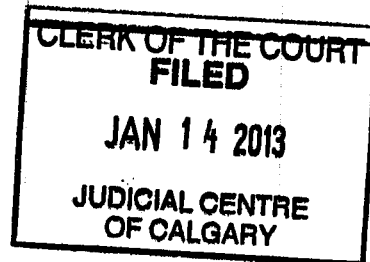


COURT FILE NUMBER 1201-13772
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF(S) INTERTAINMENT MEDIA INC.
DEFENDANT(S) POYNT CORPORATION
DOCUMENT ORDER
(SALE APPROVAL AND VESTING ORDER)



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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Attention: Howard A. Gorman

File No. 01135476-0008

I hereby certify this to be a true copy of the original Order

Dated this 14 day of January 2013

[Signature]
for Clerk of the Court

DATE OF WHICH ORDER WAS PRONOUNCED: January 11, 2013

LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: MR. JUSTICE S. J. LOVECCHIO

UPON THE APPLICATION of Hardie & Kelly Inc. (the "Receiver"), in its capacity as Receiver of Poynt Corporation ("Poynt"); **AND UPON HAVING READ** the pleadings, proceedings, orders and other materials filed in this action and in Action Number BK 25-1642764 (the "Proposal Proceedings"), including the First Report of the Receiver (the "First Report"), filed, and the Receiver's Confidential Supplemental Report (the "Confidential Report") of the Receiver; **AND UPON HEARING** counsel for the Plaintiff, counsel to the Receiver, and from any other interested persons who may be present; **AND UPON IT APPEARING** that all interested and affected parties have been served with notice of this application; **AND WHEREAS** all capitalized terms not defined herein shall take the meaning ascribed to them in the October 31, 2012 Receivership Order in the within Action; **AND UPON IT APPEARING** that the sale of the Assets (as that term is defined in the Intertainment APSA, as that term is defined below) as proposed is just, fair and appropriate in all the circumstances;

THE COURT HEREBY ORDERS AND DECLARES THAT:

SERVICE

1. Service of the notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

2. The Asset Purchase and Sale Agreement (the "Intertainment APSA") between Intertainment Media Inc. and Avenza Holdings Inc. through their Nominee, 2353665 Ontario Inc. (collectively, the "Purchaser") and the Receiver, and which is attached as Appendix "A" to the Confidential Report, including the sale of the Assets (as that term is defined in the Intertainment APSA and as set out in Schedule "A" to the Intertainment APSA and re-attached as Schedule "A" hereto) is hereby approved and ratified, and it is hereby declared that the terms of the Intertainment APSA are commercially reasonable.
3. The Receiver is authorized and directed to conclude the transaction contemplated by the Intertainment APSA (the "Transaction") and to take all such steps and execute all such deeds, documents and instruments as may reasonably be necessary to consummate the Transaction contemplated therein substantially in accordance with the terms of the Intertainment APSA, subject to such amendments as the parties thereto may approve which do not materially and adversely alter the Transaction.

VESTING OF PROPERTY

4. Upon the closing of the Transaction:
 - (a) the Assets shall be vested in the name of the Purchaser free of all estate, right, title, interest, royalty, rental, and equity of redemption of Poynt and all persons who claim by, through or under Poynt in respect of the Assets;
 - (b) Poynt and all persons who claim by, through or under Poynt in respect of the Assets shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Assets and, to the extent that any such person remains in possession or control of any of the Assets, they shall forthwith deliver possession of same to the Purchaser or its nominee;
 - (c) the Purchaser shall be entitled to enter into and upon, hold and enjoy the Assets for its own use and benefit without any interference of or by Poynt, or any person claiming by or through or under Poynt.

