

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
Supper Solutions Franchising, Inc.		06/01/2010	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	Two Young, L.L.C.
Street Address:	3639 Sunshine
City:	Springfield
State/Country:	MISSOURI
Postal Code:	65809
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3282473	SOCIAL SUPPERS

CORRESPONDENCE DATA

Fax Number: (417)268-4040
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 417-268-4110
 Email: michael.cosby@huschblackwell.com
 Correspondent Name: Michael A. Cosby
 Address Line 1: 901 St Louis
 Address Line 2: Ste. 1800
 Address Line 4: Springfield, MISSOURI 65806

NAME OF SUBMITTER:	Michael A. Cosby
Signature:	/Michael A. Cosby/
Date:	08/19/2011

Total Attachments: 29

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**TRADEMARK
 REEL: 004608 FRAME: 0548**

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of the 1st day of June 2010, by and between Supper Solutions Franchising, Inc., a Colorado corporation ("Seller") and Two Youngs, LLC, a MO corporation ("Buyer"). The Buyer and Seller are collectively referred to herein as the "Parties."

RECITALS

A. Seller operates a franchise system known as SOCIAL SUPPERS Stores located in Kansas and Missouri consisting of seven franchised stores which offer ingredients and recipes for customers to prepare meals to be cooked and consumed at the customer's home ("SOCIAL SUPPERS System" or "System");

B. Seller desires to sell and Buyer desires to purchase the assets of Seller's System, which assets are identified in Section 1.1 below, in accordance with the terms and conditions described in this Agreement; and

C. Seller is also the franchisor of the SUPPER SOLUTIONS franchise system, headquartered in Colorado, and none of the assets of the SUPPER SOLUTIONS franchise system are being sold to Buyer.

NOW, THEREFORE, in consideration of the premises and the mutual promises made herein and in consideration of the representations, warranties and covenants stated below, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1 AGREEMENT TO SELL

1.1 Purchased Assets. Seller agrees to sell and, at the Closing, will transfer and deliver to Buyer all of Seller's right, title and interest in the following assets of Seller, hereinafter referred to as "Purchased Assets," specifically identified in subparagraphs (a) through (d) below and upon Schedules referenced in said subparagraphs which shall be attached hereto prior to or at Closing, all of which are used by Seller in connection with its business of operating the SOCIAL SUPPERS System:

(a) All rights in and to the SOCIAL SUPPERS mark, logo, trade name and all related marks used in the System (collectively, the "Marks"), the rights to the URLs for the websites known as "www.socialsuppers.com" and "franchise.socialsuppers.com," related goodwill, causes of action and choses in action related to the System and more particularly set forth on Schedule 1.1(a), Schedule of Intangible Property of the System, attached hereto and incorporated herein by reference.

(b) Tangible and electronic copies of the SOCIAL SUPPERS Operations Manual, recipes, monthly menus and related menu support documents, labels, nutritional information, marketing support documents and other personal property bearing the SOCIAL SUPPERS Marks as more particularly set forth on Schedule 1.1(b), Schedule of Tangible Property, attached hereto and incorporated herein by reference.

(c) Rights to purchase food and other items at the prices set forth in Seller's contract with Sysco, to the extent that such contract rights are transferable, and Seller's rights to the URLs

for the websites "www.socialsuppers.com" and "franchise.socialsuppers.com," including Seller's rights under a contract with Neon Rain Interactive, a third party supplier of Website design and support, the Seller's rights to the SOCIAL SUPPERS webmail system under a contract with _____, and all other contracts, instruments, certificates, permits and licenses of Seller used in the System described on Schedule 1.1(c), Schedule of Contracts (the "Contracts") attached hereto and incorporated herein by reference.

(d) All prepaid and deferred items or credits, including prepaid gift certificates, related solely to the SOCIAL SUPPERS System which items or credits are specifically described on Schedule 1.1(d), Schedule of Prepaid and Deferred Items, attached hereto and incorporated herein by reference.

1.2 Liabilities Assumed. At the Closing, the Buyer assumes the following liabilities and obligations of Seller: (i) the liabilities and obligations of Seller to be performed after the Closing Date under the Contracts identified on Schedule 1.1(c) and Schedule 1.1(d); and (ii) the liabilities and obligations of Seller which have accrued prior to the Closing Date which are identified on Schedule 1.1(c) and Schedule 1.1(d), if any.

1.3 No Other Assets Transferred. Other than the assets of the SOCIAL SUPPERS System described in Sections 1.1(a)-(d) as detailed in Schedules 1.1(a)-1.1(d), no other assets of Seller shall be sold or assigned to Buyer, including but not limited to, all assets of the SUPPER SOLUTIONS franchise system. All cash and accounts receivable derived from the SOCIAL SUPPERS System as of the Closing Date (defined in Section 2.4 below) are expressly excluded from the Purchased Assets.

ARTICLE 2

PURCHASE AND PURCHASE PRICE

2.1 Agreement of Purchase. Buyer hereby agrees to purchase, upon the terms and subject to the conditions of this Agreement, the Purchased Assets as described in Article 1 above and will provide to Seller the Purchase Price, as defined below, in the manner and upon the terms hereinafter set forth.

2.2 Purchase Price. The total consideration ("Purchase Price") to be paid by Buyer to Seller is \$5,000, payable in full by certified check or wire transfer on the Closing Date, unless other arrangements are made individually, as defined below. The Purchase Price shall be adjusted by the prorations set forth in Section 2.6 and other terms of this Agreement, as applicable.

