

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
CPP International, LLC		12/31/2013	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	C3 Ventures LLC		
Doing Business As:	Fundanoodle		
Street Address:	1235-E East Blvd. #147		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28203		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4084315	FUNDANOODLE	
Registration Number:	4088308	FUNDANOODLE	
Registration Number:	4101891	MAX & ALPHIE	
Registration Number:	4101895		
Registration Number:	4101911		
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	888-349-0377		
Email:	info@fundanoodle.com		
Correspondent Name:	April Whitlock		
Address Line 1:	1235-1235-E East Blvd. #147		

OP \$140.00 4084315

Address Line 4: Charlotte, NORTH CAROLINA 28203

NAME OF SUBMITTER:

/April B Whitlock

Signature:

/April B Whitlock/

Date:

01/08/2014

Total Attachments: 51

source=Whitlock - Signed Asset Purchase Agreement#page1.tif
source=Whitlock - Signed Asset Purchase Agreement#page2.tif
source=Whitlock - Signed Asset Purchase Agreement#page3.tif
source=Whitlock - Signed Asset Purchase Agreement#page4.tif
source=Whitlock - Signed Asset Purchase Agreement#page5.tif
source=Whitlock - Signed Asset Purchase Agreement#page6.tif
source=Whitlock - Signed Asset Purchase Agreement#page7.tif
source=Whitlock - Signed Asset Purchase Agreement#page8.tif
source=Whitlock - Signed Asset Purchase Agreement#page9.tif
source=Whitlock - Signed Asset Purchase Agreement#page10.tif
source=Whitlock - Signed Asset Purchase Agreement#page11.tif
source=Whitlock - Signed Asset Purchase Agreement#page12.tif
source=Whitlock - Signed Asset Purchase Agreement#page13.tif
source=Whitlock - Signed Asset Purchase Agreement#page14.tif
source=Whitlock - Signed Asset Purchase Agreement#page15.tif
source=Whitlock - Signed Asset Purchase Agreement#page16.tif
source=Whitlock - Signed Asset Purchase Agreement#page17.tif
source=Whitlock - Signed Asset Purchase Agreement#page18.tif
source=Whitlock - Signed Asset Purchase Agreement#page19.tif
source=Whitlock - Signed Asset Purchase Agreement#page20.tif
source=Whitlock - Signed Asset Purchase Agreement#page21.tif
source=Whitlock - Signed Asset Purchase Agreement#page22.tif
source=Whitlock - Signed Asset Purchase Agreement#page23.tif
source=Whitlock - Signed Asset Purchase Agreement#page24.tif
source=Whitlock - Signed Asset Purchase Agreement#page25.tif
source=Whitlock - Signed Asset Purchase Agreement#page26.tif
source=Whitlock - Signed Asset Purchase Agreement#page27.tif
source=Whitlock - Signed Asset Purchase Agreement#page28.tif
source=Whitlock - Signed Asset Purchase Agreement#page29.tif
source=Whitlock - Signed Asset Purchase Agreement#page30.tif
source=Whitlock - Signed Asset Purchase Agreement#page31.tif
source=Whitlock - Signed Asset Purchase Agreement#page32.tif
source=Whitlock - Signed Asset Purchase Agreement#page33.tif
source=Whitlock - Signed Asset Purchase Agreement#page34.tif
source=Whitlock - Signed Asset Purchase Agreement#page35.tif
source=Whitlock - Signed Asset Purchase Agreement#page36.tif
source=Whitlock - Signed Asset Purchase Agreement#page37.tif
source=Whitlock - Signed Asset Purchase Agreement#page38.tif
source=Whitlock - Signed Asset Purchase Agreement#page39.tif
source=Whitlock - Signed Asset Purchase Agreement#page40.tif
source=Whitlock - Signed Asset Purchase Agreement#page41.tif
source=Whitlock - Signed Asset Purchase Agreement#page42.tif
source=Whitlock - Signed Asset Purchase Agreement#page43.tif
source=Whitlock - Signed Asset Purchase Agreement#page44.tif
source=Whitlock - Signed Asset Purchase Agreement#page45.tif

TRADEMARK
REEL: 005189 FRAME: 0106

source=Whitlock - Signed Asset Purchase Agreement#page46.tif
source=Whitlock - Signed Asset Purchase Agreement#page47.tif
source=Whitlock - Signed Asset Purchase Agreement#page48.tif
source=Whitlock - Signed Asset Purchase Agreement#page49.tif
source=Whitlock - Signed Asset Purchase Agreement#page50.tif
source=Whitlock - Signed Asset Purchase Agreement#page51.tif

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of the 31st day of December, 2013, by and among **CPP INTERNATIONAL, LLC**, a North Carolina limited liability company ("Seller"), **APRIL WHITLOCK**, individually ("Whitlock") and **C3 VENTURES LLC D/B/A FUNDANOODLE**, a North Carolina limited liability company ("Buyer").

RECITALS:

1. Seller is in the business of developing, sourcing, selling, and/or distributing school, office and organizational products in the following categories: bags and cases; binder and binder accessories; calendars and planners; desk accessories and office supplies; filing; note-taking; poster and display boards; writing utensils and writing storage; and memory keeping items (the "Business"), with its principal office located at 9144 Arrowpoint Boulevard, Suite 200, Charlotte North Carolina 28273; and
2. Buyer is engaged in the development and sale of children's educational materials to retailers and has its principal office located at 708 Templeton Avenue, Charlotte, North Carolina; and
3. Seller is the owner of that certain brand of children's educational materials known as Fundanoodle ("Fundanoodle"); and
4. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain of Seller's assets related to Fundanoodle on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby stipulate, covenant and agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS

Section 1.1 Purchased Assets.

(a) Description of Purchased Assets. As of the Effective Date, as hereinafter defined, Seller shall sell, convey and/or assign (as the context requires) to Buyer, and Buyer shall purchase, acquire and/or assume (as the context requires) from Seller, all of the Purchased Assets of Seller existing and owned by Seller on the Effective Date. The "Purchased Assets" are:

- (i) all of Seller's lists of wholesale and retail customers for Fundanoodle, including the names, addresses, phone numbers and other information normally maintained on such lists;
- (ii) all of Seller's Fundanoodle inventory as more particularly set forth on **Schedule 1.1(a)(ii)** attached hereto (the "Inventory");
- (iii) the assignment by Seller to Buyer of all of Seller's Fundanoodle Contracts (as herein defined);
- (iv) all of Seller's proprietary intangible property necessary for the manufacture and sale of Fundanoodle, including all of the rights of Seller in the trade name "Fundanoodle" and "Max & Alphie" and all associated trademarks, trade names, images and/or service marks (collectively "Name");
- (v) the agreement of Seller to temporarily house the Fundanoodle inventory and to provide certain services to Buyer pursuant to a Purchasing, Warehousing and Distribution Agreement between Buyer, Whitlock and Seller, the form of which is attached hereto as **Exhibit A**.

Section 1.2 Closing Date/Closing/Effective Date.

The Closing Date shall occur as of December 31, 2013 (the "Closing Date"). The Closing of this transaction shall be held at the offices of Johnston, Allison & Hord, P.A., 1065 East Morehead Street, Charlotte, North Carolina or such other place as the parties may mutually agree. The parties acknowledge that this Agreement and any other documents referenced herein may be executed prior to the Closing Date. The effective date of this transaction shall be 11:59 p.m. on December 31, 2013 ("Effective Date"). As of the Effective Date, Seller shall convey or assign (as applicable) the Purchased Assets to Buyer by appropriate instruments of transfer and Buyer shall pay to Seller the Purchase Price as herein provided.

Section 1.3 Inspection.

