

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ultimate Franchise Systems, Inc.		09/15/2005	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	DC-Ten, Inc.		
Street Address:	543 West 2050 North		
City:	West Bountiful		
State/Country:	UTAH		
Postal Code:	84087		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1993286	NEW YORK BURRITO	
Registration Number:	2534795	NEW YORK BURRITO GOURMET WRAPS	
Registration Number:	3012756	NEW YORK BURRITO	
CORRESPONDENCE DATA			
Fax Number:	(801)566-0750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8015666633		
Email:	jackson@tnw.com		
Correspondent Name:	Peter M. de Jonge		
Address Line 1:	P.O. Box 1219		
Address Line 4:	Sandy, UTAH 84091		
ATTORNEY DOCKET NUMBER:	2405-001 NEW YORK BURRITO		
NAME OF SUBMITTER:	Peter M. de Jonge		
Signature:	/petermdejonge/		

OP \$90.00 1993286

Date:

08/11/2006

Total Attachments: 29

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made this 15th day of September, 2005 between ULTIMATE FRANCHISE SYSTEMS, INC., a Nevada Corporation, and its division, NEW YORK BURRITO (jointly called "Seller") and DC-TEN, INC., a Utah Corporation (called "Purchaser").

RECITALS:

WHEREAS, Seller is engaged in the business of franchising restaurants under the name "New York Burrito" and desires to sell all of the assets of its New York Burrito business ("Business") to Purchaser with the exception of franchise rights for the New York Burrito concept to be given to Concept Acquisition II, LLC for opening of restaurants in malls only; and,

WHEREAS, Purchaser desires to purchase Seller's assets relating to the Business; and,

NOW, THEREFORE, in consideration of the recitals, the mutual promises, covenants, and conditions set forth and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE I ASSETS INCLUDED IN PURCHASE AND SALE

Seller shall sell, assign, and transfer to Purchaser and Purchaser shall acquire as of the Closing defined in this Agreement all of Seller's right, title and interest in and to the following assets of the Business, referred to in this transaction as "Assets" with the exception of franchise rights which shall be given by Seller to Concept Acquisition II, LLC, their successors and/or assigns, for their sole use in opening New York Burrito restaurants with their Flamers Charbroiled Grill concepts or independently in malls only (further outlined in Exhibit 2.01 attached hereto as Excluded Assets). Franchise Management Corporation, their successors and/or assigns, shall not be required to pay any Franchise Fees to Purchaser that are associated with the customary sale of a New York Burrito franchise but are required to pay an on-going royalty percentage in line with the current royalty rate then being charged. The parties agree that this royalty revenue will be divided with 75% being received by Concept Acquisition II, LLC and 25% being received by the Purchaser herein:

1.01 Franchise Agreements and Rights. All of Sellers' right, title and interest in and to those certain Franchise Agreements ("Franchise Agreements") and related rights with New York Burrito franchisees ("Franchisees") specifically described in Exhibit 1.01, attached and made part of this Agreement. Originals of the Franchise Agreements, though not an exhibit to this Agreement, shall be delivered to the Purchaser at the Closing. This Agreement shall be interpreted as a full and complete assignment of those Franchise Agreements effective on the date of Closing.

1.02 **Inventory, Forms, Promotional Material, Printed Material and Supplies.** All of Seller's inventory, forms, promotional material, printed material and supplies related to and used in the Business as more fully described in Exhibit 1.02, attached and made part of this Agreement at the close of business on the day before Closing.

1.03 **Trademarks, Copyrights, Patents and Names.** All of Seller's right, title and interest in and to those certain trademarks, copyright, patents and names related in any way to the Business as more specifically identified on Exhibit 1.03, attached and made part of this Agreement.

1.04 **Accounts Receivable.** All of Seller's right, title and interest in and to those certain Accounts Receivable from Franchisees in amounts more specifically identified on Exhibit 1.04, attached and made part of this Agreement, indicating name and address of debtor, amount of receivable and age of receivable. All records, whether in hard copy or in electronic format in computer files relating to such Accounts Receivable shall be delivered to the Purchaser at Closing.