2.3 Allocation of Purchase Price. The Purchase Price will be allocated by Buyer among the Purchased Assets and other obligations and a conforming Asset Acquisition Statement on IRS Form 8594 shall be prepared as identified in Schedule 2.3.

2.4 The Closing. The Closing of the transaction contemplated by this Agreement (the "Closing") shall take place by telephone conference and by electronic mail, or at a location mutually agreed to by Buyer and Seller, on or before April 1, 2010, or on such other date as the Parties may mutually agree (the "Closing Date").

2.5 Deliveries at the Closing. At the Closing, the Parties will deliver the following:

- (a) The Seller will execute and deliver to the Buyer:

- (i) assignments of Seller's rights under all Contracts related to the System, including assignments of Seller's rights to the Marks;
 - (ii) a bill of sale and assignment, executed by Seller conveying title to all of the Purchased Assets to Buyer;
 - (iii) possession of the Purchased Assets;
 - (iv) the Asset Acquisition Statement on IRS Form 8594; and
 - (v) such other certificates, instruments or documents as Buyer may reasonably request in order to effect and document the transactions contemplated by this Agreement.
- (b) The Buyer shall execute and deliver to the Seller:
- (i) the Purchase Price as specified in Section 2.2 above in a manner as also specified in Schedule 2.2;
 - (ii) an assumption agreement properly executed and acknowledged covering all of the liabilities under the Contracts assumed pursuant to Section 1.2 hereof;
 - (iii) the Asset Acquisition Statement on IRS Form 8594;
 - (iv) a Transfer and Release Agreement in the form attached hereto as Exhibit A, for each Franchise Agreement governing the operation of each of the SOCIAL SUPPERS Stores signed by each SOCIAL SUPPERS franchisee; and
 - (v) such other certificates, instruments or documents as Seller may reasonably request in order to effect and document the transactions contemplated by this Agreement.

2.6 Prorations. Obligations for personal property taxes, assessments and similar items transferred to Buyer hereunder shall be prorated through the Closing Date and assessed against Buyer and Seller in accordance with their respective periods of ownership of the SOCIAL SUPPERS System and shall be deducted from or added to the Purchase Price, as the case may be. In the event that any obligations cannot be prorated at the Closing and the Purchase Price adjusted accordingly at that time, any obligations which remain to be prorated after the Closing shall be determined by the Parties, and the net amount owed by Seller or Buyer, as the case may be, shall be paid within 60 days of the Closing Date.

ARTICLE 3

SELLER'S REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Seller. Seller hereby represents and warrants to the Buyer, except as set forth in Schedule 3.1, that the statements contained in this Article 3 are correct and complete as of the date of this Agreement and will be true and correct as of the Closing.

- (a) **Organization of Seller.** Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri.

(b) **Authorization of Transaction.** Seller has full power and authority to execute and deliver this Agreement and all other documents necessary to consummate the transactions contemplated by this Agreement and to perform the obligations hereunder and thereunder, and has taken all necessary action to authorize the execution and delivery of this Agreement and such other documents and the consummation of the transactions contemplated hereby and thereby. This Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and conditions, and Seller has such knowledge, sophistication and experience in business, tax and financial matters that it is capable of evaluating the impact of the terms of this Agreement.

(c) **Title.** Except for liens referenced on Schedule 3.1, Seller has good and marketable title to all of the Purchased Assets, free and clear of all liens, encumbrances, judgments, security interests or claims of any kind.

(d) **Taxes.** All sales, use, income or other taxes payable or incurred by Seller prior to the Closing which might result in an encumbrance or lien upon any of the Purchased Assets have been timely paid by Seller; all tax returns and reports required to be filed by or with respect to Seller and relating to the Purchased Assets have been duly filed; and no issues have been raised (and are currently pending) by any governmental authority in connection with any of the returns or reports referred to in this Section 3.1(d), the resolution of which, individually or in the aggregate, could have a material adverse affect on the right of Buyer to own, operate or control the Purchased Assets.

(e) **Broker Fees.** Seller has incurred no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or obligated and Seller has made satisfactory arrangements to pay or discharge all fees or obligations it has incurred with respect to this transaction.

(f) **Noncontravention.** Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will: (i) violate any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge, or other restriction of any government, governmental agency, or court to which Seller is subject; (ii) except as identified herein, conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any contract, lease, sublease, license, sublicense, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, security interest, or other arrangement to which Seller is a party or by which it is bound or to which any of its assets are subject; or (iii) violate the organizational documents of Seller. Seller does not need to give any notice to, or make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency or order for the Parties to consummate the transactions contemplated by this Agreement.

(g) **Franchisee Claims.** No claims have been filed or threatened against Seller by any past or present SOCIAL SUPPERS franchisee, client or customer who is listed in Seller's records.

(h) **Compliance with Law.** Seller has complied with and is operating the SOCIAL SUPPERS System in compliance with all applicable federal, state and local laws.

(i) **Permits and Licenses.** The permits and licenses listed on Schedule 3.1(i), if any, constitute the permits and licenses the Seller obtained to operate the SOCIAL SUPPERS System.

(j) **Condition of Purchased Assets.** The Purchased Assets are in good condition and working order, normal wear and tear excepted, and constitute all of the assets devoted exclusively to the SOCIAL SUPPERS System.

(k) **Litigation.** There are no actions, suits, litigation, claims, or proceedings pending or, to the best of Seller's knowledge, threatened against Seller relating to the Purchased Assets or Seller's operation of the SOCIAL SUPPERS System, or that would prevent or hinder the consummation of the transactions contemplated by this Agreement.