Buyer shall have the right to inspect and make an inventory of the Purchased Assets prior to the Closing Date during Seller's normal business hours on a date which is mutually agreeable to Buyer and Seller. Seller will cease sales and shipments of the Purchased Assets as of the Effective Date.

Section 1.4 Purchase Price.

(a) **Amount.** The purchase price (the "Purchase Price") for the Purchased Assets is the market value of the Purchased Assets as shown on Seller's books as of December 31, 2013. The Purchase Price shall be payable by Buyer in accordance with the terms of a Promissory Note in the form attached hereto as **Exhibit B**.

(b) Security. In order to secure payment of the Purchase Price, Buyer shall enter into a Security Agreement, the form of which is attached hereto as Exhibit C, by which Seller retains a security interest in the Inventory until such time as the Purchase Price has been paid in full.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SELLER

To induce Buyer to enter into this Agreement and to purchase the Purchased Assets, Seller represents and warrants to Buyer as follows:

Section 2.1 Corporate Organization and Authority.

Seller is a limited liability company duly organized and validly existing in good standing under the laws of the State of North Carolina, with full corporate power and authority to conduct its business as now conducted, own its assets and enter into and perform its obligations under this Agreement. Seller's execution, delivery and performance of this Agreement and the sale to Buyer of the Purchased Assets have been duly authorized by all requisite corporate action on the part of Seller, and this Agreement constitutes, and all bills of sale, assignments, agreements and other instruments and documents to be executed and delivered by the Seller hereunder will constitute, Seller's legal, valid and binding obligations, enforceable against Seller in accordance with their respective terms.

Section 2.2 Title to Assets.

Seller has good and marketable title to the Purchased Assets all of which shall be free and clear of all liens, charges, security interests, encumbrances and other defects in title. Seller has the right to convey such Purchased Assets to Buyer, and as of the Effective Date, Seller shall convey to Buyer good and marketable right, title and authority to such Purchased Assets through a Bill of Sale in the form attached hereto as Exhibit D.

Section 2.3 Condition of Assets.

All tangible Purchased Assets are sold AS IS, WHERE IS and Seller makes no representation or warranties, express or implied, as to the Purchased Assets, including but not limited to any representations or warranties regarding condition or merchantability, all as more particularly set forth in a Bill of Sale to be executed by Seller, the form of which is attached hereto as Exhibit D; provided, however, that:

(a) Seller represents and warrants that the Inventory, as of the Effective Date, shall be in good and salable condition; and

(b) Notwithstanding anything in this Purchase Agreement to the contrary, Seller covenants to Buyer that if any item of Inventory is returned to Buyer because of a claim by a

wholesale purchaser of such Inventory that a product is defective, Buyer shall have the right to set off the wholesale cost of the goods for which the claim is made against the outstanding balance of the Promissory Note. The amount to be set off is limited to the price paid by Buyer to Seller for such goods.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

To induce Seller to enter into this Agreement and to sell the Purchased Assets, Buyer, hereby represents and warrants to Seller as follows:

Section 3.1 Corporate Organization and Authority.

Buyer is a limited liability company duly organized and validly existing and in good standing under the laws of the State of North Carolina, with full corporate power and authority to conduct its business as now conducted and to enter into and perform its obligations under this Agreement. Buyer's execution, delivery and performance of this Agreement and its acquisition of and payment for the Purchased Assets have been duly authorized by all requisite corporate action on the part of Buyer, and this Agreement constitutes, and all agreements and other instruments and documents to be executed and delivered by Buyer hereunder will constitute, Buyer's legal, valid and binding obligations, enforceable against Buyer in accordance with their respective terms.

Section 3.2 Disclosure of Commitments.

Whitlock has, prior to the Closing Date of this Agreement, disclosed to Seller all commitments, contracts, supply arrangements or other agreements which she has entered into, either written or oral, on behalf of Seller with respect to Fundanoodle or Seller's Business. The parties agree that any such commitments, contracts and supply arrangements shall be included in the contracts assigned pursuant to Section 4.2 below.

ARTICLE IV

ADDITIONAL COVENANTS AND AGREEMENTS

Section 4.1 Assignment of Trademark/Name.

Seller shall execute and deliver to Buyer any necessary instruments of transfer and any and all other documents necessary to accomplish the transfer of the Name, including any registered trademark, all in form reasonably satisfactory to Seller; provided, however, that Buyer shall be solely responsible for preparation of any instruments of transfer, making the necessary filings to transfer any registered trademark and shall bear all costs associated therewith.

Section 4.2 Assignment of Contracts.

By execution hereof, Seller does hereby transfer, assign, convey, set over and deliver unto Buyer and Whitlock all of Seller's right, title and interest in, to and under all contracts, agreements or supply commitments for Fundanoodle (the "Fundanoodle Contracts"). By execution hereof, Buyer does hereby assume and agree to perform, all of Seller's rights, duties, obligations and liabilities, in, to and under the Fundanoodle Contracts arising and to be performed from and after the Closing Date.

Section 4.3 Fees and Expenses.

Except as specifically provided herein, each party shall be responsible for payment of its own costs and expenses (including any legal and/or accounting fees) in connection with the negotiation and execution of this Agreement and the consummation of the transactions contemplated hereby.

Section 4.4 Confidentiality.

Buyer, Whitlock and Seller agree not to disclose any proprietary or confidential information exchanged by the parties prior to the Effective Date, or otherwise related to the business or operations of Buyer, Whitlock or Seller, to any persons other than their respective legal counsel, accountants or consultants, or to any person having a legal right and need to know, without the written consent of the other parties, unless otherwise required by law. The provisions of this Section shall survive termination of this Agreement for any reason.

Section 4.5 Restrictive Covenant.

(a) Buyer and Whitlock acknowledge that Whitlock's employment with Seller will terminate on December 31, 2013 and that such employment provided her access to, and substantial knowledge of, confidential and proprietary information of Seller, including, but not limited to, Seller's products, processes, trade secrets, customers, customer lists and other proprietary information, which have been obtained and developed at great expense to Seller. In light of the foregoing, Buyer and Whitlock agree to adhere to the following covenant not-to-compete:

(i) Stipulation. The parties stipulate that Seller is engaged in the "Business," as defined previously in this Agreement.

(ii) Covenant. Buyer and Whitlock agree that from the date hereof through December 31, 2015 (the "Restricted Period"), Buyer and/or Whitlock shall not: (a) "Compete" with Seller in the "Territory," or (b) solicit, employ or do business with any "Restricted Employee" as such terms are defined below; provided, however, that Buyer and Whitlock shall be permitted to engage in all activities related to marketing and sale of products branded with the Name.

(iii) Definitions. For purposes of this Agreement, the terms defined below shall have the respective meanings specified, which shall be equally applicable to the singular and plural forms of the terms defined:

(A) "Compete" means, on Buyer or Whitlock's own behalf or on behalf of any other Person, to engage in the Business in the Territory, provide services to or consult with any Person engaged in the Business, which services or consulting relationship are similar to those services which Whitlock provided to Seller during her employment with Seller.

(B) "Person" shall mean any entity, including, without limitation, any natural person, partnership, corporation, limited liability company, trust, association, organization, governmental unit or other entity.

(C) "Restricted Employee" shall mean any person who was an employee of, or regularly associated with, Seller at the time of, or during the twelve (12) month period prior to, the termination of Whitlock's employment with Seller and/or during the Restricted Period.