1.05 **Records and Documents.** All of Seller's records of whatever nature and other documents not otherwise identified in this Article 1, related in any way to the operation of the Business and identified generally in Exhibit 1.05, attached and made part of this Agreement.

1.06 **Goodwill.** All of Sellers' goodwill associated with the Business.

ARTICLE 2
ASSETS EXCLUDED FROM PURCHASE AND SALE

2.01 **Excluded Assets.** Seller shall retain and Purchaser shall not acquire any of Seller's assets relating to the Business as listed on Exhibit 2.01, attached and made part of this Agreement.

ARTICLE 3
PURCHASE PRICE AND PAYMENT

3.01 **Purchase Price of Assets.** The total purchase price for Seller's Assets shall be an amount equal to Fifteen Percent (15%) of all future Initial Franchise Fees and Transfer Fees collected and received by Purchaser for future sales of New York Burrito Franchises by the Purchaser, to be paid within 20 days of the date Purchaser actually receives cash for said Initial Franchise Fees and/or Transfer Fees.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants that as of Closing.

4.01 **Title.** Seller has good and marketable title to all of the Assets sold to Purchaser

described in this Agreement. The sale, transfer, and delivery of the Assets to Purchaser by Seller in accordance with these terms will transfer good and marketable title to all Assets free and clear of all liens, encumbrances, claims or rights of third parties. Seller owns the Assets free and clear of all liens, security agreements, claims, charges and restrictions, except for those noted on **Exhibit 4.01** attached and made part of this Agreement.

4.02 **Books and Records.** Seller warrants, to the best of Seller's knowledge, that the books and records included as part of the Assets of the Business are materially true, accurate and complete and that all information provided to Purchaser is true, accurate and complete.

4.03 **Liabilities.** Seller warrants that, except as disclosed on **Exhibit 4.03**, attached and made part of this Agreement, any claims, debts, accounts payable, liabilities or taxes relating to the Business which may be asserted at any time in the future against the Assets of the Purchaser relating to the Assets of the Business shall be the sole obligation of Seller and Seller agrees to indemnify and hold Purchaser harmless from any such claim or demand, unless the claim or demand arises out of the actions or omissions of Purchaser. Seller shall be solely responsible to comply with the terms of any Bulk Sales Act provisions that may govern the terms of this Agreement.

4.04 **Taxes.** Seller warrants that, except as disclosed on **Exhibit 4.04**, attached and made part of this Agreement, to the best of its knowledge and belief, all Federal, state, local and other taxes which Seller is required to pay and which relate to the Business or which could affect the Business or its Assets, have been paid, that Seller has no tax deficiencies proposed or assessed against Seller and there are no tax returns under audit, nor has Seller been contacted by any revenue agency regarding additional tax liability.

4.05 **Litigation and Proceedings.** Seller warrants that except as disclosed on **Exhibit 4.05**, attached and made part of this Agreement, to the best of its knowledge, there is no suit, action, arbitration or legal, administrative or other proceeding pending or threatened against Seller, any of the Assets being delivered by Seller or affecting Seller's Business and/or Seller's ability to deliver the Assets unencumbered to Purchaser.

4.06 **Condition of Assets.** Seller warrants that the assets are being sold "as is" and denies any express or implied warranties concerning performance or fitness of such assets.

4.07 **Authority.** Seller has full power and authority to enter into this Agreement, and this Agreement is a valid Agreement enforceable against Seller, its owners, affiliates, or subsidiaries in accordance with its terms.

4.08 **No Violations.** The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not violate any provision of any charter, bylaw, mortgage, lien, lease agreement, instrument, order, judgment or decree to which Seller is a party or by which Seller is bound and will not violate any of the restrictions of any kind and character whatsoever to which Seller is subject.

4.09 **Date of Possession.** The date Purchaser assumes possession of the Assets (the "Date of Possession") shall be on the date of Closing, as defined below.

4.10 **Contracts.** Except as disclosed on Exhibit 4.10, attached and made part of this Agreement, Seller is not a party to any written or oral contract for the purchase of materials, supplies, equipment, fixtures or any other agreement which will survive the date of Closing and which has not been disclosed to Purchaser.