(l) **Bankruptcy.** Seller does not contemplate or intend on filing for relief under the provisions of the U.S. Bankruptcy Code.

(m) **Absence of Undisclosed Liabilities.** As of the Closing, Seller will not have any obligations or liabilities arising out of transactions entered into at or prior to the Closing, which will adversely affect Buyer's ownership and use of the Purchased Assets.

(n) **Information.** There is no fact known to Seller, which has not been disclosed to Buyer, which materially adversely affects the Purchased Assets or the ability of Seller to perform its obligations hereunder.

(o) **Contracts.** Other than the franchise agreements with the SOCIAL SUPPERS franchisees and those contracts set forth on the Schedule of Contracts, Seller is not a party to any written agreements that relate to the Purchased Assets.

(p) **Warranties and Returns.** Seller has not made any express or implied warranties to third parties in connection with products or services sold by the System or at the SOCIAL SUPPERS Stores.

(q) **Full Disclosure.** No information furnished by the Seller to Buyer in connection with this Agreement or to be furnished prior to the Closing by or on behalf of the Seller to Buyer, or to others in connection with obtaining approval of the transaction contemplated by this Agreement, is false or misleading in any material respect. Seller has not made any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements made or information delivered in or pursuant to this Agreement not misleading.

(r) **Employee Matters.** Seller has not entered into any employment or like agreements that are being transferred under this Agreement.

(s) **Franchise Matters.**

(i) Neither Seller, nor any subsidiaries or affiliates of Seller, have offered or sold to any third parties any SOCIAL SUPPERS franchises, master franchises, area development agreements, sub-franchises, licenses, business opportunities or seller-assisted marketing plans (collectively, "**Franchises**"), domestically or internationally.

(ii) Schedule 3.1(s) sets forth a true and complete list of all franchise agreements, area development agreements, master franchise agreements, sub-franchise agreements, and other agreements in effect with SOCIAL SUPPERS franchisees to which Seller or any of its subsidiaries or affiliates is a party (collectively, the “**Franchise Agreements**”) including for each Franchise Agreement (A) the name, address and telephone number of each and every franchisee, area developer, sub-franchisee, licensee or master licensee (any of which are hereinafter referred to as a “**Franchisee**”) and (B) the address and state or territory or other location to which each Franchise Agreement pertains. Each of the Franchise Agreements is in full force and effect as of the Closing Date, all Franchisees shall sign a Transfer and Release Agreement with Seller, the form of which is attached hereto as Exhibit A and incorporated herein by reference. Except as set forth on Schedule 3.1(s), there are no other Franchise rights, including rights or options to enter into Franchise Agreements, contingent or existing. The consummation of the transactions contemplated by this Agreement will not result in any violation or breach of, or give rise to a right of termination, cancellation or loss of a material benefit under, any provision of any real property lease entered into by any Franchisee with respect to a SOCIAL SUPPERS Store or any permit or regulation applicable to any such store.

(iii) Schedule 3.1(s) identifies each Franchisee that, to the knowledge of Seller, is (A) in breach of or default under any Franchise Agreement, or (B) the subject of a case under the United States Bankruptcy Code or any other bankruptcy, insolvency, receivership or similar case or proceeding under state or federal law, and describes the nature of each default or identifies by case caption the bankruptcy, insolvency, receivership or similar case or proceeding and the current status thereof. Except as set forth on Schedule 3.1(s), there are no existing monetary or non-monetary breaches or defaults by any party under any of the Franchise Agreements and no event has occurred that with the lapse of time or the giving of notice or both would constitute a breach or default of any party under the any Franchise Agreement.

(iv) There are no agreements with independent sales representatives, contractors, brokers or consultants under which Seller has authorized any person to sell or promote Franchises or agreed to rebate or share amounts receivable under any Franchise Agreement.

(v) The Seller has at all times complied with all applicable state, federal and international franchise relationship laws governing the franchise relationship between the Seller and its current and former Franchisees including in connection with any renewal or non-renewal of a Franchise Agreement, consent or failure to consent to any sale or assignment of a Franchise or termination of a Franchise Agreement.

(vi) The Seller has at all times complied with the provisions of the Franchise Agreements that pertain to the advertising funds paid by Franchisees, which have been collected and maintained in an account (the “**Advertising Fund**”) separate from the operating accounts of the Seller. The only covenants and agreements pertaining to the Advertising Fund are contained in the Franchise Agreements. The Advertising Fund monies have been used only in accordance with the Franchise Agreements.

ARTICLE 4
BUYER'S REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Buyer. The Buyer represents and warrants to the Seller that, except as set forth on Schedule 4.1, Exceptions to Representations and Warranties of Buyer, the statements contained in this Article 4 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date.

(a) **Organization of Buyer.** Buyer is a [corporation/limited liability company] duly organized, validly existing and in good standing under the laws of the State of Kansas.

(b) **Authorization of Transaction.** The Buyer has full power and authority to execute and deliver this Agreement and all other documents necessary to consummate the transaction contemplated by this Agreement and to perform its obligations hereunder and thereunder, and has taken all necessary action to authorize the execution and delivery of this Agreement and such other documents and the consummation of the transactions contemplated hereby and thereby. This Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and conditions.

(c) **Noncontravention.** Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) violate any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge, or other restriction of any government, governmental agency, or court to which Buyer is subject; or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any contract, lease, sublease, license, sublicense, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, security interest, or other arrangement to which Buyer is a party or by which it is bound or to which any of its assets is subject. Buyer does not need to give any notice to, or make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency or order for the Parties to consummate the transactions contemplated by this Agreement.