(D) Definition of Territory. As used herein, the term "Territory" shall mean the geographical area including:

- (1) North Carolina;
- (2) Arkansas;
- (3) Massachusetts;
- (4) Minnesota;
- (5) Illinois;
- (6) Rhode Island;
- (7) Florida;
- (8) Oregon;
- (9) Washington;
- (10) Ohio;
- (11) Tennessee;
- (12) California;
- (13) All states in the United States of America east of the Mississippi River other than those referenced above;
- (14) All states in the United States of America west of the Mississippi River other than those referenced above;
- (15) Any other state in the United States of America other than those referenced above;
- (16) Ontario, Canada;
- (17) Any other province in Canada;
- (18) Mexico; or
- (19) The European Union.

(iv) Notwithstanding the foregoing, Buyer or Whitlock shall not be prohibited from owning up to one percent (1%) of the capital stock of any entity that is publicly traded on a U.S. national stock exchange or "system."

(b) **Covenant Not to Disclose Confidential Information.** Buyer and Whitlock acknowledge and stipulate that during the term of Whitlock's employment with Seller, Whitlock had access to "Confidential Information" (as defined below); and that the use or disclosure of the Confidential Information by Buyer or Whitlock, or Buyer's or Whitlock's representatives, agents or affiliates, except as expressly authorized by Seller, is prohibited and will cause serious and irreparable damage to Seller. Buyer and Whitlock, on behalf of itself, herself and their representatives, agents and affiliates, therefore agree as follows:

(i) **Covenant.** During the term of Whitlock's employment with Seller or at any time thereafter, neither Buyer nor Whitlock shall, without the prior written consent of Seller, directly or indirectly:

(A) divulge, furnish, copy, take, use or make access to any Person in any manner any Confidential Information;

(B) take any action which might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of any Confidential Information; or

(C) fail to follow the reasonable suggestions made by Seller from time to time regarding the confidential and proprietary nature of Confidential Information.

(ii) **Confidential Information.** "Confidential Information" shall mean:

(A) any and all information relating to the operations, customers, finances, or business of Seller that derives value from not being generally known to other Persons and which was learned by Whitlock in the course of her employment by Seller, including, without limitation, technical or non-technical data, software codes, formulas, patterns, compilations, programs, devices, methods, techniques, trade secrets, drawings, processes, financial data, and lists of or identifying information about actual or potential customers or suppliers, whether or not reduced to writing; and

(B) any and all information disclosed to Seller by third parties that Seller is obligated to maintain as confidential.

(iii) **Exception.** Buyer or Whitlock may disclose Confidential Information that is the subject of a subpoena or other court order compelling disclosure so long as Buyer or Whitlock promptly notifies Seller prior to such disclosure in order to afford Seller the opportunity to oppose the order or otherwise safeguard the information.

(c) **Covenant Not to Solicit Seller's Customers.** Buyer and Whitlock acknowledge and stipulate that Buyer and Whitlock will be dealing with, either directly

or indirectly, many of Seller's Customers. Buyer and Whitlock will also have access to Seller's Customer lists and records, the compromise or dilution of which would seriously damage Seller in its Business. Therefore, Buyer and Whitlock agree that they will not, during the Restricted Period, Solicit Seller's Customers in any function related to the Business. "Solicit" means, on Buyer's or Whitlock's own behalf, on behalf of any other Person, or by any other Person on Buyer's or Whitlock's behalf, to solicit, call, entice, induce or in any other way attempt to lure (collectively referred to as an "Act of Solicitation") any of the Customers with whom Whitlock has dealt or potential Customers with which a representative or agent of the Seller has had a face-to-face meeting within the twelve (12) month period prior to the Effective Date of Termination of this Agreement or to engage in an Act of Solicitation with regard to any of the Customers on Seller's active Customer list as established by Seller within the twelve (12) month period prior to the Whitlock's termination of employment, relating to the Business.

(d) Covenants. The parties agree that a breach by Buyer or Whitlock of any of the provisions of Section 4.5 of this Agreement will cause irreparable damage to Seller. Therefore, Seller shall be entitled to preliminary and permanent injunctions restraining Buyer and/or Whitlock from breaching or continuing any breach of any of the provisions of Section 4.5. The existence of any claim or cause of action on the part of Buyer or Whitlock against Seller, whether arising from this Agreement or otherwise, shall not constitute a defense to the granting or enforcement of this injunctive relief.

(e) Extension of Restricted Period. The Restricted Period shall be extended by a period equal to the time period during which Buyer or Whitlock is in breach of any of the provisions of Section 4.5.

(f) Severability. The provisions of this Agreement are deemed by the parties to be severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provisions. If any provision of this Agreement shall be deemed invalid, then notwithstanding such invalidity, that provision shall be deemed valid to the fullest extent permitted by law, and the parties agree that, if any court or other body makes such a determination or declares that the Restricted Period, the scope of restricted activity and/or the Territory described herein exceeds the maximum time period, scope or activities or area such court or body deems reasonable and enforceable, it shall have the power to reduce the duration, scope and/or area of such provision and/or to delete specific words and phrases by "blue penciling," and in its reduced or blue penciled form, such provision shall then be enforceable by law.

(g) Acknowledgment of Reasonableness. Buyer and Whitlock have carefully read and considered the provisions of this Agreement and agree to the restrictions set forth herein. If any provision relating to the Restricted Period, scope of activity restricted and/or the Territory described herein shall be declared by a court of competent jurisdiction to exceed the maximum time period, scope of activity restricted or geographical area such court deems reasonable and enforceable under applicable law, the time period, scope of activity restricted and/or area of restriction held reasonable and enforceable by the court shall thereafter be the restricted period,

scope of activity restricted and/or the Territory applicable to the restrictive covenant provisions in this Agreement.

Section 4.6 Waiver and Release.

Whitlock, for herself and her heirs, legal representatives, successors and assigns, hereby fully, irrevocably and unconditionally releases, acquits, forever discharges and covenants not to sue Seller, its officers, directors, employees, agents, attorneys, divisions, subsidiaries, affiliates or persons acting by, through, under or in concert with any of the foregoing, from any and all claims, demands or liabilities whatsoever, whether known or unknown, whether legal or equitable, including attorney's fees and costs, in connection with her employment and the termination of such employment. This Release includes, but is not limited to, claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Employee Retirement Income Security Act (ERISA), the Americans with Disabilities Act (ADA) and the Family and Medical Leave Act (FMLA). It also includes, without limitation, any and all claims or rights of any kind or description against Seller that she has had, now has, or may in the future have regarding any matter that predates the execution of this Agreement, including, but not limited to, all asserted and unasserted rights to any claims for any wages or employee benefits, any wrongful discharge claims, workers' compensation claims, contract claims, tort claims, negligence claims, or any other state or federal claims, as well as any claims for monetary and equitable relief, punitive, compensatory or liquidated damages, attorneys' fees, costs or disbursements.

By signing this Agreement, Whitlock understands that she is giving up the right to sue Seller or to seek money, reinstatement or other relief related to her employment with Seller. However, Whitlock is not giving up the right to sue for claims that arise after this Agreement is signed.

ARTICLE V

INDEMNIFICATION

Section 5.1 Indemnification by Seller.

Seller hereby agrees to indemnify and save harmless Buyer and/or Whitlock from and against any and all liabilities, losses, claims, judgments, damages, expenses and costs (including, without limitation reasonable counsel fees and costs and expenses incurred in connection therewith) (a "Loss") incurred by Buyer and/or Whitlock after the Effective Date arising out of any of the following:

(a) Breach of Warranty. The falsity or incorrectness of any representation or warranty made by Seller in this Agreement or in any instrument or document delivered by Seller to Buyer pursuant to this Agreement;

(b) Breach of Covenants. Seller's failure to duly perform any covenant or Agreement to be performed by it under this Agreement or under any instrument or document delivered by Seller to Buyer pursuant to this Agreement;

(c) Claims Against Purchased Assets. Any levy or other claim by any third party against or with respect to the Purchased Assets, or any other claim by any third party against Buyer, arising out of any act, omission, obligation or required payment or alleged act, omission, obligation or required payment of Seller prior to the Effective Date.

