**")

- and -

MISCHA WEISZ, an individual resident in the City of
Hamilton in the Province of Ontario

(hereinafter "**Mischa**")

- and -

CHERYL PENMAN, an individual resident in the City of
Burlington in the Province of Ontario

(hereinafter "**Cheryl**")

- and -

JOHN WALTON, an individual resident in the City of
Brampton in the Province of Ontario

(hereinafter "**John**")

- and -

RAYMON GAZARD, an individual resident in the City of
Toronto in the Province of Ontario

(hereinafter "**Raymon**")

- and -

STEPHEN RUSHWORTH, an individual resident in the City of Mississauga in the Province of Ontario

(hereinafter "**Stephen**" and together with Systems, Mischa, Cheryl, John and Raymon are sometimes collectively referred to as the "**Vendors**" and individually as a "**Vendor**")

- and -

IAN DONNELLY, an individual resident in the City of Dallas in the State of Texas

(hereinafter the "**Vendor Principal**")

- and -

INTERTECH SOLUTIONS INC., a corporation incorporated under the *Business Corporations Act* (Ontario)

(hereinafter "**Mischa Holdco**")

- and -

1311437 ONTARIO INC., a corporation incorporated under the *Business Corporations Act* (Ontario)

(hereinafter "**Penman Holdco**")

- and -

TNS SMART NETWORK INC., a corporation amalgamated under the *Business Corporations Act* (Ontario)

(hereinafter "**Smart Network**")

- and -

SMART PROCESSING SOLUTIONS INC., a corporation incorporated under the *Business Corporations Act* (Ontario)

(hereinafter "**Smart Processing**" and together with Smart Network, Mischa Holdco and Penman Holdco are sometimes collectively referred to as the "**Corporations**" and individually as a "**Corporation**")

any time and from time to time reasonably request be done and or executed, in order to give full effect to the provisions of this Agreement and the Closing Documents.

8.6 Counterparts

This Agreement may be executed in any number of counterparts, including by way of facsimile or .pdf signature. Each executed counterpart shall be deemed to be an original; all executed counterparts taken together shall constitute one agreement.

8.7 Confidentiality

From and after the date hereof, each of the Parties hereto will hold, and will cause their legal counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of Applicable Law, all confidential or proprietary documents and information concerning the other Party and the affairs, assets and liabilities of the other Party (including, in particular, all documents, materials and copies received by the Purchaser from the Vendors and the Corporations and the Subsidiary, together with any information derived therefrom or through the Purchaser's due diligence investigations of them), except to the extent that such documents and information can be shown to have been (i) in the public domain through no fault of the disclosing party, or (ii) later lawfully acquired by the disclosing party from sources other than the other Party. Provided however that the Purchaser will be entitled, with the prior written consent of Smart Network and Smart Processing, both acting reasonably and without undue delay, to disclose documents and information concerning the Corporations and the Business to its perspective lenders and their respective legal counsel, in confidence and upon the same terms and conditions as set out in this Section 8.7.

In the event that the transactions are not completed as contemplated in this Agreement, the Purchaser will return to the Vendors or destroy all such documents, copies and information in its possession or control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have, by their duly authorized representatives duly executed this Agreement as of this 27th day of March, 2009.

SIGNED, SEALED AND DELIVERED)

Rachel Dunlop
Witness)

Rachel Dunlop
Witness)

Witness)

Witness)

Rachel Dunlop
Witness)

Witness)

MISCHA WEISZ
(in his personal capacity)

CHERYL PENMAN
(in her personal capacity)

JOHN WALTON
(in his personal capacity)

RAYMON GAZARD
(in his personal capacity)

STEPHEN RUSHWORTH
(in his personal capacity)

IAN DONNELLY
(in his personal capacity)

NRT TECHNOLOGY CORP.

Per: _____
Name: John Dominelli
Title: President

SMART PROCESSING SOLUTIONS INC.

Per: _____
Name: Mischa Weisz
Title: President

1311437 ONTARIO INC.

Per: _____
Name: Benjamin Penman
Title: Chairman of the Board

IAN DONNELLY SYSTEMS INC.

Per: _____
Name: Ian Donnelly
Title: President

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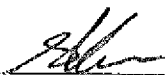
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Witness)

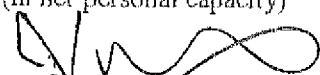
MISCHA WEISZ
(in his personal capacity)

Witness)

CHERYL PENMAN
(in her personal capacity)



Witness)



JOHN WALTON
(in his personal capacity)

Witness)

RAYMON GAZARD
(in his personal capacity)

Witness)

STEPHEN RUSHWORTH
(in his personal capacity)

Witness)

IAN DONNELLY
(in his personal capacity)

NRT TECHNOLOGY CORP.

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(in his personal capacity)

Witness)

CHERYL PENMAN
(in her personal capacity)

Witness)

JOHN WALTON
(in his personal capacity)

Witness)



RAYMOND GAZARIO
(in his personal capacity)

Witness)

STEPHEN RUSHWORTH
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Witness)

IAN DONNELLY
(in his personal capacity)

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RAYMON GAZARD
(in his personal capacity)

Witness)

STEPHEN RUSHWORTH
(in his personal capacity)

Witness)


JOHNNY LEE

IAN DONNELLY
(in his personal capacity)

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**SMART PROCESSING
SOLUTIONS INC.**

IAN DONNELLY SYSTEMS INC.

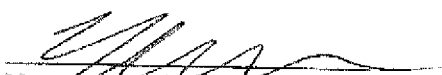
Per: _____

Per: _____


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Name: Ian Donnelly
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TNS SMART NETWORK INC.

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