

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
Trion Ventures I, L.P.		12/04/2006	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	FlyBy Capital, Inc.
Street Address:	6820 Squibb Road
City:	Mission
State/Country:	KANSAS
Postal Code:	66202
Entity Type:	CORPORATION: MISSOURI

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	78456432	KRUNCHEES
Serial Number:	78287244	CHIP ZIP
Serial Number:	76378641	DICKEY'S
Serial Number:	78287237	GEN G
Serial Number:	78287227	GENERATION GO
Serial Number:	78264582	LA FAMOUS
Serial Number:	78501699	MUNCH THE KRUNCH
Serial Number:	78247412	TORTZ
Registration Number:	1198111	GOOD FOODS FOR GOOD TIMES
Registration Number:	0748855	KAS
Registration Number:	0648663	KAS ALWAYS FRESH WHOLESOME & DELICIOUS
Registration Number:	1713958	KRUN-CHEE
Registration Number:	1398716	KRUN-CHEE
Registration Number:	1406970	POP CORN

OP \$465.00 78456432

Registration Number:	1417593	SNACK TIME
Registration Number:	0930102	SNACKTIME
Registration Number:	0771219	KRUN.CHEE
Registration Number:	1778228	SNACK TIME!

CORRESPONDENCE DATA

Fax Number: (816)931-7377

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 816-931-2722

Email: troszak@dysarttaylor.com

Correspondent Name: Thomas E. Roszak

Address Line 1: 4420 Madison Avenue

Address Line 4: Kansas City, MISSOURI 64111

NAME OF SUBMITTER:	Thomas E. Roszak
Signature:	/Thomas E. Roszak/
Date:	11/16/2007

Total Attachments: 3

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BILL OF SALE OF INTELLECTUAL PROPERTY AND RELATED ASSETS

All persons by these presents:

Trion Ventures 1, L.P., a Texas limited partnership, in consideration of One Hundred Eighty Thousand Dollars (\$180,000.00) paid by FlyBy Capital, Inc., a Missouri corporation, has sold and hereby conveys to FlyBy Capital, Inc. the intellectual property described on Exhibit A attached hereto, along with all goodwill associated therewith (collectively, the "Marks"), and by this reference made a part hereof to have and to hold the same unto FlyBy Capital, Inc., its successors and assigns, forever.

TRION VENTURES 1, L.P. WARRANTS AND AGREES TO DEFEND THE TITLE TO THE MARKS FOR THE BENEFIT OF FLYBY CAPITAL, INC., ITS REPRESENTATIVES AND ASSIGNS, AGAINST THE CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING, OR TO CLAIM THE SAME, OR ANY PART THEREOF, BY, THROUGH OR UNDER TRION VENTURES 1, L.P., BUT NOT OTHERWISE.

OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET OUT IN THIS BILL OF SALE, TRION VENTURES 1, L.P. HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE MARKS OR THE TRANSACTION CONTEMPLATED HEREBY, AND FLYBY CAPITAL, INC. AGREES THAT THE MARKS ARE BEING SOLD BY TRION VENTURES 1, L.P. "WHERE IS" AND "AS IS", WITH ALL FAULTS. SPECIFICALLY AS A PART OF (BUT NOT IN LIMITATION OF) THE FOREGOING, FLYBY CAPITAL, INC. ACKNOWLEDGES THAT, OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET OUT IN THIS BILL OF SALE, TRION VENTURES 1, L.P. HAS NOT MADE, AND TRION VENTURES 1, L.P. HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED, UNDER COMMON LAW, BY STATUTE OR OTHERWISE) AS TO THE OWNERSHIP, VALIDITY, ENFORCEABILITY, REGISTRABILITY, INFRINGEMENT OR NON-INFRINGEMENT OF THE MARKS, MAINTENANCE OR STATUS OF ANY THE MARKS PENDING BEFORE OR REGISTERED WITH THE U.S. PATENT AND TRADEMARK OFFICE, AND CONDITION OF THE MARKS (INCLUDING WITHOUT LIMITATION, TRION VENTURES 1, L.P. DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE).

IN WITNESS WHEREOF, Trion Ventures 1, L.P. has signed and delivered this Bill of Sale on December 4th 2006.

TRION VENTURES 1, L.P.
a Texas limited partnership

By: Trion Ventures, LLC, its general partner

By: *A. Hogan*
Mike Hogan, Manager

STATE OF TEXAS)
) SS
COUNTY OF DALLAS)

Subscribed to and sworn to before me on this 4th day of December, 2006.

David Lundgren
Notary Public

My Commission Expires:



EXHIBIT A TO BILL OF SALE

Owner	Mark	Reg. No.	Ser. No.	Date
Trion Ventures I, L.P.	GOOD FOODS FOR GOOD TIMES (STYLIZED)	1198111		15-Jun-1982
Trion Ventures I, L.P.	KAS	0748855		30-Apr-1963
Trion Ventures I, L.P.	KAS ALWAYS FRESH WHOLESOME & DELICIOUS and Design	0648663		16-Jul-1957
Trion Ventures I, L.P.	KRUN-CHEE and Design	1713958		08-Sep-1992
Trion Ventures I, L.P.	KRUN-CHEE and Design	1398716		24-Jun-1986
Trion Ventures I, L.P.	KRUNCHEES		78456432	26-July-2004
Trion Ventures I, L.P.	POP CORN and Design	1406970		26-Aug-1986
Trion Ventures I, L.P.	SNACK TIME and Design	1417593		18-Nov-1986
Trion Ventures I, L.P.	SNACKTIME (Stylized)	930102		28-Feb-1972
Trion Ventures I, L.P.	CHIP ZIP		78287244	14-Aug-2003
Trion Ventures I, L.P.	DICKEY'S		76378641	24-Feb-2004
Trion Ventures I, L.P.	GEN G		78287237	14-Aug-2003
Trion Ventures I, L.P.	GENERATION GO		78287227	14-Aug-2003
Trion Ventures I, L.P.	KRUN.CHEE and Design	0771219		09-June-1964
Trion Ventures I, L.P.	LA FAMOUS		78264582	19-Jun-2003
Trion Ventures I, L.P.	MUNCH THE KRUNCH		78501699	18-Oct-2004
Trion Ventures I, L.P.	SNACK TIME! and Design	1778228		22-Jun-1993
Trion Ventures I, L.P.	TORTZ		78247412	08-May-2003