ARTICLE 5
PRE-CLOSING COVENANTS

5.1 Pre-Closing Covenants. The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing:

(a) **Notices and Consents.** The Parties shall cooperate with each other to determine whether and to whom any notices to third parties are required to be given in connection with the matters pertaining to the transactions described in this Agreement and Seller and Buyer will give any such notices to third parties and will use commercially reasonable efforts to obtain any required third party consents, as reasonably determined by Seller and Buyer.

(b) **Full Access/Due Diligence.** Prior to Closing, Seller will permit representatives of Buyer, upon reasonable notice, to have full access at all reasonable times and in a manner so as not to interfere with the business operations of Seller, to all premises, properties, books, records, franchise agreements, royalty and Advertising Fund records, all trademark registrations and applications and correspondence, registrations and applications to sell Franchises in all states regulating the sale of Franchises, contracts, tax records and other documents of, or pertaining to,

any aspect of the Purchased Assets (“**Confidential Information**”). To the extent such information is within Seller’s possession or control, Seller agrees to use good faith efforts to deliver copies of all records, contracts and other Confidential Information related exclusively to the operation of the SOCIAL SUPPERS System and excluding information related to the SUPPER SOLUTIONS System, as Buyer reasonably requests, provided that if the transactions contemplated by this Agreement are not consummated, Buyer shall immediately return to Seller the Confidential Information and all other materials provided to Buyer for Buyer’s due diligence. Buyer agrees not to distribute, use or disclose to third parties any of the Confidential Information, except to its advisors and agents as is necessary to complete the transaction contemplated by this Agreement. Should any investigation or inspection of the SOCIAL SUPPERS System and the Purchased Assets disclose any conditions to which Buyer objects, Buyer shall: (i) give Seller written notice of such objections and give Seller reasonable opportunity to cure; or (ii) Buyer may terminate this Agreement. Buyer’s due diligence period shall end one day prior to the Closing Date. Buyer’s termination of this Agreement shall be its exclusive remedy for any conditions that Buyer deems unsatisfactory during its due diligence investigation. The provisions of this Section 5.1(b) relating to the Confidential Information shall survive expiration, termination, and Closing of this Agreement for a period of one year.

ARTICLE 6 **CONDITIONS TO CLOSE**

6.1 Conditions to Obligations of the Buyer. The obligation of the Buyer to consummate the transaction to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(a) The Seller’s representations and warranties set forth in Article 3 above shall be true and correct in all material respects at and as of Closing, except for those representations and warranties which are qualified as to materiality which shall be true and correct in all material respects;

(b) No action, suit or proceeding shall be pending or threatened before any court or any quasi-judicial or administrative action or any federal, state, local or foreign jurisdiction nor shall any unfavorable judgment, order, decree, stipulation, injunction, or charge have been entered which would (i) prevent consummation of any of the transactions contemplated by this Agreement, or (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation;

(c) Seller shall deliver the items in Section 2.5(a);

(d) Seller shall have performed and complied with all agreements, conditions and obligations required by this Agreement to be performed or complied with by Seller prior to or at the Closing; and

(e) From the date hereof until the Closing Date, no event shall have occurred nor any condition arisen that has or may reasonably be expected to have a material adverse effect on the Purchased Assets or the Buyer’s operation of the SOCIAL SUPPERS System following the Closing Date.

The Buyer may, at its sole election, waive any conditions specified in this Section 6.1 if it executes a writing so stating at or prior to the Closing. If Closing occurs, Buyer will be deemed to have waived any conditions not satisfied.

6.2 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions to be performed by it in connection with the Closing are subject to satisfaction of the following conditions:

- (a) The representations and warranties set forth in Article 4 above shall be true and correct in all material respects at and as of the Closing Date;
- (b) No action, suit or proceeding shall be pending or threatened before any court or quasi-judicial or administrative action or any federal, state, local or foreign jurisdiction nor shall any unfavorable judgment, order, decree, stipulation, injunction, or charge have been entered which would (i) prevent consummation of any of the transactions contemplated by this Agreement or (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation;
- (c) Buyer shall deliver the items in Section 2.5(b);
- (d) Seller shall have obtained any and all necessary and required consents to consummate the transaction; and
- (e) Buyer shall have performed and complied with all agreements, conditions and obligations required by this Agreement to be performed or complied with by the Buyer prior to or at the Closing.

Seller may, at its sole discretion, waive any conditions specified in this Section 6.2. If Closing occurs, Seller will be deemed to have waived any conditions not satisfied.

ARTICLE 7 **ADDITIONAL AGREEMENTS**

7.1 Transfer Taxes. Seller shall pay all transfer, sales and use taxes and similar taxes and charges assessed or due as a result of the transfer of the Purchased Assets hereunder in a timely and prudent manner.

ARTICLE 8 **TERMINATION**

8.1 Termination of Agreement. The Parties may terminate this Agreement prior to the Closing as provided below:

- (a) The Parties may terminate this Agreement by mutual written consent at any time prior to the Closing; or
- (b) Either Buyer or Seller may terminate this Agreement if the Closing shall not have occurred on or before June 1, 2010, or any other Closing Date agreed to by the Parties in writing; or

(c) If either Party materially breaches any representation, warranty or covenant in this Agreement, the non-breaching Party may terminate this Agreement if the breaching Party fails to cure such breach within five (5) days of receipt of written notice identifying the breach with reasonable specificity.

