

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Heartland Snacks, LLC		07/24/2008	LIMITED LIABILITY COMPANY: MISSOURI

**RECEIVING PARTY DATA**

<b>Name:</b>	FlyBy Capital, Inc.
<b>Street Address:</b>	6401 Verona Road
<b>City:</b>	Mission Hills
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66208
<b>Entity Type:</b>	CORPORATION: KANSAS

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Serial Number:	76378641	DICKEY'S
Serial Number:	78264582	LA FAMOUS
Serial Number:	78287227	GENERATION GO
Serial Number:	78287237	GEN G
Serial Number:	78287244	CHIP ZIP
Serial Number:	78456432	KRUNCHEES
Serial Number:	78501699	MUNCH THE KRUNCH
Registration Number:	0522372	GUY'S
Registration Number:	0648663	KAS ALWAYS FRESH WHOLESOME & DELICIOUS
Registration Number:	0748855	KAS
Registration Number:	0771219	KRUN.CHEE
Registration Number:	0930102	SNACKTIME
Registration Number:	1198111	GOOD FOODS FOR GOOD TIMES
Registration Number:	1398716	KRUN-CHEE

CH \$615.00 76378641

Registration Number:	1406970	POP CORN
Registration Number:	1417593	SNACK TIME
Registration Number:	1501501	GUY'S
Registration Number:	1501503	GUY'S
Registration Number:	1713958	KRUN-CHEE
Registration Number:	1778228	SNACK TIME!
Registration Number:	2066755	GUY'S
Registration Number:	2149714	WHEN YOU GET THE ITCH FOR CHIPS, DON'T FORGET THE GUY'S
Registration Number:	2155418	DON'T FORGET THE GUY'S
Registration Number:	3059942	TORTZ

**CORRESPONDENCE DATA**

Fax Number: (816)292-2001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 816-292-2000  
Email: ipdocketing@lathropgage.com  
Correspondent Name: R. Cameron Garrison  
Address Line 1: 2345 Grand Blvd.  
Address Line 2: Suite 2800  
Address Line 4: Kansas City, MISSOURI 64108

ATTORNEY DOCKET NUMBER:	482844
NAME OF SUBMITTER:	R. Cameron Garrison
Signature:	/R. Cameron Garrison/
Date:	07/24/2008

**Total Attachments: 21**

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source=Ex\_4 Bill of Sale Trion Ventures to FlyBy Capital#page1.tif  
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Mail Stop Assignment Recordation Services  
Director of the US Patent and Trademark Office  
P. O. Box 1451  
Alexandria, VA 22313-1451

**AFFIDAVIT OF JACK JOSLIN**

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

I, Jack Joslin, of lawful age and first being duly sworn on my oath, state as follows:

1. I am the President of FlyBy Capital, Inc. (hereinafter "FlyBy").
2. In my capacity as President of FlyBy, I have personal knowledge of FlyBy's activities concerning its products and trademarks.
3. On December 1, 2006, FlyBy purchased certain trademark rights from Heartland Snacks, LLC (hereinafter "Heartland").
4. By Asset Purchase Agreement of December 1, 2006, Heartland agreed to sell certain intellectual property assets, including certain trademarks and the goodwill associated therewith, to FlyBy. A copy of the Asset Purchase Agreement is attached hereto as "Exhibit 1."
5. The assets purchased by FlyBy in the Asset Purchase Agreement included Federal Serial or Registration Nos. 1,501,503 (GUY's and Design); 522,372 (GUY'S (stylized)); 78/501699 (Munch the Krunch); 3,059,942 (TORTZ); 2,155,418 (DON'T FORGET THE GUY'S); 1,501,501 (GUY'S); 2,066,755 (GUY'S); 2,149,714 (WHEN YOU GET THE ITCH FOR CHIPS, DON'T FORGET THE GUY'S).
6. Specifically in the Asset Purchase Agreement (the "APA") Heartland agreed to:

"[S]ell, convey, assign, transfer and deliver to Buyer upon execution of this Agreement and delivery of the cash consideration hereinafter set forth all right, title and interest in and to the following Assets:

"(a) Any and all intellectual property rights owned or used by Seller which shall specifically include but not be limited to the trademarks and their respective federal trademark registrations or applications listed on, and the copy rights, trade secrets and recipes referenced in Exhibit A."