(d) Insurance. Seller shall keep in effect its existing insurance related to the Inventory and covering liability for defective products, and shall add C3 and Whitlock as additional insureds on its broad form vendor endorsement to such insurance.

Section 5.2 Limitation of Seller's Liability.

Notwithstanding any provision of this Agreement to the contrary, and except for claims involving intentional misrepresentation, nondisclosure or fraud, Seller shall not have any liability for any Loss otherwise indemnifiable hereunder with respect to which a Notice of Claim has not been given to Seller within six (6) months of the Effective Date. The right to indemnification shall not be affected by any investigation or knowledge acquired by Buyer or Whitlock at any time whether before or after the execution and delivery of this Agreement or the Effective Date.

Section 5.3 Indemnification by the Buyer.

Subject to the procedures and limitations set forth in this Article V, Buyer agree to indemnify and save harmless Seller from and against any and all liabilities, losses, claims, judgments, damages, expenses and costs (including without limitation reasonable counsel fees and costs and expenses incurred in connection therewith) (a "Loss") incurred by Seller after the Effective Date arising out of any of the following:

(a) Breach of Warranty. The falsity or incorrectness of any representation or warranty made by Buyer or Whitlock in this Agreement or in any instrument or document delivered by Buyer to Seller pursuant to this Agreement;

(b) Breach of Covenants. Buyer's or Whitlock's failure to duly perform any covenant or Agreement to be performed by either of them under this Agreement, the Fundanoodle Contracts or under any instrument or document delivered by Buyer or Whitlock to Seller pursuant to this Agreement; or

(c) Liabilities. Any liabilities of Buyer and/or Whitlock and any other obligations or alleged liability or obligations of Buyer and/or Whitlock.

Section 5.4 Limitation of Buyer's Liability.

Notwithstanding any provision of this Agreement to the contrary, and except for claims involving intentional misrepresentation, nondisclosure or fraud, Buyer shall not have any

liability for any Loss otherwise indemnifiable hereunder with respect to which a notice of claim has not been given to Buyer within six (6) months of the Effective Date (except for payment commitments under the Promissory Note and responsibilities for compliance with the covenants contained in Section 4.4 hereof). The right to indemnification shall not be affected by any investigation or knowledge acquired by Seller at any time whether before or after the execution and delivery of this Agreement or the Closing Date.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Merger Clause.

This Agreement contains the final, complete and exclusive statement of the Agreement between the parties with respect to the transactions contemplated herein and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are merged herein.

Section 6.2 Amendments.

No change, amendment, qualification or cancellation hereof shall be effective unless in writing and executed by each of the parties hereto by their duly authorized officers.

Section 6.3 Benefits and Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

Section 6.4 Captions.

The captions are for convenience of reference only and shall not be construed as a part of this Agreement.

Section 6.5 Governing Law.

This Agreement shall be construed, interpreted, enforced and governed by and under the laws of the State of North Carolina.

Section 6.6 Schedules and Exhibits.

All of the Schedules and Exhibits attached or to be attached hereto prior to the Closing Date and/or referred to in this Agreement are hereby incorporated herein by reference once they have been attached to this Agreement and shall be deemed and construed to be a part of this Agreement for all purposes; provided however, that statements made in the Schedules shall relate only to the provisions in the Section of this Agreement to which they expressly relate.

Section 6.7 Severability.

The invalidity or unenforceability of any one or more phrases, sentences, clauses or provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.

Section 6.8 Counterparts.

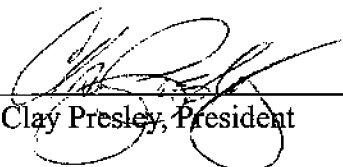
This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Seller and the Buyer have each caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

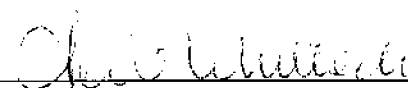
SELLER:

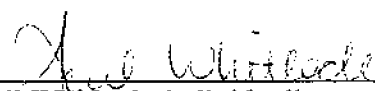
CPP INTERNATIONAL, LLC

By: 
Clay Presley, President

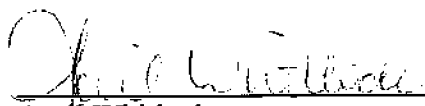
BUYER:

C3 Ventures LLC D/B/A Fundanoodle

By: 
April Whitlock, Manager


April Whitlock, individually

I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND HAVE SIGNED IT WILLINGLY AND VOLUNTARILY. I HAVE BEEN ADVISED BY CPP INTERNATIONAL, LLC TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING IT. I HAVE ALSO BEEN ADVISED OF MY RIGHTS, IF ANY, UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT (ADEA) AND UNDERSTAND THAT BY SIGNING BELOW I HAVE **VOLUNTARILY ELECTED TO ACCEPT THE BENEFITS DESCRIBED HEREIN AND EXECUTE THIS WAIVER PRIOR TO THE END OF THE 21 DAY PERIOD OFFERED TO ME, AND I HAVE MADE THIS DECISION WITHOUT COERCION.**


April Whitlock

LIST OF SCHEDULES/ EXHIBITS

- Schedule 1.1(a)(ii) - Inventory Purchased

- Exhibit A - Warehouse Agreement

- Exhibit B - Promissory Note

- Exhibit C - Security Agreement

- Exhibit D - Bill of Sale

SCHEDULE 1.1(a)(ii)
LIST OF INVENTORY PURCHASED

Product Code	Product Code Unformatted	Product Name	Product Key
15251	15251	Blank Doodle Floor Pad	00007560
15251	15251	Blank Doodle Floor Pad	00007560
15251	15251	Blank Doodle Floor Pad	00007560
15252	15252	Printed Activity Floor Pad	00007568
15252	15252	Printed Activity Floor Pad	00007568
15252	15252	Printed Activity Floor Pad	00007568
15253	15253	Bead, Lace, Rip, Trace Kit	00008256
15253	15253	Bead, Lace, Rip, Trace Kit	00008256
15253	15253	Bead, Lace, Rip, Trace Kit	00008256
15254	15254	FUN 3yr Activity Boook	00007563
15254	15254	FUN 3yr Activity Boook	00007563
15254	15254	FUN 3yr Activity Boook	00007563
15254	15254	FUN 3yr Activity Boook	00007563
15261	15261	Pound A Pattern Activity Bench	00008261
15261	15261	Pound A Pattern Activity Bench	00008261
15261	15261	Pound A Pattern Activity Bench	00008261
15263	15263	I Can Cut Activity Book	00008260
15263	15263	I Can Cut Activity Book	00008260
15263	15263	I Can Cut Activity Book	00008260
15263	15263	I Can Cut Activity Book	00008260
15265	15265	Uppercase Writing Tablet	00007565
15265	15265	Uppercase Writing Tablet	00007565
15265	15265	Uppercase Writing Tablet	00007565
15266	15266	I Can Build Uppercase Letters	00008255
15266	15266	I Can Build Uppercase Letters	00008255
15266	15266	I Can Build Uppercase Letters	00008255
15267	15267	Muscle Movers, Uppercase	00008257
15267	15267	Muscle Movers, Uppercase	00008257
15267	15267	Muscle Movers, Uppercase	00008257
15267	15267	Muscle Movers, Uppercase	00008257
15276	15276	Activity Book, Level 2	00007562
15276	15276	Activity Book, Level 2	00007562
15276	15276	Activity Book, Level 2	00007562
15276	15276	Activity Book, Level 2	00007562
15277	15277	Numbers Writing Tablet	00007566
15277	15277	Numbers Writing Tablet	00007566
15277	15277	Numbers Writing Tablet	00007566
15277	15277	Numbers Writing Tablet	00007566
15279	15279	Lowercase Writing Tablet	00007567
15279	15279	Lowercase Writing Tablet	00007567
15279	15279	Lowercase Writing Tablet	00007567
15281	15281	I Can Build Lowercase Letters	00008254
15281	15281	I Can Build Lowercase Letters	00008254
15281	15281	I Can Build Lowercase Letters	00008254
15281	15281	I Can Build Lowercase Letters	00008254
15282	15282	Muscle Movers, Lowercase	00008258