8.2 Effect of Termination. If this Agreement is terminated pursuant to Section 8.1(a), (b), or (c) above, all obligations of the Parties hereunder shall terminate without any liability of any Party to the other Party.

ARTICLE 9 **INDEMNIFICATION PROVISIONS**

9.1 Survival. All of the representations, warranties, indemnities and covenants of the Buyer and Seller shall survive the Closing.

9.2 Indemnification Provisions for Buyer. The Seller agrees to indemnify, defend, and hold the Buyer and Buyer's affiliates and their respective agents, representatives, employees, officers, directors, shareholders, members, managers, partners, equity owners, successors and assigns, harmless from and against the entirety of any charges, complaints, actions, suits, damages, claims, costs, amounts paid in settlement, taxes, liens, expenses or fees, including all attorneys' fees and court costs, which result from, arise out of, relate to or are caused by: (i) any material breach of any of Seller's representations, warranties and covenants contained in this Agreement, and (ii) except for liabilities expressly assumed by Buyer pursuant to Section 1.2 hereof, Seller's operation of the SOCIAL SUPPERS System prior to the Closing Date.

9.3 Indemnification Provisions for Seller. The Buyer agrees to indemnify, defend and hold the Seller and Seller's affiliates and their respective agents, representatives, employees, officers, directors, shareholders, members, managers, partners, equity owners, successors and assigns, harmless from and against the entirety of any charges, complaints, actions, suits, damages, claims, costs, amounts paid in settlement, taxes, liens, expenses or fees, including all attorneys' fees and court costs, which result from, arising out of, relate to or are caused by: (i) any material breach of any of the Buyer's representations, warranties and covenants contained in this Agreement; and (ii) Buyer's operation of the SOCIAL SUPPERS System from and after the Closing Date.

9.4 Procedures. If any third party shall notify any Party (the "**Indemnified Party**") with respect to any matter which may give rise to a claim for indemnification against the other Party (the "**Indemnifying Party**") under this Article 9, then the Indemnified Party shall notify the Indemnifying Party thereof promptly; provided, however, that no delay on the part of the Indemnified Party in notifying any Indemnifying Party shall relieve the Indemnifying Party from any liability or obligation hereunder unless (and then solely to the extent) the Indemnifying Party is damaged. The Indemnifying Party will have the right, at its expense, to assume the defense of any such third party claim, demand, action or proceeding ("**Third Party Claim**") using counsel reasonably acceptable to the Indemnified Party. The Indemnified Party shall have the right, but not the obligation, to control the defense of any Third Party Claim. In connection with any Third Party Claim, Seller and Buyer shall cooperate with each other. No Third Party Claim shall be settled without the prior written consent of the Indemnified Party; provided, however, that if a firm, written offer is made to settle any Third Party Claim and the Indemnifying Party proposes to accept such settlement and the Indemnified Party refuses to consent to such settlement, then the Indemnifying Party shall be excused from, and the Indemnified Party shall be solely responsible for, all further defense of such Third Party Claim, and the maximum liability of the Indemnifying Party relating to such Third Party Claim shall be the amount of the proposed settlement if the amount thereafter

recovered from the Indemnified Party on such Third Party Claim is greater than the amount of the proposed settlement.

9.5 Other Indemnification Provisions. The foregoing indemnification provisions are in addition to, and not in derogation of, any statutory or common law remedy any Party may have for breach of representation, warranty, covenant or contract.

ARTICLE 10 **FURTHER ACTIONS AND ASSURANCES**

10.1 Non-Disparagement. Buyer shall refrain from making any disparaging remarks or statements about Seller or taking action that may impair the reputation or goodwill of Seller, including comments or actions involving Seller's current and former affiliates, and their respective agents, representatives, employees, officers, directors, shareholders, members, managers, partners, equity owners and any current or former employees of Seller.

10.2 Confidentiality of Agreement. The Parties agree that all matters relating to the existence and content of this Agreement are confidential and agree that they shall not disclose such matters to any person or entity except their respective counselors and advisors, but only if those individuals agree to keep such matters confidential, or as otherwise required by law or regulation.

10.3 Further Assurances. From time to time after the execution of this Agreement or the Closing, Seller shall, if reasonably requested by Buyer, make, execute and deliver to Buyer such additional assignments, bills of sale, or other instruments of transfer, as may be reasonably necessary or proper to transfer to Buyer all of Seller's right, title and interest in and to any of the Purchased Assets. Buyer shall likewise execute and deliver to Seller such instruments or documents reasonably necessary to carry out the intent and purposes of this Agreement.

10.4 Seller is currently obligated to seven franchisees under original franchise agreements; three in Kansas City, Missouri, three in Kansas and 1 in Springfield, MO. Only the four stores listed in schedule 3.1s. are parties to Transfer and Release agreements such as Exhibit A herein. Therefore, franchisor remains obligated under its original franchise agreement with the remaining three franchisees located in Kansas City, KS, Kansas City, MO and Leavenworth KS, said three not being listed in schedule 3.1s. It is agreed and understood by the parties herein that buyer assumes no responsibility or obligation of any sort to any other franchisee but, rather, seller shall remain obligated to said remaining three franchisees in accordance with their original franchise agreement.

ARTICLE 11 **MISCELLANEOUS**

11.1 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

11.2 Entire Agreement. This Agreement, including the Schedules and Exhibits and documents referred to herein, constitutes the entire Agreement between the Parties and supersedes any prior understandings, agreements or representations by or between the Parties, written or oral, that may relate in any way to the subject matter hereof.