See Exhibit 1, p. 1.

7. In the Asset Purchase Agreement, Seller (Heartland) represented and warranted to FlyBy that:

"(a) Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Missouri.

"(b) Seller has *full power and authority to execute and perform this Agreement* and each and every other document described in this Agreement.

"(c) Seller is the owner of and has good and marketable title in and to the Assets as of the date of execution of this Agreement which Assets shall be free and clear of all liens and encumbrances."

See Exhibit 1, p. 1.

8. In conjunction with the Asset Purchase Agreement, Mark H. Stisser, as Managing Member of Heartland, signed a Bill of Sale of Intellectual Property and Related Assets the purchased assets. A true and correct copy of the Bill of Sale, dated December 1, 2006, is attached hereto as "Exhibit 2."

9. Heartland also executed an assignment of the purchased trademarks to FlyBy on December 1, 2006. A true and correct copy of the Assignment is attached hereto as "Exhibit 3."

10. FlyBy validly recorded the assignments with the U.S. Patent and Trademark Office on November 16, 2007 under Reel/Frame: 003662/0432.

11. On December 4, 2006, Flyby purchased certain trademark rights from Trion Ventures, L.P. (hereinafter "Trion"). A true and correct copy of the Bill of Sale, dated December 1, 2006, is attached hereto as "Exhibit 4."

12. Those rights included Federal Serial or Registration Nos. 1,198,111 (GOOD FOODS FOR GOOD TIMES (stylized)); 748,855 (KAS); 648,663 (KAS ALWAYS FRESH WHOLESOME DELICIOUS (and Design)); 1,713,958 (KRUN-CHEE (and Design)); 1,398,716 (KRUN-CHEE (and Design); 78/456,432 (KRUNCHEES); 1,406,970 (POP CORN (and Design)); 1,417,593 (SNACK TIME (and Design)); 930,102 (SNACK TIME (stylized)); 78/287,244 (CHIP ZIP); 76/378,641 (DICKY'S); 78/287,237 (GEN G); 78/287,227 (GENERATION GO); 771,219 (KRUN CHEE (and design); 78/264,582 (LA FAMOUS); 78/501,699 (MUHCII THE CRUNCH); 1,778,228 (SNACK TIME! (and Design)); 78/247,412 (TORTZ).

13. Trion assigned the trademark registrations to Flyby, and the assignments were validly recorded with the U.S. Patent and Trademark Office on November 16, 2007 under Reel/Frame: 003662/0423.

14. On January 23, 2008, Mark H. Stisser (hereinafter "Stisser"), acting on behalf of Heartland, filed a new assignment with the U.S. Patent and Trademark Office. Stisser, alleging that Flyby "fraudulently transferred trademarks with the USPTO," intentionally filed false and misleading information. In doing so, Stisser wrongfully and fraudulently assigned the marks detailed above from Flyby to Heartland, without the knowledge or permission of Flyby. The fraudulent recordings are found under Reel/Frame 003702/221.

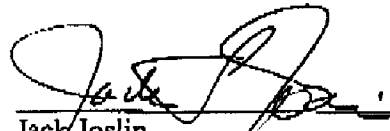
15. On January 29, Stisser filed a corrective assignment, fraudulently assigning 28 marks owned by Flyby to Heartland. The fraudulent recordings are found under Reel/Frame 003709/0037.

16. Stisser's unauthorized and fraudulent misrepresentations have caused harm and damage to Flyby, who is the true and legal owner of these registrations.