15282	15282	Muscle Movers, Lowercase	00008258
15282	15282	Muscle Movers, Lowercase	00008258
15282	15282	Muscle Movers, Lowercase	00008258
15283	15283	Magnetic Dry Erase Practice Bd	00007564
15283	15283	Magnetic Dry Erase Practice Bd	00007564
15283	15283	Magnetic Dry Erase Practice Bd	00007564
15292	15292	Storybook Tablet	00009754
15292	15292	Storybook Tablet	00009754
15292	15292	Storybook Tablet	00009754
15292	15292	Storybook Tablet	00009754
15293	15293	Activity Book, Level 3	00009755
15293	15293	Activity Book, Level 3	00009755
15293	15293	Activity Book, Level 3	00009755
92849	92849	Math Book, Level 1	00009756
92849	92849	Math Book, Level 1	00009756
92849	92849	Math Book, Level 1	00009756
92850	92850	Math Book, Level 2	00009757
92850	92850	Math Book, Level 2	00009757
92850	92850	Math Book, Level 2	00009757
92851	92851	Math Book, Level 3	00009758
92851	92851	Math Book, Level 3	00009758
92851	92851	Math Book, Level 3	00009758
92851	92851	Math Book, Level 3	00009758
93243	93243	FUN Promo Book	00009738
93243	93243	FUN Promo Book	00009738
93399	93399	FUN Cursive Writing Tablet	00010104
93399	93399	FUN Cursive Writing Tablet	00010104
93399	93399	FUN Cursive Writing Tablet	00010104
93399	93399	FUN Cursive Writing Tablet	00010104

Description	Search Name	Display Item	Not Used	Not Used
18x24				
18x24				
18x24				
I Can Do Fun Activities 18x18				
I Can Do Fun Activities 18x18				
I Can Do Fun Activities 18x18				
I Can Bead Lace Rip Trace Kit				
I Can Bead Lace Rip Trace Kit				
I Can Bead Lace Rip Trace Kit				
Max & Alpie's Adventures				
Max & Alpie's Adventures				
Max & Alpie's Adventures				
Max & Alpie's Adventures				
I Can Pound Activity Bench				
I Can Pound Activity Bench				
I Can Pound Activity Bench				
I Can Cut Activity Book				
I Can Cut Activity Book				
I Can Cut Activity Book				
I Can Cut Activity Book				
Fundanoodle I Can Write UC				
Fundanoodle I Can Write UC				
Fundanoodle I Can Write UC				
Magna Stix Upper Case Kit				
Magna Stix Upper Case Kit				
Magna Stix Upper Case Kit				
Muscle Movers Upper Case				
Muscle Movers Upper Case				
Muscle Movers Upper Case				
Muscle Movers Upper Case				
Max & Alpie's Adventures 2				
Max & Alpie's Adventures 2				
Max & Alpie's Adventures 2				
Max & Alpie's Adventures 2				
I Can Write Numbers				
I Can Write Numbers				
I Can Write Numbers				
I Can Write Numbers				
Fundanoodle I Can Write LC				
Fundanoodle I Can Write LC				
Fundanoodle I Can Write LC				
Magna Stix Lower Case Kit				
Magna Stix Lower Case Kit				
Magna Stix Lower Case Kit				
Magna Stix Lower Case Kit				
Muscle Movers Lower Case				

Muscle Movers Lower Case
Muscle Movers Lower Case
Muscle Movers Lower Case
Fundanoodle Mag Dry Erase 12x9
Fundanoodle Mag Dry Erase 12x9
Fundanoodle Mag Dry Erase 12x9
Story Starters
Story Starters
Story Starters
Story Starters
Max & Alphie's Adventures 3
Max & Alphie's Adventures 3
Max & Alphie's Adventures 3
Fundanoodle Math Book
Fundanoodle Math Book
Fundanoodle Math Book
Fundanoodle Math Activity Book
Fundanoodle Math Activity Book
Fundanoodle Math Activity Book
Fundanoodle Math Activity Book
Fundanoodle Math Activity Book
Fundanoodle Math Activity Book
Fundanoodle Math Activity Book
Fundanoodle Math Activity Book
Promotional handout
Promotional handout
UC and LC cursive
UC and LC cursive
UC and LC cursive
UC and LC cursive

NO	EARLY LEARNING & PRESENTATION
NO	EARLY LEARNING & PRESENTATION
NO	EARLY LEARNING & PRESENTATION
NO	EARLY LEARNING & PRESENTATION
NO	EARLY LEARNING & PRESENTATION
NO	EARLY LEARNING & PRESENTATION
No	EARLY LEARNING & PRESENTATION
No	EARLY LEARNING & PRESENTATION
No	EARLY LEARNING & PRESENTATION
No	EARLY LEARNING & PRESENTATION
No	EARLY LEARNING & PRESENTATION
No	EARLY LEARNING & PRESENTATION
No	EARLY LEARNING & PRESENTATION
No	EARLY LEARNING & PRESENTATION
No	EARLY LEARNING & PRESENTATION
No	EARLY LEARNING & PRESENTATION
No	EARLY LEARNING & PRESENTATION
No	EARLY LEARNING & PRESENTATION
No	EARLY LEARNING & PRESENTATION
No	EARLY LEARNING & PRESENTATION
No	EARLY LEARNING & PRESENTATION
NO	EARLY LEARNING & PRESENTATION
NO	EARLY LEARNING & PRESENTATION
NO	EARLY LEARNING & PRESENTATION
NO	EARLY LEARNING & PRESENTATION

Category Detail	Inner Packs per Case	Eaches Per Inner Pack	Number of Eaches per Case
Fundanoodle	0	0	6
Fundanoodle	0	0	6
Fundanoodle	0	0	6
Fundanoodle	0	0	6
Fundanoodle	0	0	6
Fundanoodle	0	0	6
Fundanoodle	0	0	3
Fundanoodle	0	0	3
Fundanoodle	0	0	3
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	0	0	3
Fundanoodle	0	0	3
Fundanoodle	0	0	3
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	0	0	3
Fundanoodle	0	0	3
Fundanoodle	0	0	3
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	0	0	3
Fundanoodle	0	0	3
Fundanoodle	0	0	3
Fundanoodle	0	0	3
Fundanoodle	3	4	12

Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
11x9	3	4	12
11x9	3	4	12
11x9	3	4	12
11x9	3	4	12
11x9	3	4	12
11x9	3	4	12
11x9	3	4	12
11x9	3	4	12
11x9	3	4	12
11x9	3	4	12
11x9	3	4	12
11x9	3	4	12
11x9	3	4	12
11x9	3	4	12
11x9	3	4	12
11x9	3	4	12
5x8	0	0	48
5x8	0	0	48
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12
Fundanoodle	3	4	12