11.3 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective heirs, personal representatives, successors and

assigns. The Parties may not assign this Agreement or any of their respective rights, interests or obligations hereunder without the prior written approval of the other Parties.

11.4 Counterparts. This Agreement may be executed in one or more counterparts and by electronic facsimile signature, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

11.5 Headings. The Section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

11.6 Notices. All notices, requests, demands, claims or other communications generally will be given in writing and by electronic facsimile. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given if it is sent by a recognized overnight courier service or by certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth below and a copy of the communication is sent by electronic mail and by electronic facsimile to the fax number shown, if any:

(a) If to Buyer:

Two Young, LLC DBA Social Suppers
3055 E Sunshine
Springfield MO 65804
Attn: Kristin Young
Fax No.: _____

(b) If to Seller:

Supper Solutions Franchising, Inc.
11008 Balsam Street
Westminster CO 80021-2689
Attn: Leanne Deister, President

Any Party may change the address to which notices are to be delivered by giving the other Party notice in a manner herein set forth.

11.7 Governing Law and Venue. This Agreement shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the State of Missouri. Any dispute or claim arising under this Agreement shall be heard in the state and federal courts situated in Missouri and the Parties hereby waive any defense they may have to the jurisdiction of or venue in such courts.

11.8 Amendments and Waivers. No amendment of any provision of this Agreement will be valid unless the same shall be in writing and signed by the Parties. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or effect in any way any rights arising by virtue of any prior or subsequent such occurrence.

11.9 Severability. Any term or provision of this Agreement that is invalid or unenforceable under law in any situation in any competent jurisdiction shall not affect the validity or enforceability of

the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other competent jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reform the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closer to expressing the intentions of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of time within which judgment may be appealed.

11.10 Expenses. Except as set forth herein, the Buyer and the Seller will each bear their own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

11.11 Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Party. The Parties intend that each representation, warranty and covenant contained herein shall have independent significance. If any Party has materially breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in material breach of the first representation, warranty or covenant.

11.12 Incorporation of Exhibits and Schedules. The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

11.13 Bulk Transfer. The Buyer acknowledges that the Seller will not comply with the provision of any bulk sales or transfer laws of any jurisdiction in connection with the transaction contemplated by this Agreement. The Buyer and Seller hereby waive compliance with the provisions of the bulk sales or transfer laws of all applicable jurisdictions.

WITNESS the due execution hereof as of the Effective Date defined above.

SELLER:

SUPPER SOLUTIONS FRANCHISING, INC.
a Colorado corporation

By: _____

Leanne Deister
Leanne Deister, President

BUYER:

Two Young, LLC
a Missouri LLC

By: _____

Name: _____

Its: _____

Kristin Young
Kristin Young
owner/member

EXHIBIT A

TRANSFER AND RELEASE AGREEMENT

THIS TRANSFER AND RELEASE AGREEMENT (the "Agreement") is made effective as of June 1, 2010 ("Effective Date") by and between Krishna Young, an individual who resides at 2228 E. Glenwood, Spfld, MO, and/or Two Young, LLC, a [corporation / limited liability company] (collectively, "Franchisee"), and Supper Solutions Franchising, Inc., a Colorado corporation ("SSFI"). SSFI and Franchisee shall collectively be referred to herein as the "Parties."

RECITALS

A. SSFI franchises meal preparation stores under the trademarks "SOCIAL SUPPERS" and "SUPPER SOLUTIONS."

B. Franchisee is a franchisee of SSFI, operating a SOCIAL SUPPERS store located at 3655 E. Sunsun Springfield, MO 65809 ("Store"), under that certain Franchise Agreement dated August, 2006 which was assigned to SSFI as Franchisor effective on Feb 1, 2008 ("Franchise Agreement").

C. Under the terms of that certain Asset Purchase Agreement dated of even date herewith ("Asset Purchase Agreement"), between SSFI as Seller and Two Young, a LLC [corporation / limited liability company] ("Buyer") as Buyer, SSFI is selling the assets of the SOCIAL SUPPERS franchise system to Buyer and transferring SSFI's interest in each Franchise Agreement to Buyer. One of the conditions of SSFI's performance under the Asset Purchase Agreement is that each SOCIAL SUPPERS franchisee will release SSFI under the terms of this Agreement.

D. All capitalized references not defined herein shall have the same meanings as set forth in the Franchise Agreement.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **Termination of Franchise Relationship.** As of the Effective Date, the Parties agree that SSFI's rights and obligations under the Franchise Agreement are transferred to Buyer under the terms of the Asset Purchase Agreement and all franchise rights and obligations between SSFI and Franchisee are terminated, the franchise rights associated therewith are cancelled and shall be of no further force or effect, and SSFI and Franchisee shall have no further obligations or duties to each other, however characterized or described, with respect to the Store, the franchise associated therewith, the Franchise Agreement or any other rights and obligations between SSFI and Franchisee, except as may be set forth in this Agreement and in the Asset Purchase Agreement. As of the Effective Date, Franchisee is obligated to immediately cease using any and all of SSFI's proprietary marks, including all marks containing the words "SUPPER SOLUTIONS", signs, devices, trade names, materials, color combinations, designs, symbols, slogans and trade secrets, and Franchisee shall have no further rights therein. Franchisee shall refrain from doing anything by word or act which may mislead anyone into believing that [he/she/it] may still have some association with SSFI, and toward this end, Franchisee hereby irrevocably appoints SSFI and its nominee to be [his/her/its] attorney-in-fact on behalf of Franchisee to execute any document or perform any legal act necessary to protect SSFI's proprietary marks from unauthorized use in the event