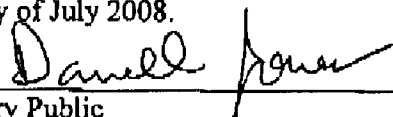
17. Flyby requests that the U.S. Patent and Trademark Office take corrective action to remedy the unauthorized acts of Stisser, and to acknowledge Flyby as the rightful owner of these registrations.

Further, affiant sayeth naught.

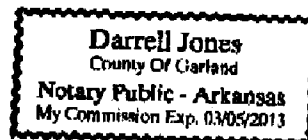
Date: July 24, 2008

  
\_\_\_\_\_  
Jack Joslin  
President, FlyBy Capital, Inc.

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a notary public in and for the state and county aforesaid, on this 24 day of July 2008.

  
\_\_\_\_\_  
Notary Public

My commission expires: 3/8/2013



**EXHIBIT 1**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made this 1<sup>st</sup> day of December, 2006, by and between Heartland Snacks, LLC, a Missouri limited liability company ("Seller"), and FlyBy Capital, Inc., a Missouri corporation ("Buyer").

WHEREAS, Seller desires to sell to Buyer certain trademarks used in the food industry and the goodwill associated therewith as described on Exhibit A attached hereto and by this reference made a part hereof ("Assets") and Buyer desires to purchase those Assets upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties hereto agree as follows:

1. **Purchased Assets.** Subject to the terms and conditions of this Agreement and in consideration of the obligations of Buyer herein set forth, Seller agrees to sell, convey, assign, transfer and deliver to Buyer upon execution of this Agreement and delivery of the cash consideration hereinafter set forth all right, title and interest in and to the following Assets:

(a) Any and all intellectual property rights owned or used by Seller which shall specifically include but not be limited to the trademarks and their respective federal trademark registrations or applications listed on, and the copy rights, trade secrets and recipes referenced in Exhibit A.

(b) All claims of Seller against third parties arising out of or relating to the Assets.

2. **Assignment of Assets.** Upon execution of this Agreement Seller shall deliver to Buyer a Bill of Sale in the form attached hereto and marked as Exhibit B and an assignment of its federal registrations and applications of the service marks and trademarks in the form attached hereto as Exhibit C.

3. **Representation and Warranties of Seller.** Seller hereby represents and warrants to Buyer as follows:

(a) Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Missouri.

(b) Seller has full power and authority to execute and perform this Agreement and each and every other document described in this Agreement.

(c) Seller is the owner of and has good and marketable title in and to the Assets as of the date of execution of this Agreement which Assets shall be free and clear of all liens and encumbrances.

4. **Representations and Warranties of Buyer.** Buyer represents and warrants to Seller the following:

(a) Buyer is a general business corporation duly organized and validly existing under the laws of the State of Missouri.

(b) Buyer has full power and authority to execute and perform this Agreement.



5. **Indemnification.** The representations and warranties of the parties set forth in this Agreement or in any document ancillary to this Agreement shall survive the purchase and sale contemplated hereby indefinitely.

6. **Purchase Price.** The purchase price for the Assets shall be Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (the "Purchase Price"), payable as follows:

(a) Five Hundred Eighty Thousand Dollars (\$580,000.00) in cash payable by Buyer to Seller upon execution of this Agreement; plus

(b) One Million Nine Hundred Twenty Thousand Dollars (\$1,920,000.00) payable by Buyer to Seller in the form of a royalty computed as follows: commencing March 1, 2007 and continuing until February 29, 2012, the Buyer shall pay to the Seller a royalty equal to three and one-half percent (3 ½%) of the gross revenues received by Buyer from the sale of merchandise marketed under any of the trademarks or trade names included as a part of the Purchased Assets. Royalty payments hereunder shall be based on revenues received by Buyer on a monthly basis with each monthly payment payable on or before the fifteenth day (15<sup>th</sup>) of the month next following the month in which such revenues are received by Buyer with the first such payment being due on April 15, 2007.