4.11 **Employee Benefits.** It is understood that Purchaser is not assuming any liability for any employees of Seller having any responsibility for the Business or its Assets and there are no existing agreements relating to Seller's employees nor any liabilities for accrued vacation pay, sick leave, profit sharing or any other liabilities for accrued vacation pay, sick leave, profit sharing or any other liabilities relating to the employees which Purchaser will be required to assume or will continue after Closing.

4.12 **Survival.** All representations and warranties made by Seller shall be true and accurate as of Closing, shall survive Closing and Purchaser may rely upon the representations and warranties made by seller.

ARTICLE 5 **REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

Purchaser warrants and represents to Seller that as of Closing:

5.01 **Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding pending or threatened against Purchaser or affecting Purchaser's financial condition or Purchaser's ability to acquire the Assets or operate as a franchisor of New York Burrito.

5.02 **Authority.** Purchaser has the requisite power and authority to purchase the Assets and after purchasing the Assets to operate as a franchisor of New York Burrito.

5.03 **Assumption of Obligations.** Pursuant to Section 21 of the Franchise Agreements, Purchaser hereby agrees to assume all obligations undertaken by the Seller, as "Franchisor" under each such Franchise Agreement.

5.04 **Survival.** All representations and warranties made by Purchaser shall be true and accurate as of Closing, shall survive Closing, and Seller may rely upon the representations and warranties made by Purchaser.

ARTICLE 6 **OBLIGATIONS OF THE PARTIES BEFORE CLOSING**

The parties agree that from the date of this Agreement until Closing:

6.01 **Conduct of Business.** Seller will carry on its Business diligently and in substantially the same manner as it has previously been carried on, so as to preserve the goodwill and relationships with Franchisees, customers, suppliers and others having business relationships with it, and further, shall maintain the level of supplies and inventory as is normal and customary to Seller's Business prior to Closing.

ARTICLE 7
PARTIES RIGHTS TO SEPARATE COUNSEL

The parties acknowledge their right to separate legal counsel, and agree to obtain any appropriate advice or opinion about this transaction from their respective attorneys.

ARTICLE 8
CLOSING

Closing shall occur on or about September __ 2005, ("Closing") or at such other date as is mutually agreed upon by the parties. Closing shall take place at the office of the Seller, at a time mutually agreed upon by the parties, or at such other location as approved by the parties.

ARTICLE 9
SELLER'S CLOSING OBLIGATIONS

At Closing, Seller shall perform the following:

9.01 **Bill of Sale.** Sign and deliver the Bill of Sale to effectively transfer good and marketable title of all Assets being sold, in the form attached as Exhibit 9.01.

9.02 **Possession.** Deliver sole ownership of the Assets referenced in Article 1 and as specifically identified on all exhibits to this Agreement.

9.03 **List of Accounts Receivable.** Deliver an updated list of all Accounts Receivable of the Business identified in Exhibit 1.04, as of the date of Closing, indicating name and address of debtor, amount of receivable and age of receivable, to be attached as Exhibit 1.04(a).

9.04 **Notice to Franchisees.** Draft, sign and deliver, jointly with the Purchaser, the required Notice to each Franchisee indicating that the Purchaser has agreed in writing to assume all obligations undertaken by Seller, as "Franchisor" under the Franchise Agreements.

9.05 **Miscellaneous.** Sign and /or deliver other documents required by this Agreement to be delivered to Purchaser or necessary to carry out the intent of the parties.

ARTICLE 10
PURCHASER'S CLOSING OBLIGATIONS

At Closing, Purchaser shall deliver to Seller and perform the following:

10.01 **Notice to Franchisees.** Draft, sign and deliver, jointly with the Seller, the required Notice to each Franchisee indicating that the Purchaser has agreed in writing to assume all obligations undertaken by Seller, as "Franchisor" under the Franchise Agreements.

10.02 **Miscellaneous.** All other documents required by this Agreement or necessary to carry out the intent of the parties shall be executed by Purchaser and delivered to Seller.