Franchisee fails to do so. Franchisee acknowledges and agrees that the unauthorized use of SSFI's proprietary marks, or its other property described above, will constitute irreparable damages for which SSFI may obtain injunctive relief in addition to the claiming of monetary damages. In furtherance of this provision, Franchisee agrees, by way of example, and not as limitation, to undertake the following on or immediately after the date first set forth above:

- a. Take such action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to Franchisee's use of any of SSFI's names, trade names, service marks, trademarks, symbols, slogans, logos or any other marks or designs licensed for Franchisee's use under the Franchise Agreement or associated with SSFI's business (collectively, the "**Trademarks**").
- b. Refrain from doing anything that would indicate that Franchisee is a franchisee of SSFI;
- c. Cease holding **[himself/herself/itself]** out as a current franchisee of SSFI, cease use of the Trademarks, recipes, processes, materials, methods and promotional materials provided by SSFI and take all steps necessary to disassociate **[himself/herself/itself]** from SSFI; and
- d. Relinquish all rights and interests of any kind derived from the Franchise Agreement.

2. Franchisee's Representations and Warranties. Franchisee, as a material inducement to SSFI to enter into this Agreement, hereby represents and warrants to SSFI that as of the Effective Date, this Agreement constitutes the legal, valid and binding obligation of Franchisee, enforceable against Franchisee in accordance with its terms.

3. Non-Competition and Non-Diversion Covenants. Other than the Franchisee's currently operating SOCIAL SUPPERS Store, Franchisee agrees that **[he/she/it]** shall not have any direct or indirect interest (through a member of any immediate family or otherwise) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative or agent, or in any other capacity, in a business operating, whether retail, wholesale or otherwise, or granting franchises or licenses to others to operate, a food preparation business, including a business where more than 20% of its gross sales are derived from the sale of food prepared by customers and/or by the business itself and which derives more than 10% of its gross sales from the sale of services or products offered by SUPPER SOLUTIONS Stores, within a radius of 15 miles of any SUPPER SOLUTIONS Store, for a period of two years after the Effective Date. In addition, Franchisee shall not divert or attempt to divert, by direct inducement or otherwise, any business related to, or any customer, prospective customer or employee, of SSFI or any franchised or company-owned SUPPER SOLUTIONS Store, for a period of two years after the Effective Date. In the event a court of competent jurisdiction interprets either the spatial or temporal limitations of the non-competition or non-diversion covenants to be overly broad, then the court shall adjust the offending limitations, either by months of time or miles of distance, so as to fashion reasonably enforceable covenants.

4. Confidentiality of Proprietary Information. Franchisee acknowledges that **[he/she/it]** has had access to confidential information and trade secrets which are proprietary to SSFI. Franchisee further acknowledges that the unauthorized use of such information or the disclosure of such information, or any part thereof, to unauthorized third parties will be injurious to SSFI. Franchisee covenants and agrees that **[he/she/it]** shall not make unauthorized use of, or disclose to any unauthorized third party, the

systems, techniques, operating procedures, marketing systems or other trade secrets or confidential information relating to the establishment and operation of a SUPPER SOLUTIONS Store.

5. **Injunctive Relief.** Franchisee irrevocably grants to SSFI, in addition to other legal remedies available to it, the right to apply for an injunction to enforce the covenants herein and the other terms and conditions of this Agreement. Any right to commence an action for injunctive relief shall not be predicated upon any prior written notice to Franchisee of the alleged unauthorized activity. Franchisee agrees that SSFI may have such temporary or preliminary injunctive relief, without bond (or if a court of competent jurisdiction determines a bond is required, such bond shall in no event exceed \$500), but upon due notice, and Franchisee's sole remedy in the event of the entry of such injunctive relief will be the dissolution of such injunctive relief, if warranted, upon hearing duly held, all claims for damages by reason of the wrongful issuance of such injunction being expressly waived hereby.

6. **Release.** As of the Effective Date:

a. Franchisee, for **[himself/herself/itself]** and **[his/her/its]** heirs, assigns, agents and representatives, hereby fully and forever unconditionally releases and discharges SSFI, and its subsidiaries, affiliates, employees, officers, directors, shareholders, successors, assigns, agents and representatives (collectively referred to as "**SSFI Affiliates**") from any and all claims, demands, obligations, actions, liabilities and damages of every kind and nature whatsoever, at law or in equity, whether known or unknown to any of them, which **[he/she/it]** may now have against SSFI or SSFI Affiliates or which may thereafter be discovered, in connection with, as a result of, or in any way arising from, any relationship or transaction with SSFI or the SSFI Affiliates, however characterized or described, which relates in any way to the Store, the former franchise associated therewith, the Franchise Agreement or any other agreements or rights or obligations between SSFI and Franchisee from the beginning of time until the date of this Agreement, except and unless such claim, demand, obligation, action, liability or damage arises from a breach or default in SSFI's obligations to be fulfilled pursuant to this Agreement.

b. SSFI, for itself and for the SSFI Affiliates, hereby fully and forever unconditionally releases and discharges Franchisee and his/her/its heirs, assigns, agents and representatives (collectively referred to as "**Franchisee Affiliates**") from any and all claims, demands, obligations, actions, liabilities and damages of every kind and nature whatsoever, at law or in equity, whether known or unknown to it, which it may now have against Franchisee or the Franchisee Affiliates or which may hereafter be discovered, in connection with, as a result of, or in any way arising from, any relationship or transaction with Franchisee or the Franchisee Affiliates, however characterized or described, which relates in any way to the Store, the former franchise associated therewith, the Franchise Agreement or any other agreements or rights or obligations between SSFI and Franchisee, or any of them, from the beginning of time until the date of this Agreement, except and unless such claim, demand, obligation, action, liability or damage arises from a breach or default in Franchisee's obligations to be fulfilled pursuant to this Agreement or pursuant to the Asset Purchase Agreement.