(c) As additional consideration for the Purchased Assets, Buyer grants to Seller the right to utilize the Purchased Assets for the period beginning December 1, 2006 and ending February 28, 2007. Seller shall owe Buyer no royalties or commissions from products sold during this period.

(d) Seller is granted the right upon reasonable notice during normal business hours to review those books and records of the Buyer required to verify the gross revenues upon which the royalty amount is based.

(e) In the event that the aggregate royalties paid hereunder equals One Million Nine Hundred Twenty Thousand Dollars (\$1,920,000.00) prior to February 29, 2012, then upon reaching that amount, the obligation to pay royalties from Buyer to Seller shall immediately cease. In the event that as of February 29, 2012, the aggregate sum paid by Buyer to Seller as a royalty hereunder has not reached One Million Nine Hundred Twenty Thousand Dollars (\$1,920,000.00), Buyer shall have no further obligation from and after that date for further royalty payments and the amount paid prior to that date plus the cash payment described in (a) immediately above shall constitute the total consideration for the Purchased Assets.

7. **Miscellaneous Provisions.**

(a) **Notice.** Any written notice, consent or other communication provided for in this Agreement shall be delivered or sent by registered U.S. mail, with postage prepaid, to the following addresses:

If to Seller:

HEARTLAND SNACKS, LLC  
4050 Pennsylvania Avenue  
Kansas City, Missouri 64111  
Attention: Mark H. Stisser

with a copy to:

SONNENSCHN NATH & ROSENTHAL LLP  
4520 Main Street, Suite 1100  
Kansas City, Missouri 64111  
Attention: Rebecca S. Stroder  
Telephone: (816) 460-2400  
Telecopy: (816) 531-7545

If to Purchaser:

FLYBY CAPITAL, INC.  
Personal and Confidential  
Jack L. Joslin  
6820 Squibb Road  
Mission, Kansas 66202

with a copy to:

William J. Shapiro  
Dysart Taylor Lay Cotter & McMonigle, P.C.  
4420 Madison Avenue  
Kansas City, Missouri 64111

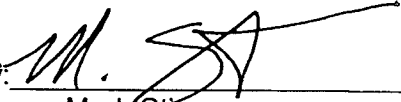
Such addresses may be changed by written notice given as provided herein.

(b) **Miscellaneous.** All rights of Purchaser under this Agreement shall inure to the benefit of its successors and assigns, and all obligations of Seller shall bind its heirs, executors, administrators, successors and assigns; provided, however, that neither party shall assign this Agreement without the prior written consent of the other party. The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to such terms as are included solely in this Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. If any of the provisions of this Agreement shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions, and the rights and obligations of the parties hereto shall be construed and enforced accordingly. Seller hereby irrevocably consents to the jurisdiction of the courts of Missouri and of any federal court located in such state in connection with any action or proceeding arising out of or relating to this Agreement, and the parties waive any objections based upon venue or forum non conveniens in connection with any such action or proceeding. This Agreement shall be construed in accordance with and governed by the laws of Missouri (except the laws applicable to conflicts or choice of law), and, where applicable and except as otherwise defined herein, terms used herein shall have the meanings given them in the Missouri Uniform Commercial Code. This Agreement may be signed in any number of counterparts, each of which shall be an original, having the same effect as if the signatures thereto and hereto were upon the same instrument.

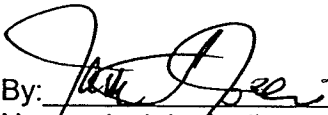
**[Signatures on the Following Page]**

IN WITNESS WHEREOF, Heartland has duly executed this Asset Purchase Agreement on this \_\_\_ day of December 2006.