5. Upon closing of the Transaction, all of Poynt's interests in the Assets shall vest in the Purchaser free and clear from all security interests, claims, estate, security, right, title, interest, and liens, including but not limited to, claims, hypothecs, mortgages, charges, liens (whether contractual, statutory or otherwise), security interests, assignments, actions, levies, taxes, judgments, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts, encumbrances or other rights, limitations or restrictions of any nature whatsoever, against Poynt including without limitation any rights or interests of any of the stakeholders or creditors of Poynt, whether or not they have attached or been perfected, registered or filed, whether secured or unsecured or otherwise, whether liquidated, unliquidated or contingent (all of the foregoing being collectively referred to hereinafter as the "Claims"), whether such Claims against Poynt came into existence prior to, subsequent to or as a result of any previous Order of this Court, by or of all persons or entities of a kind whatsoever, including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations, governmental and administrative bodies, agencies, authorities or tribunals and all other natural persons or corporations, whether acting in their capacity as principals or agents, trustees, executives, administrators or other legal representatives (collectively, the "Claimants"), including for greater certainty and without limiting the generality of the foregoing: (i) any Claims held by or in favour of the individuals and entities served (either directly or through their solicitors) with this application; and (ii) the beneficiary of any Claims created or provided for pursuant to any previous Order in these proceedings, are extinguished, released and forever discharged.
6. For greater certainty, the Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever to any Claimants to the Assets or against Poynt.
7. Notwithstanding the provisions of paragraphs 4, 5 and 6 of this Order, nothing in this Order shall in any way reduce, interfere with, or in any way affect the Claim (if any) advanced by the law firm Sunstein Kann Murphy & Timbers LLP of Boston Massachusetts by their Proof of Claim in the sum of US\$147,353.64 dated November 26, 2012 against the Assets, or any of them.
8. The net proceeds from the sale of the Assets shall stand in the place and stead of the Assets and from and after the closing of the Transaction all claims and encumbrances shall attach to the net proceeds from the sale of the Assets with the same priority as they had with respect to the Assets immediately prior to the sale as if the Assets had not been sold and remained in the possession or control of the person who had possession or control immediately prior to the sale.
9. The Receiver is hereby authorized and directed to pay, from the proceeds of sale of the Assets, all priority claims which rank in priority to the Plaintiff's security over the Assets, including but not limited to:

- (a) all amounts owing under the Administration Charge granted by this Court in the Proposal Proceedings;
 - (b) any deemed trust claim by the Canada Revenue Agency;
 - (c) all amounts owing determined to be owing under the Second DIP Lender's Charge granted by this Court in the Proposal Proceedings;
 - (d) all amounts owing under the Receiver's Charge and the Receiver's Borrowing Charge granted by this Court in the within action;
 - (e) all statutory priority amounts owing by Poynt to employees of Poynt;
 - (f) any and all other priority amounts owing by Poynt under any statute or for applicable taxes or levies.
10. The Transaction shall not be void or voidable at the instance of Claimants and shall not constitute nor shall be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other challengeable or reviewable transaction under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended or any other applicable federal or provincial legislation, and the Transaction, or any actions taken in connection therewith, shall not constitute conduct meriting an oppression remedy.
11. Upon the filing of a certified copy of this Order, together with any applicable registration fees, the appropriate government authorities are hereby requested and directed to register such transfers, discharges, discharge statements or conveyances, as may be required to register title to the Assets to the Purchaser or the Purchaser's nominee.
12. This Honourable Court hereby requests the aid and recognition of any court or administrative body in any province of Canada, the Federal Court of Canada, any administrative tribunal or other court constituted pursuant to the Parliament of Canada or any of its provinces or territories and any federal or state court or administrative body or any other foreign courts to act in aid of and to be complimentary to this Court in carrying out the terms of this Order.
13. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier and, if served by facsimile or courier, service is deemed to be effected the next business day following the transmission or delivery of such documents.
14. Service of this Order on any party not attending this application is hereby dispensed with.

15. The Receiver and the Purchaser are at liberty to reapply for further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order.

J.C.Q.B.A.

SCHEDULE "A"

The right, title and interest of Hardle & Kelly Inc. in its capacity as Receiver and Manager of Poynt Corporation, and not in its personal capacity, in the following:

- All available patents, patent applications, source code, software applications, software licenses, logos, brands, inventions, trademarks, trade names, trade secrets, development tools, domain names, website content, customer lists and data base and all intellectual property rights subject to the Gladios IP Inc. Amended and Restated Exclusive Licence Agreement;
- All rights under contracts, including contracts pending execution and software licenses with media;
- All membership subscriptions including but not limited to Apple, MSDN, Blackberry and RIM, Android and Google to the extent assignable;
- All shares, partnership interests, joint venture interests and other securities and investments including subsidiaries;
- All available confidential information, documents, records, books, manuals, electronic records and communications preserved in tangible form; all data, including electronic data.
- All available contracts, agreements, assets related to Poynt Asia & Poynt China
- All available passwords and login credentials for all of the above as well as any not cited herein that may be the property of Poynt Corporation.
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- All other property and assets of Poynt Corporation other than cash, receivables and property sold by the Receiver prior to the date of this offer. The Receiver will have no obligation to deliver such other subject property and assets to the Purchaser.