ARTICLE 11 **CLOSING ADJUSTMENTS**

All necessary adjustments shall be made at Closing to prorate applicable expenses, if any, between the parties through the Closing Date

ARTICLE 12 **SELLER'S OBLIGATIONS AFTER CLOSING**

Following Closing, Seller shall have the following obligations:

12.01 **Indemnity.** Seller shall indemnify, defend and hold harmless Purchaser from and against any and all claims, demands, obligations, liabilities, costs and expenses including, interest and reasonable attorney's fees, that Purchaser may incur or suffer which arise out of, result from or relate to any breach of or failure by Seller to perform any of Seller's representations, warranties, covenants or agreements in this Agreement, or any liability or claims arising in connection with or relating to Seller's Assets before Closing.

ARTICLE 13 **PURCHASER'S OBLIGATIONS AFTER CLOSING**

Following Closing, Purchaser shall have the following obligations:

13.01 **Assumption of Liabilities.** It is understood that in connection with and as a result of the consummation of the transactions described, Purchaser assumes no liability or liabilities or obligation of Seller of whatsoever kind or nature with the exception of Seller's obligations as "Franchisor" after the date of Closing under each Franchise Agreement identified in Exhibit 1.01.

13.02 **Food and Beverage Contracts.** Purchaser shall continue to allow Seller to negotiate all future food and beverage contracts for the New York Burrito brand which are specifically identified on Exhibit 13.02 ("Contracts"), attached and made a part of this Agreement, and allow Seller to retain the proceeds generated from those Contracts, with the exception of the Pepsi-Cola Contract. It is understood that Purchaser shall be entitled to a \$1.00

per gallon usage incentive for all Pepsi-Cola products used by New York Burrito stores and shall have the right to determine the distribution of these funds, in its sole discretion.

13.03 **Indemnity.** Purchaser shall indemnify, defend and hold harmless Seller from and against any and all claims, demands, obligations, liabilities, costs and expenses including, interest and reasonable attorney's fees, that Seller may incur or suffer which arise out of, result from or relate to any breach of or failure by Purchaser to perform any of Purchaser's representations, warranties, covenants or agreements in this Agreement, or any liability or claim arising as a result of Purchaser's actions in connection with or relating to Seller's Assets after Closing.

ARTICLE 14 **INDEMNIFICATION PROCEDURE**

The party that may be entitled to indemnification under this Agreement (an "Indemnified Party") shall give written notice to the party obligated to indemnify him or her (an "Indemnifying Party") with reasonable promptness upon becoming aware of the claim or other facts upon which a claim for indemnification will be based. The notice shall set forth such information with respect to the claim as is then reasonably available to the Indemnified Party. The Indemnifying Party shall have the right, but not obligation, to assume the investigation and to undertake the defense of any such claim asserted by a third party, including the employment of counsel with payment of all expenses, and the Indemnified Party shall fully cooperate in the investigation and defense without cost to him or her of such claim and make available all records and material requested by the Indemnifying Party. The Indemnified Party shall be entitled but shall not be required to participate in such investigation and defense of such claim and employ separate counsel. The Indemnified Party shall not be liable for any claim compromised or settled without his or her written consent, which shall not be unreasonably withheld. The Indemnifying Party may settle any claim without such written consent of the Indemnified Party, but only if the relief awarded is not enforceable against the Indemnifying Party. The Indemnifying Party shall satisfy his or her indemnification obligation promptly upon the determination that such obligation is due. Failure or delay in giving notice of a claim for indemnification and failure to include any specific information with respect to the claim, shall not affect the obligation of the Indemnifying Party, except to the extent that such failure or delay shall have adversely affected the ability of the Indemnifying Party to defend, settle, or satisfy the claim or demand.

ARTICLE 15 **MISCELLANEOUS**

15.01 **Utah Law.** This Agreement and all documents executed and delivered shall be deemed to be contracts under the laws of Utah, and for all purposes shall be construed in accordance with such laws.

15.02 **Severability.** If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions

shall not, in any way, be affected or impaired.

15.03 **Entire Agreement.** This Agreement, and the Exhibits attached set forth the entire agreement between the parties. All negotiations relative to the matters contemplated by this Agreement are merged and there are no other understandings or agreements relating to the matters and things set forth, other than those incorporated in this Agreement. No provision of this Agreement shall be altered, amended, revoked or waived, except by an instrument in writing signed by the parties sought to be charged with such amendment, revocation or waiver. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representative, successors and assigns.