HEARTLAND SNACKS, LLC

By:   
Name: Mark Stisser  
Title: Managing Director

FLYBY CAPITAL, LLC

By:   
Name: Jack L. Joslin  
Title: President

**EXHIBIT A**

**Purchased Assets**

EXHIBIT B

BILL OF SALE OF INTELLECTUAL PROPERTY AND RELATED ASSETS

All persons by these presents:

Heartland Snacks, LLC, a Missouri limited liability company, in consideration of Five Hundred Eighty Thousand Dollars (\$580,000.00) composed of One Hundred Eighty Thousand Dollars (\$180,000.00) to Trion Ventures 1, L.P. and Four Hundred Thousand Dollars (\$400,000.00) to Heartland Snacks, LLC paid by FlyBy Capital, Inc. and the Agreement of FlyBy Capital, Inc. to pay royalties to Heartland in an amount described in an Agreement entered into by and between the parties of even date, the receipt of which is hereby acknowledged, has sold and hereby conveys to FlyBy Capital, Inc. the intellectual property described on Exhibit A attached hereto and by this reference made a part hereof to have and to hold the same unto FlyBy Capital, Inc., its assigns forever, free and clear of all liens and encumbrances.

Heartland Snacks, LLC warrants and agrees to defend the title to all of such property for the benefit FlyBy Capital, Inc., its representatives and assigns against all persons.

IN WITNESS WHEREOF, Heartland Snacks, LLC, by its managing member, has signed and delivered this Bill of Sale on December 1, 2006.

HEARTLAND SNACKS, LLC,  
a Missouri limited liability company

By: \_\_\_\_\_  
Mark H. Stisser  
Managing Member

STATE OF MISSOURI            )  
  ) SS  
COUNTY OF JACKSON        )

Subscribed to and sworn to before me on this \_\_\_\_ day of December, 2006.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**EXHIBIT 2**

**BILL OF SALE OF INTELLECTUAL PROPERTY AND RELATED ASSETS**

All persons by these presents:

Heartland Snacks, LLC, a Missouri limited liability company, in consideration of Five Hundred Eighty Thousand Dollars (\$580,000.00) composed of One Hundred Eighty Thousand Dollars (\$180,000.00) to Trion Ventures 1, L.P. and Four Hundred Thousand Dollars (\$400,000.00) to Heartland Snacks, LLC paid by FlyBy Capital, Inc. and the Agreement of FlyBy Capital, Inc. to pay royalties to Heartland in an amount described in an Agreement entered into by and between the parties of even date, the receipt of which is hereby acknowledged, has sold and hereby conveys to FlyBy Capital, Inc. the intellectual property described on Exhibit A attached hereto and by this reference made a part hereof to have and to hold the same unto FlyBy Capital, Inc., its assigns forever, free and clear of all liens and encumbrances.

Heartland Snacks, LLC warrants and agrees to defend the title to all of such property for the benefit FlyBy Capital, Inc., its representatives and assigns against all persons.

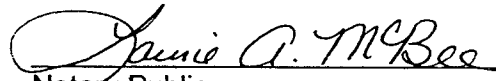
IN WITNESS WHEREOF, Heartland Snacks, LLC, by its managing member, has signed and delivered this Bill of Sale on December 1, 2006.

HEARTLAND SNACKS, LLC,  
a Missouri limited liability company

By:   
Mark H. Stisser  
Managing Member

STATE OF MISSOURI                    )  
  ) SS  
COUNTY OF JACKSON                )

Subscribed to and sworn to before me on this 1<sup>st</sup> day of December, 2006.

  
Notary Public

My Commission Expires:

LAURIE A. McBEE  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Commissioned in Clay County  
My Commission Expires Oct. 19, 2007

**EXHIBIT 3**



## ASSIGNMENT

Assignment made this 1<sup>st</sup> day of December, 2006, by Heartland Snacks, LLC, a Missouri limited liability company, (hereinafter "Assignor") to FlyBy Capital, Inc., a Missouri corporation, having its principal office at 6820 Squibb Rd., Mission, Kansas 66202 (hereinafter the "Assignee").