7. **Notice.** Any notice, request, demand, statement or consent made hereunder shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, and shall be deemed given when personally delivered or three days after deposit in the United States Mail, postage prepaid and properly addressed to the other Party(ies) at its (or their) address as set forth below. Each Party may designate a change of address by notice to the other Party(ies) in accordance with this section.

If to Franchisee:

Two Young, LLC DBA Social Suppers
3055 E Sunshine
Springfield, MO 65809

If to SSFI:

11008 Balsam Street
Westminster CO 80021-2689
Attention: President

8. **Missouri Law.** This Agreement shall be interpreted in accordance with the laws of the State of Missouri. Should any provision of this Agreement be found to violate the statutes or court decisions of the State of Missouri or of the United States, such provision shall be deemed to be amended to comply with and conform to such statutes or court decisions to affect the intent of the Parties hereunder.

9. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors, assigns, trustees, receivers, personal representatives, legatees and devisees of the Parties hereto.

10. **Attorneys' Fees.** In the event of any litigation between the Parties based upon an alleged breach or default in their respective obligations to be fulfilled pursuant to this Agreement, the prevailing Party therein shall be entitled to recover attorneys' fees and court costs against the non-prevailing Party(ies).

11. **Entirety.** This Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings related to the subject matter hereof, except as otherwise provided in the Asset Purchase Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be made as of the Effective Date.

FRANCHISEE:

Two Young, LLC
_____, Individually

[FRANCHISEE'S ENTITY NAME]

By: Kristen Alpy
Its: owner/member

SSFI:

SUPPER SOLUTIONS FRANCHISING, INC.

By: Deister

Leanne Deister, President

SCHEDULE 1.1(a)

SCHEDULE OF INTANGIBLE PROPERTY OF THE SYSTEM

1. "SOCIAL SUPPERS" and design trademark Reg. No. 3282473 on the Principal Register of the United States Patent and Trademark Office.

SCHEDULE 1.1(b)

SCHEDULE OF TANGIBLE PROPERTY

1. Electronic copies of the SOCIAL SUPPERS Operations Manual in Seller's possession.
2. Electronic and hard copies of SOCIAL SUPPERS recipes, monthly menus, labels, nutritional information and related menu support documents.
3. All other materials bearing the SOCIAL SUPPERS Marks in Seller's possession, including marketing materials and promotional merchandise.

SCHEDULE 1.1(c)

SCHEDULE OF CONTRACTS

1. Sysco agreement to supply food and other items at specified prices, to the extent this is transferable.
2. Ownership of URLs for websites "www.SocialSuppers.com" and "Franchise.SocialSuppers.com".
3. Website design, hosting and maintenance agreement with Neon Rain Interactive.
4. Maintenance and hosting of the intranet webmail system among SOCIAL SUPPERS Stores with Neon Rain Interactive.

SCHEDULE 1.1(d)

SCHEDULE OF PREPAID AND DEFERRED ITEMS

Any amounts paid by consumers for SOCIAL SUPPERS gift certificates which are redeemed by consumers at a SOCIAL SUPPERS Store prior to the Closing Date will be paid to Buyer on the following month of redemption within four years of the issued gift certificate date.

SCHEDULE 2.2
PURCHASE PRICE

\$5,000

SCHEDULE 2.3
ALLOCATION OF PURCHASE PRICE

SCHEDULE 3.1

EXCEPTIONS TO REPRESENTATIONS AND WARRANTIES OF SELLER

None.

SCHEDULE 3.1(i)
PERMITS AND LICENSES

None.

SCHEDULE 3.1(s)

**EXCEPTIONS TO REPRESENTATIONS
AND WARRANTIES OF SELLER**

1. Two Young, LLC DBA Social Suppers 3655 E. Sunshine St. Springfield, MO 65809 (417)823-4881, Kristin@socialsuppers.com , Territory: Springfield, MO

Social Suppers Lee's Summit 1567 NE Rice Rd. Lee's Summit, MO 64086, (816) 525-0033, wendy@socialsuppers.com , Territory: Lee's Summit, MO

Perfect Pear DBA Social Suppers Prairie Village, 8219 Corinth Mall Prairie Village, KS 66208 913-381-3910821, Jill@socialsuppers.com/Jennifer@socialsuppers.com Territory: Prairie Village, KS

Social Suppers Liberty 9766 North Ash Avenue, Kansas City, MO -(816) 781-8555 Territory: Liberty, MO

2. LIST CURRENT BREACHES OR DEFAULTS, IF ANY, AND INDICATE WHETHER A FRANCHISEE HAS FILED FOR BANKRUPTCY.

SCHEDULE 4.1
EXCEPTIONS TO REPRESENTATIONS
AND WARRANTIES OF BUYER

DMWEST #7477884 v1

Schedule 4.1

RECORDED: 08/19/2011

TRADEMARK
REEL: 004608 FRAME: 0578