15.04 **Addition Acts and Documents.** Each party agrees to do all things and take all such actions, and to make, execute and deliver such other documents and instruments as shall be reasonably required to carry out the provisions and intent of this Agreement.

15.05 **Cost and Fees.** The parties agree that each party shall be responsible for its costs relating to this transaction, including attorney's fees and accountant's fees, incurred by that party. In the event actions are taken by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees incurred in such actions.

15.06 **Survival.** All covenants, representations and warranties made by the parties shall survive the "Closing" as stated in this Agreement.

15.07 **Notices.** All notices required or permitted by this Agreement shall be in writing and shall be given by personal delivery or sent to the address of the party set forth below by registered or certified mail, postage prepaid, return receipt request, or by reputable overnight courier, prepaid receipt acknowledged. Notices shall be deemed received on the earlier date of actual receipt or, in the case of notice by mail or overnight courier, the date of receipt marked on the acknowledgment of receipt. Rejection or refusal to accept or the inability to deliver because of change of address of which no notice was given shall be deemed to be received as of the date such notice was deposited in the mail or delivered to the courier.

If to Seller: Ultimate Franchise Systems, Inc.
1515 International Parkway, Ste 2013
Heathrow, Florida 32746

If to Purchaser: DC-Ten, Inc.
Douglas E. Clement
543 West 2050 North
West Bountiful, Utah 84087

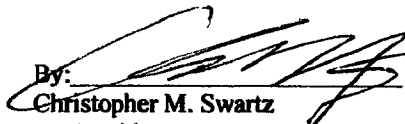
(or such other addresses as may be furnished by the parties.)

15.08 **Authority.** Each of the parties represents to the other that such party has full power and authority to execute, deliver and perform this Agreement.

The parties duly execute this Agreement on the date expressed above.

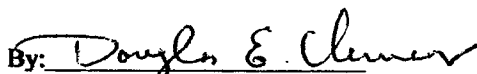
SELLER:

Ultimate Franchise Systems, Inc.
and New York Burrito

By: 
Christopher M. Swartz
Its: President

PURCHASER:

DC-Ten, Inc.

By: 
Douglas E. Clement
Its: President

**EXHIBIT 1.02
INVENTORY, FORMS, PROMOTIONAL MATERIAL,
PRINTED MATERIAL AND SUPPLIES**

All items received by Purchaser September 1, 2005

EXHIBIT 1.03
TRADEMARKS, COPYRIGHTS, PATENTS AND NAMES

**EXHIBIT 1.03
TRADEMARKS, COPYRIGHTS, PATENTS AND NAMES**

Serial Number: 74713310

Registration Number: 1993286

Mark



(words only): NEW YORK BURRITO

Date of Status: 2003-04-28

Registration Date: 1996-08-13

Serial Number: 75945569

Registration Number: 2534795

Mark (words only): NEW YORK BURRITO GOURMET WRAPS

Date of Status: 2002-01-29

Registration Date: 2002-01-29

Serial Number: 76610011

Registration Number: 3012756

Mark

NEW YORK BURRITO

(words only): NEW YORK BURRITO

Date of Status: 2005-11-08

Registration Date: 2005-11-08

EXHIBIT 1.04
ACCOUNTS RECEIVABLE AT DATE OF AGREEMENT

None

EXHIBIT 1.04(a)
ACCOUNTS RECEIVABLE AT CLOSING

None

**EXHIBIT 1.05
RECORDS AND DOCUMENTS**

All records and Documents received by Purchaser September 1, 2005

**EXHIBIT 2.01
EXCLUDED ASSETS**

The parties agree that the following assets are to be excluded from the terms and conditions of this Agreement and that the terms and conditions set forth hereinbelow shall apply to the New York Burrito restaurants to be opened by Concept Acquisition II, LLC:

1. Franchise rights which shall be given by Seller to Concept Acquisition II, LLC, their successors and/or assigns, for their sole use in opening New York Burrito restaurants with their Flamers Charbroiled Grill concepts or independently in malls only. Except for training, Franchise Management Corporation, their successors and/or assigns, shall not be required to pay any Franchise Fees to Purchaser that are associated with the customary sale of a New York Burrito franchise but are required to pay an on-going royalty percentage in line with the current royalty rate then being charged. The parties agree that this royalty revenue will be divided with 75% being received by Concept Acquisition II, LLC and 25% being received by the Purchaser herein.
2. Concept Acquisition II will be required to adhere to all rules and regulations of the current and signed Franchise Agreement.
3. Training for the first franchise opened by Concept Acquisition II will be conducted by a New York Burrito assigned corporate trainer at the following cost: All travel, hotel, food, and other related costs of training will be paid for by Concept Acquisition II along with a \$200 a day fee for each day at training site. All subsequent store training will be conducted by Concept Acquisition II, LLC or their assigns unless agreed in writing for more assistance from New York Burrito corporate, at which time the rate and conditions will be negotiated between Concept Acquisition II and New York Burrito corporate.
4. Concept Acquisition II will be required to service ongoing any store opened under their direction. All Quality Reviews and Compliance Reports adopted by Concept Acquisition II must be approved by New York Burrito. Compliance reviews will be conducted quarterly and sent to the New York Burrito corporate offices in a timely manner after each review.

**EXHIBIT 4.01
EXCEPTIONS TO TITLE**

None

**EXHIBIT 4.03
EXCEPTIONS TO LIABILITY CLAIMS**

None

**EXHIBIT 4.04
EXCEPTIONS TO TAX CLAIMS**

None

**EXHIBIT 4.05
EXCEPTIONS TO LITIGATION AND PROCEEDINGS**

None

**EXHIBIT 4.10
POST CLOSING CONTRACTS**

None

**EXHIBIT 9.01
BILL OF SALE**

This Agreement will act as the Bill of Sale

EXHIBIT 13.02
FOOD AND BEVERAGE CONTRACTS

Any and all food and beverage contracts existence as of closing.

STOCK EXCHANGE AGREEMENT

THIS STOCK EXCHANGE AGREEMENT ("Agreement") is made this 25TH day of July, 2002, by and between UPTOWN RESTAURANT GROUP, INC., a Colorado corporation ("UPTW") and ULTIMATE FRANCHISE SYSTEMS, INC., a Nevada corporation ("UFSY").

Background

The total authorized capital stock of UPTW consists of 50,000,000 shares of common stock, no par value per share ("UPTW Common Stock"), of which 5,116,578.25 shares are issued and outstanding.

The total authorized capital stock of UFSY consists of 100,000,000 shares of common stock, par value \$.0001 per share ("UFSY Common Stock"), of which approximately 9,700,000 shares are issued and outstanding.

The parties desire to enter into a stock exchange agreement whereby UFSY will acquire 2,100,000 of the authorized but unissued shares of UPTW Common Stock ("UPTW Shares") in exchange for 375,000 of the authorized but unissued shares of UFSY Common Stock ("UFSY Shares"), on the terms and conditions set forth herein.

Terms of Agreement

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
EXCHANGE OF SHARES

1.1 Stock Exchange. In reliance on and subject to the terms, conditions, representations, warranties, covenants and agreements herein contained, UFSY shall issue, assign, transfer and convey unto UPTW the UFSY Shares in exchange for the UPTW Shares, and UPTW shall issue, assign, transfer and convey unto UFSY the UPTW Shares in exchange for the UFSY Shares (the "Stock Exchange").

1.2 Closing. The closing of the Stock Exchange contemplated in this Agreement (the "Closing") shall take place at such date, time and place as shall be mutually acceptable to the parties (the "Closing Date").

1.3 Transactions and Documents Delivered at Closing.

1.3.1 Delivery of UPTW Shares. At the Closing, UPTW shall deliver to UFSY a certificate representing the UPTW Shares bearing an appropriate legend restricting transfer except as permitted under Rule 144 of the Securities Act of 1933, as amended (the "Act").

IN WITNESS WHEREOF, the undersigned have executed this Stock Exchange Agreement as of the date first indicated above.