Measurement Update Date	Product Manager	Initial Line Year	Promo Forecast	FSC
03/20/2013	K. Fleshman	2012	No	NON FSC
03/20/2013	K. Fleshman	2012	No	NON FSC
03/20/2013	K. Fleshman	2012	No	NON FSC
03/27/2013	K. Fleshman	2012	No	NON FSC
03/27/2013	K. Fleshman	2012	No	NON FSC
03/27/2013	K. Fleshman	2012	No	NON FSC
07/11/11	K. Fleshman	2012	No	NON FSC
07/11/11	K. Fleshman	2012	No	NON FSC
07/11/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
10/16/2013	K. Fleshman	2012	No	NON FSC
10/16/2013	K. Fleshman	2012	No	NON FSC
10/16/2013	K. Fleshman	2012	No	NON FSC
10/16/2013	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
03/05/2013	K. Fleshman	2012	No	NON FSC
03/05/2013	K. Fleshman	2012	No	NON FSC
03/05/2013	K. Fleshman	2012	No	NON FSC
03/05/2013	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
12/16/11	K. Fleshman	2012	No	NON FSC
03/04/2013	K. Fleshman	2012	No	NON FSC

02/11/11	ErlyLrn	00000095	Fundanoodle
02/11/11	ErlyLrn	00000095	Fundanoodle
02/11/11	ErlyLrn	00000095	Fundanoodle
08/02/10	ErlyLrn	00000095	Fundanoodle
08/02/10	ErlyLrn	00000095	Fundanoodle
08/02/10	ErlyLrn	00000095	Fundanoodle
03/13/12	ErlyLrn	00000095	Fundanoodle
03/13/12	ErlyLrn	00000095	Fundanoodle
03/13/12	ErlyLrn	00000095	Fundanoodle
03/13/12	ErlyLrn	00000095	Fundanoodle
03/13/12	ErlyLrn	00000095	Fundanoodle
03/13/12	ErlyLrn	00000095	Fundanoodle
03/13/12	ErlyLrn	00000095	Fundanoodle
03/13/12	ErlyLrn	00000095	Fundanoodle
03/13/12	ErlyLrn	00000095	Fundanoodle
03/13/12	ErlyLrn	00000095	Fundanoodle
03/13/12	ErlyLrn	00000095	Fundanoodle
03/13/12	ErlyLrn	00000095	Fundanoodle
03/13/12	ErlyLrn	00000095	Fundanoodle
03/13/12	ErlyLrn	00000095	Fundanoodle
03/13/12	ErlyLrn	00000095	Fundanoodle
03/13/12	ErlyLrn	00000095	Fundanoodle
02/21/12	ErlyLrn	00000095	Fundanoodle
02/21/12	ErlyLrn	00000095	Fundanoodle
10/01/12	ErlyLrn	00000095	Fundanoodle
10/01/12	ErlyLrn	00000095	Fundanoodle
10/01/12	ErlyLrn	00000095	Fundanoodle
10/01/12	ErlyLrn	00000095	Fundanoodle

Subcategory Name	Subcategory Key	Size	Color	Style	Product Line	Unit Cost
Fundanoodle	00004266			Fundanoodle	OtherBks	21.0091
Fundanoodle	00004266			Fundanoodle	OtherBks	22.0531
Fundanoodle	00004266			Fundanoodle	OtherBks	25.7071
Fundanoodle	00004266			Fundanoodle	OtherBks	24.2517
Fundanoodle	00004266			Fundanoodle	OtherBks	24.0328
Fundanoodle	00004266			Fundanoodle	OtherBks	24.2517
Fundanoodle	00004266			SRPKit	OtherBks	24.7431
Fundanoodle	00004266			SRPKit	OtherBks	24.7431
Fundanoodle	00004266			SRPKit	OtherBks	19.5824
Fundanoodle	00004266			Fundanoodle	OtherBks	15.7048
Fundanoodle	00004266			Fundanoodle	OtherBks	15.9392
Fundanoodle	00004266			Fundanoodle	OtherBks	15.9392
Fundanoodle	00004266			Fundanoodle	OtherBks	21.8001
Fundanoodle	00004266			SRPKit	OtherBks	29.1281
Fundanoodle	00004266			SRPKit	OtherBks	29.1281
Fundanoodle	00004266			SRPKit	OtherBks	29.1281
Fundanoodle	00004266			Fundanoodle	OtherBks	28.2437
Fundanoodle	00004266			Fundanoodle	OtherBks	29.4808
Fundanoodle	00004266			Fundanoodle	OtherBks	29.4442
Fundanoodle	00004266			Fundanoodle	OtherBks	28.2437
Fundanoodle	00004266			Fundanoodle	OtherBks	20.6144
Fundanoodle	00004266			Fundanoodle	OtherBks	20.5147
Fundanoodle	00004266			Fundanoodle	OtherBks	20.6144
Fundanoodle	00004266			SRPKit	OtherBks	37.4936
Fundanoodle	00004266			SRPKit	OtherBks	40.1444
Fundanoodle	00004266			SRPKit	OtherBks	32.6339
Fundanoodle	00004266			SRPFishCrds	OtherBks	30.0744
Fundanoodle	00004266			SRPFishCrds	OtherBks	30.0744
Fundanoodle	00004266			SRPFishCrds	OtherBks	30.0744
Fundanoodle	00004266			SRPFishCrds	OtherBks	25.5821
Fundanoodle	00004266			Fundanoodle	OtherBks	21.4244
Fundanoodle	00004266			Fundanoodle	OtherBks	20.9115
Fundanoodle	00004266			Fundanoodle	OtherBks	21.2245
Fundanoodle	00004266			Fundanoodle	OtherBks	21.4244
Fundanoodle	00004266			Fundanoodle	OtherBks	19.9699
Fundanoodle	00004266			Fundanoodle	OtherBks	19.9699
Fundanoodle	00004266			Fundanoodle	OtherBks	19.9699
Fundanoodle	00004266			Fundanoodle	OtherBks	19.9699
Fundanoodle	00004266			Fundanoodle	OtherBks	20.2423
Fundanoodle	00004266			Fundanoodle	OtherBks	20.2423
Fundanoodle	00004266			Fundanoodle	OtherBks	20.8672
Fundanoodle	00004266			SRPKit	OtherBks	40.3449
Fundanoodle	00004266			SRPKit	OtherBks	40.2831
Fundanoodle	00004266			SRPKit	OtherBks	40.2831
Fundanoodle	00004266			SRPKit	OtherBks	33.0494
Fundanoodle	00004266			SRPFishCrds	OtherBks	29.9719

Fundanoodle	00004266	SRPFishCrds	OtherBks	29.9901
Fundanoodle	00004266	SRPFishCrds	OtherBks	29.9719
Fundanoodle	00004266	SRPFishCrds	OtherBks	27.7383
Fundanoodle	00004266	FunPracBrd	Notebook	41.3271
Fundanoodle	00004266	FunPracBrd	Notebook	41.3271
Fundanoodle	00004266	FunPracBrd	Notebook	43.2371
Fundanoodle	00004266	Art Pads	Notebook	26.5607
Fundanoodle	00004266	Art Pads	Notebook	24.9608
Fundanoodle	00004266	Art Pads	Notebook	23.5016
Fundanoodle	00004266	Art Pads	Notebook	23.4239
Fundanoodle	00004266	Art Pads	Notebook	28.2218
Fundanoodle	00004266	Art Pads	Notebook	19.6539
Fundanoodle	00004266	Art Pads	Notebook	19.6107
Fundanoodle	00004266	Art Pads	Notebook	31.5627
Fundanoodle	00004266	Art Pads	Notebook	23.4336
Fundanoodle	00004266	Art Pads	Notebook	22.0217
Fundanoodle	00004266	Art Pads	Notebook	36.3826
Fundanoodle	00004266	Art Pads	Notebook	23.0006
Fundanoodle	00004266	Art Pads	Notebook	22.6039
Fundanoodle	00004266	Art Pads	Notebook	55.986
Fundanoodle	00004266	Art Pads	Notebook	19.9227
Fundanoodle	00004266	Art Pads	Notebook	19.9227
Fundanoodle	00004266	Art Pads	Notebook	19.9227
Fundanoodle	00004266	Art Pads	Notebook	37.44
Fundanoodle	00004266	Art Pads	Notebook	37.44
Fundanoodle	00004266	Fundanoodle	OtherBks	35.8087
Fundanoodle	00004266	Fundanoodle	OtherBks	35.8087
Fundanoodle	00004266	Fundanoodle	OtherBks	35.8087
Fundanoodle	00004266	Fundanoodle	OtherBks	35.8087

