


# TAB B

This is Exhibit "B"  
to the affidavit of Kim Alexander-Cook,  
sworn before me on the 26<sup>th</sup> day  
of March, 2010

  
\_\_\_\_\_  
Commissioner for Taking Affidavits  
KEVIN JOHN RUSTON



Court File No. 09-8482-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

THE HONOURABLE MR. ) MONDAY, THE 1<sup>ST</sup> DAY  
JUSTICE CAMPBELL )  
 ) OF FEBRUARY, 2010

IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER of a Plan of Compromise or Arrangement of Brainhunter Inc., TrekLogic Inc., Brainhunter Canada Inc., Brainhunter (Ottawa) Inc. and Protec Employment Services Limited

Applicants

VESTING ORDER

THIS MOTION, made by the Applicants for an order vesting in Zylog Systems (Canada) Ltd. and Zylog Systems (India) Limited (collectively, the "**Purchaser**") the Applicants, Vision2Hire Solutions Inc. ("**Vision2Hire**") and Brainhunter Recruiting (India) Private Limited ("**BH India**" together with Vision2Hire and the Applicants, the "**Vendor Entities**") right, title and interest in and to the assets (the "**Purchased Assets**") described in the agreement of purchase and sale (the "**Sale Agreement**") between the Purchaser and the Vendor Entities made as of January 18, 2010 and appended to the Report of the Monitor dated January 27, 2010 (the "**Report**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Applicants, Deloitte & Touche Inc. in its capacity as the court-appointed monitor in these proceedings (the "**Monitor**"), the Purchaser, The Toronto-Dominion Bank, Roynat Capital Inc., the ad hoc committee of noteholders, the Stalking Horse Bidder, no one appearing for any other person on the service list:

1. THIS COURT ORDERS that the time for service of the Notice of Motion, the Report and the Motion Record is hereby abridged so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. THIS COURT ORDERS AND DECLARES that the Transaction (defined below) is hereby approved. The execution of the Sale Agreement is hereby authorized and the Vendor Entities are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the transaction contemplated by the Sale Agreement (the "**Transaction**") and for the conveyance of the Purchased Assets to the Purchaser.

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Monitor's Certificate**"), all of the Vendor Entities' right, title and interest in and to the Purchased Assets described in the Sale Agreement (which includes, for greater certainty, those assets transferred to the shareholders of Vision2Hire as a result of the dissolution of Vision2Hire provided for at paragraph 4 of this Order, but excludes all assets of BH India), shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the First Amended and Restated Order of the Honourable Justice Newbould dated December 2, 2009 (the "**Initial Order**"); (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) all proceedings related to the criminal bid rigging provisions under the *Competition Act* (Canada) and arising therefrom (all of which are collectively referred to as the "**Encumbrances**", and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets). This Court further orders

"Encumbrances" or "Claims" shall not include Permitted Encumbrances as defined in the Sale Agreement.

4. THIS COURT ORDERS that the Applicants and their officers and directors are authorized and directed to take all steps necessary to dissolve Vision2Hire prior to the delivery of the Monitor's Certificate.

5. THIS COURT ORDERS the Applicants are hereby authorized and directed to take such steps and execute such additional documents as may be necessary or desirable for the completion of the transfer to the Purchaser of the right, title and interest in and to all of the assets of BH India, including but not limited to seeking the assistance and cooperation of the shareholders, directors and officers of BH India to effect such transfer. This Court further orders that the officers and directors of the Applicants, to the extent they have the requisite power and authority as it relates to BH India, are hereby authorized and directed to take such steps and execute such additional documents as may be necessary or desirable for the completion of the transfer to the Purchaser of the right, title and interest in and to all of the assets of BH India.

6. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. THIS COURT ORDERS AND DIRECTS the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

8. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, the Vendor Entities are authorized and permitted to disclose and transfer to the Purchaser all human resources

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BRAINHUNTER INC., et al.

Court File No: 09-8482-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(Commercial List)**

Proceeding commenced at Toronto

**VESTING ORDER**

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