ULTIMATE FRANCHISE SYSTEMS, INC.

By: Michael F. Cronin

MICHAEL F. CRONIN
Name Printed

Its CHIEF FINANCIAL OFFICER

UPTOWN RESTAURANT GROUP, INC.

By: Robert Palmer

ROBERT PALMER
Name Printed

Its PRESIDENT

UPSIA/IPTW STOCK EXCHANGE AGREEMENT

ASSIGNMENT AGREEMENT

This Assignment Agreement ("Assignment") is made and entered into this 31st day of December, 2005, by and between DC-TEN, Inc., a Utah corporation ("Assignor") and New York Burrito Franchising, LLC, a Utah limited liability company ("Assignee").

RECITALS

Whereas, Assignor has previously acquired certain rights and other assets ("Assets") and assumed certain responsibilities, liabilities and obligations ("Obligations") from Ultimate Franchise Systems, Inc. under an Asset Purchase Agreement dated September 15, 2005, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof ("Purchase Agreement"); and,

Whereas, Assignee desires to acquire all of the Assets and to assume all of the Obligations of Assignor which Assignor received and assumed under the Purchase Agreement.

Now, therefore, in consideration of the promises and respective undertakings hereinafter set forth, it is hereby agreed as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in the Assets identified in the Purchase Agreement and grants it the Obligations to operate as if it were the Assignor.
2. Assignee hereby accepts title to the Assets and assumes all of the Assignor's Obligations under the Purchase Agreement.
3. This Agreement, the Purchase Agreement attached hereto, and the agreements specifically referred to herein and therein set forth the entire understanding of the parties and it is expressly understood by the parties hereto that there are no representations, covenants, or agreements between the parties with reference to the transactions contemplated herein except as specifically set forth herein or attached hereto.
4. This Agreement shall be binding upon the parties, their legal representatives, successors, and assigns.
5. In the event it becomes necessary to sign additional documentation to carry out the intent of this Agreement, the parties agree to fully comply with each and every such requirement.

6. This Agreement and the construction thereof shall each be governed by the laws of the State of Utah. Any litigation concerning it, its terms, provisions and/or any matters among the parties relating thereto shall take place exclusively in the State of Utah.

WHEREFORE, the parties hereto execute this Agreement the day and year first above written.

ASSIGNOR:

DC-TEN, INC.

By: *D. Clemmer*
Its: President

ASSIGNEE:

NEW YORK BURRITO FRANCHISING, LLC

By: *D. Clemmer*
Its: managing member

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**REVOCATION AND SUBSTITUTE POWER
OF ATTORNEY AND CHANGE OF
CORRESPONDENCE ADDRESS**

**CERTIFICATE OF MAILING
UNDER 37 C.F.R. § 1.8**

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I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail, postage prepaid, on the date indicated above and is addressed to:
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**SUBSTITUTE POWER OF ATTORNEY AND
CHANGE OF ADDRESS FOR CORRESPONDENCE**

New York Burrito Franchising, LLC, a limited liability company organized and existing under the laws of the State of Utah, having an address of 412 Canyon Estate Circle, Bountiful, Utah 84010, hereby appoints as its attorneys and/or agents all registered patent practitioners/attorneys associated with Customer Number 20,551; with all with full power of substitution and revocation, to prosecute applications and to transact all business in the Patent and Trademark Office in connection with the following:

MARK	REGISTRATION NO.
NEW YORK BURRITO (AND DESIGN)	1993286
NEW YORK BURRITO GOURMET WRAPS	2534795
NEW YORK BURRITO	3012756

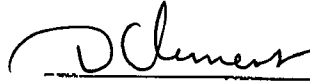
All correspondence and telephonic communications concerning this application should be directed to:

Peter M. de Jonge
THORPE NORTH & WESTERN, LLP
Customer No. 20,551
P.O. Box 1219
Sandy, Utah 84091-1219
Telephone: (801) 566-6633
Facsimile: (801) 566-0750

All previous powers of attorney with regard to these matters are hereby revoked.

Dated this 27th day of June, 2006, at Bountiful, Utah.

New York Burrito Franchising, LLC



By: Doug Clement
Title: Managing Member