WHEREAS, Assignor has adopted and is using the service marks identified on Exhibit A attached hereto and made a part hereof by this reference for the manufacture, distribution and marketing of snack foods and related products.

WHEREAS, Assignee is desirous of acquiring all of the right, title and interest of Assignor in and to the subject service mark, the pending application for registration of the subject mark and any renewals that may be granted thereon, together with the good will of the business symbolized by the mark, and Assignor is willing to transfer all of its right, title and interest in and to the subject service mark, the pending application for registration of the service mark and any renewals that may be granted thereon, together with the good will of the business symbolized by the subject service mark, to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, transfer and assign to Assignee, and its successors and assigns, all of the right, title and interest of Assignor in and to the service marks identified on Exhibit A attached hereto and made a part hereof by this reference and any registrations or renewals that may be granted thereon, together with the good will of the business symbolized by the mark.

IN WITNESS WHEREOF, Assignor has executed this instrument on the year and date first above written.

Heartland Snacks, LLC,  
a Missouri Limited Liability Company

By: 

Title: Managing Member

**TRADEMARK**

**REEL: 003821 FRAME: 0933**

STATE OF MISSOURI

)

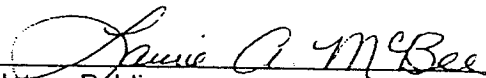
) ss.

CO'UNTY OF JACKSON

)

On this 1<sup>st</sup> day of December, 2006, before me the undersigned, a Notary Public in and for said county and state, came Mark H. Stisser, Managing Member, of Heartland Snacks, LLC, a limited liability company organized under the laws of the State of Missouri, who is personally known to me to be the same person who executed as such officer the foregoing Assignment and duly acknowledged the execution of the same to be for and on behalf and as the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

LAURIE A. McBEE  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Commissioned in Clay County  
~~My Commission Expires Oct. 19, 2007~~

EXHIBIT A

ASSIGNMENT OF TRADEMARK REGISTRATIONS  
OF HEARTLAND SNACKS TO FLYBY CAPITAL, INC.

<u>Mark</u>	<u>Goods</u>	<u>Serial or Registration No.</u>	<u>Registration Date</u>
GUY'S and Design	potato chips (Class 29)	1,501,503	8-23-1988
GUY'S (stylized)	potato chips, pretzels, smoked herring, pickles, candy, fresh and salted nuts, and chopped nuts (Class 29, 30)	522,372	3-14-1950
Munch The Krunch	potato chips, etc. (Class 29) and salty cereal- based granola- based, rice- based or wheat- based snack foods, etc. (Class 30)	78/501699	
TORTZ	tortilla chips (Class 30)	3,059,942	2-21-2006
DON'T FORGET THE GUY'S	salty snacks, namely, nuts, potato chips, etc. (Class 29) and salty snacks, namely, tortilla chips, cheese puffs, etc. (Class 30)	2,155,418	5-5-1998
GUY'S	potato chips (Class 29)	1,501,501	8-23-1988

<u>Mark</u>	<u>Goods</u>	<u>Serial or Registration No.</u>	<u>Registration Date</u>
GUY'S	processed nuts, potato chips, onion rings and pork skins (rinds) (Class 29)	2,066,755	6-3-1997
WHEN YOU GET THE ITCH FOR CHIPS, DON'T FORGET THE GUYS	salty snacks, namely, nuts, potato chips, etc. (Class 29) and salty snacks, namely, tortilla chips, cheese puffs, etc. (Class 30)	2,149,714	4-19-1996

**EXHIBIT 4**

**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 4<sup>th</sup> 2006.

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

By: Trion Ventures, LLC, its general partner

By: *[Signature]*  
Mike Hogan, Manager

STATE OF TEXAS                    )  
  ) SS  
COUNTY OF DALLAS                )

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

*[Signature]*  
Notary Public

My Commission Expires:



## EXHIBIT A TO BILL OF SALE

Trion Ventures I, L.P.	Mark	REG. NO.	CLASS	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