Quantity on Hand	UM	Work in Process Cost	Total Cost	Cost Basis	Total Weight	UM
1	CS6		21.01	Avg Cost		0 lbs
0.16666667	CS6		3.68	Avg Cost		0 lbs
500.0000001	CS6		12,853.54	Avg Cost		0 lbs
0.833333334	CS6		20.21	Avg Cost		0 lbs
0.833333334	CS6		20.03	Avg Cost		0 lbs
463.0000001	CS6		11,228.53	Avg Cost		0 lbs
2.333333333	cs3		57.73	Avg Cost		0 lbs
124.6666667	cs3		3,084.63	Avg Cost		0 lbs
457	cs3		8,949.18	Avg Cost		0 lbs
0.333333333	CS12		5.23	Avg Cost		0 lbs
1.166666666	CS12		18.60	Avg Cost		0 lbs
0.75	CS12		11.95	Avg Cost		0 lbs
26.9999999	CS12		588.60	Avg Cost		0 lbs
0.666666667	cs3		19.42	Avg Cost		0 lbs
6.333333333	cs3		184.48	Avg Cost		0 lbs
337	cs3		9,816.18	Avg Cost		0 lbs
0.916666666	CS12		25.89	Avg Cost		0 lbs
0.25	CS12		7.37	Avg Cost		0 lbs
19.91666666	CS12		586.43	Avg Cost		0 lbs
159.9999999	CS12		4,518.99	Avg Cost		0 lbs
0.583333333	CS12		12.03	Avg Cost		0 lbs
2.166666666	CS12		44.45	Avg Cost		0 lbs
229.9999999	CS12		4,741.31	Avg Cost		0 lbs
4	cs3		149.97	Avg Cost		0 lbs
55.66666666	cs3		2,234.71	Avg Cost		0 lbs
731.9999999	cs3		23,888.00	Avg Cost		0 lbs
0.5	CS12		15.04	Avg Cost		0 lbs
1	CS12		30.07	Avg Cost		0 lbs
25.58333332	CS12		769.40	Avg Cost		0 lbs
398.9999998	CS12		10,207.26	Avg Cost		0 lbs
0.916666666	CS12		19.64	Avg Cost		0 lbs
0.333333333	CS12		6.97	Avg Cost		0 lbs
0.25	CS12		5.31	Avg Cost		0 lbs
92.99999996	CS12		1,992.47	Avg Cost		0 lbs
0.583333333	CS12		11.65	Avg Cost		0 lbs
1.749999999	CS12		34.95	Avg Cost		0 lbs
0.5	CS12		9.98	Avg Cost		0 lbs
661.9999997	CS12		13,220.10	Avg Cost		0 lbs
0.833333333	CS12		16.87	Avg Cost		0 lbs
1.416666666	CS12		28.68	Avg Cost		0 lbs
240.9999999	CS12		5,028.99	Avg Cost		0 lbs
1.333333333	cs3		53.79	Avg Cost		0 lbs
2.666666666	cs3		107.42	Avg Cost		0 lbs
92.33333332	cs3		3,719.48	Avg Cost		0 lbs
628.9999999	cs3		20,788.07	Avg Cost		0 lbs
0.666666666	CS12		19.98	Avg Cost		0 lbs

2.24999999 CS12	0	67.48	Avg Cost	0 lbs
60.83333331 CS12	0	1,823.29	Avg Cost	0 lbs
273.9999999 CS12	0	7,600.29	Avg Cost	0 lbs
0.916666666 CS12	0	37.88	Avg Cost	0 lbs
26.83333332 CS12	0	1,108.94	Avg Cost	0 lbs
227.9999999 CS12	0	9,858.05	Avg Cost	0 lbs
1 CS12	0	26.56	Avg Cost	0 lbs
1.166666666 CS12	0	29.12	Avg Cost	0 lbs
0.75 CS12	0	17.63	Avg Cost	0 lbs
286.9999999 CS12	0	6,722.65	Avg Cost	0 lbs
0.75 CS12	0	21.17	Avg Cost	0 lbs
0.666666666 CS12	0	13.10	Avg Cost	0 lbs
305.9999999 CS12	0	6,000.87	Avg Cost	0 lbs
1 CS12	0	31.56	Avg Cost	0 lbs
0.083333333 CS12	0	1.95	Avg Cost	0 lbs
264.9999999 CS12	0	5,835.76	Avg Cost	0 lbs
0.166666667 CS12	0	6.06	Avg Cost	0 lbs
0.666666666 CS12	0	15.33	Avg Cost	0 lbs
165.9999999 CS12	0	3,752.25	Avg Cost	0 lbs
0.166666667 CS12	0	9.33	Avg Cost	0 lbs
1.25 CS12	0	24.90	Avg Cost	0 lbs
0.083333333 CS12	0	1.66	Avg Cost	0 lbs
254.9999999 CS12	0	5,080.29	Avg Cost	0 lbs
0.749999999 CS48	0	28.08	Avg Cost	0 lbs
24.99999996 CS48	0	936.00	Avg Cost	0 lbs
0.25 CS12	0	8.95	Avg Cost	0 lbs
1.749999999 CS12	0	62.67	Avg Cost	0 lbs
0.5 CS12	0	17.90	Avg Cost	0 lbs
194.9999999 CS12	0	6,982.70	Avg Cost	0 lbs
		195,300.69		

Location Key	Location Prefix	Zone Name	Location Name	PST	Product Status
00000058	FUN		Fundanoodle	TRUE	
00000039	SAM		Samples at Wes	TRUE	
00000028	WES		Westinghouse Blvd WH	TRUE	Active
00000040	EPa		E Pad Warehouse	TRUE	
00000039	SAM		Samples at Wes	TRUE	
00000028	WES		Westinghouse Blvd WH	TRUE	Active
00000058	FUN		Fundanoodle	TRUE	
00000039	SAM		Samples at Wes	TRUE	
00000028	WES		Westinghouse Blvd WH	TRUE	Active
00000040	EPa		E Pad Warehouse	TRUE	
00000058	FUN		Fundanoodle	TRUE	
00000039	SAM		Samples at Wes	TRUE	
00000028	WES		Westinghouse Blvd WH	TRUE	Active
00000040	EPa		E Pad Warehouse	TRUE	
00000058	FUN		Fundanoodle	TRUE	
00000028	WES		Westinghouse Blvd WH	TRUE	Active
00000040	EPa		E Pad Warehouse	TRUE	
00000058	FUN		Fundanoodle	TRUE	
00000039	SAM		Samples at Wes	TRUE	
00000028	WES		Westinghouse Blvd WH	TRUE	Active
00000040	EPa		E Pad Warehouse	TRUE	
00000058	FUN		Fundanoodle	TRUE	
00000028	WES		Westinghouse Blvd WH	TRUE	Active
00000058	FUN		Fundanoodle	TRUE	
00000039	SAM		Samples at Wes	TRUE	
00000028	WES		Westinghouse Blvd WH	TRUE	Active
00000040	EPa		E Pad Warehouse	TRUE	
00000058	FUN		Fundanoodle	TRUE	
00000039	SAM		Samples at Wes	TRUE	
00000028	WES		Westinghouse Blvd WH	TRUE	Active
00000040	EPa		E Pad Warehouse	TRUE	
00000058	FUN		Fundanoodle	TRUE	
00000039	SAM		Samples at Wes	TRUE	
00000028	WES		Westinghouse Blvd WH	TRUE	Active
00000040	EPa		E Pad Warehouse	TRUE	
00000058	FUN		Fundanoodle	TRUE	
00000039	SAM		Samples at Wes	TRUE	
00000028	WES		Westinghouse Blvd WH	TRUE	Active
00000040	EPa		E Pad Warehouse	TRUE	
00000058	FUN		Fundanoodle	TRUE	
00000039	SAM		Samples at Wes	TRUE	
00000028	WES		Westinghouse Blvd WH	TRUE	Active
00000040	EPa		E Pad Warehouse	TRUE	

00000058	FUN	Fundanoodle	TRUE
00000039	SAM	Samples at Wes	TRUE
00000028	WES	Westinghouse Blvd WH	TRUE Active
00000040	EPa	E Pad Warehouse	TRUE
00000039	SAM	Samples at Wes	TRUE
00000028	WES	Westinghouse Blvd WH	TRUE Active
00000040	EPa	E Pad Warehouse	TRUE
00000058	FUN	Fundanoodle	TRUE
00000039	SAM	Samples at WES	TRUE
00000028	WES	Westinghouse Blvd WH	TRUE Active
00000058	FUN	Fundanoodle	TRUE
00000039	SAM	Samples at WES	TRUE
00000028	WES	Westinghouse Blvd WH	TRUE Active
00000040	EPa	E Pad Warehouse	TRUE
00000058	FUN	Fundanoodle	TRUE
00000028	WES	Westinghouse Blvd WH	TRUE Active
00000058	FUN	Fundanoodle	TRUE
00000039	SAM	Samples at WES	TRUE Active
00000028	WES	Westinghouse Blvd WH	TRUE Active
00000040	EPa	E Pad Warehouse	TRUE
00000058	FUN	Fundanoodle	TRUE
00000039	SAM	Samples at WES	TRUE Active
00000028	WES	Westinghouse Blvd WH	TRUE Active
00000039	SAM	Samples at Wes	TRUE Active
00000028	WES	Westinghouse Blvd WH	TRUE Active
00000040	EPa	E Pad Warehouse	TRUE
00000058	FUN	Fundanoodle	TRUE
00000039	SAM	Samples at WES	TRUE Active
00000028	WES	Westinghouse Blvd WH	TRUE Active

EXHIBIT A
WAREHOUSE AGREEMENT

PURCHASING, WAREHOUSING AND DISTRIBUTION AGREEMENT

THIS PURCHASING, WAREHOUSING AND DISTRIBUTION AGREEMENT ("Agreement"), made and entered into this 31st day of December, 2013, by and between C3 Ventures LLC D/B/A Fundanoodle, a North Carolina limited liability company ("C3"), and CPP International, LLC a North Carolina limited liability company ("CPP").

WITNESSETH:

WHEREAS, C3 and April Whitlock ("April") have previously entered into that certain Asset Purchase Agreement with CPP of even date herewith for the purchase of all of CPP's inventory of Fundanoodle products (the "Asset Purchase"); and

WHEREAS, in accordance with the terms of the Asset Purchase, CPP has agreed to provide purchasing, warehousing and distribution services as set forth herein for a period of six (6) months from the date hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Services of CPP. CPP is hereby appointed to provide purchasing, warehousing and distribution services for all inventory purchased by C3 under the Asset Purchase as follows:
 - 1.1 CPP's services hereunder shall be rendered as a merchandise warehouseman at 9144 Arrowpoint Boulevard, Charlotte, North Carolina, such services to be provided by CPP in its capacity as an independent contractor and in no way as a partner, related party or agent of C3.
 - 1.2 Such services shall include outbound shipping and handling, warehousing, purchasing as directed by C3, order filling and adequate supervision of the aforementioned tasks. At all times during the term of this Agreement, CPP shall employ sufficient, adequately trained personnel to perform its requirements under this Agreement.
 - 1.3 C3 shall have the right to inspect its own products at any time with twenty-four (24) hours' prior notice. CPP shall not co-mingle the goods of C3 with any other goods held or owned by CPP.
 - 1.4 Fees for services provided under this Agreement are set forth on Schedule I attached hereto and incorporated herein by this reference.
2. Term. This agreement commences on the 1st day of January, 2014, and shall continue for a period of six (6) months thereafter unless terminated in accordance with Section 3 hereof. There shall be no extension after the expiration of this Agreement.
3. Termination / Default. If either party is in default under this Agreement, and such default is not cured within ten (10) days of receipt of written notice from the other party, then this Agreement may be terminated.
 - 3.1 Either party shall be in default under this Agreement upon the occurrence of one or more of the following events of default:

- (a) Either party attempts to assign this Agreement or any of its rights hereunder without prior written consent;
 - (b) Either party makes an assignment for the benefit of creditors;
 - (c) Any involuntary petition should be filed against either party and such proceeding is not dismissed within thirty (30) days;
 - (d) Failure of C3 to make timely payments in accordance with the terms of that certain Promissory Note from C3 in favor of CPP;
 - (e) The existence of any default under the terms of the Asset Purchase.
4. Confidentiality; Non-solicitation. At all times during the term of this Agreement and after its termination, CPP, April and C3 agree to use their best efforts to keep confidential any and all information provided or learned during, or as a result of, this contractual relationship, and not to use any such information for any purpose other than the performance of the obligations under this Agreement.
- 4.1 CPP, April and WhitlockC3 each covenant with the other (on behalf of itself, its group and affiliated companies, agents and subcontractors) that it shall not solicit or entice away or endeavor to solicit or entice away from the other party any officer, manager or other employee during the term of this Agreement, and for a period of six (6) months after the termination of this Agreement.
5. Assignment. Neither this Agreement nor any benefits or obligations thereunder shall be assigned or transferred in whole or in part by either party, without the prior written consent of the other party hereto.
6. Force Majeure. Neither party hereto shall be responsible for delays or lack of performance resulting from acts beyond its respective reasonable control. Such acts shall include but not be limited to acts of God, fire, strikes, acts of war, acts of terrorism or any other condition beyond the control of the party or parties hereto.
7. Nature of Agreement. This Agreement contains the entire agreement between CPP and C3 with respect to the subject matter hereof, and may not be modified except by an instrument in writing signed by the duly authorized representatives of CPP and C3. The waiver by one party of a breach or default by the other party of any of the provisions of this Agreement shall not be construed as a waiver of any succeeding breach or default of the same or other provisions. CPP shall have no liability or duty to perform services for C3 unless specifically set forth in this Agreement.
8. Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.
9. Insurance. Products owned by C3 are not insured by CPP at any time, whether in CPP's custody or not. CPP's liability is limited as set forth in Section 10 of this Agreement.
10. Limitation of Liability. In no event shall CPP's duties to C3 or April under this Agreement exceed that of a reasonably prudent warehouseman under the laws of North Carolina. CPP shall not be liable for any loss or injury to goods stored however caused, unless such loss or injury resulted from the failure by CPP to exercise such care in regard to them as a reasonably careful man would exercise under like circumstances [and CPP is not liable for damages which could not have been avoided by the exercise of such care.

10.1 CPP's damages for loss or injury to the goods are limited to the actual cost value of the goods with a maximum per occurrence liability of \$25,000.00.

10.2 Claims by C3 and all other persons must be presented in writing to CPP within a reasonable time, and in no event longer than either forty-five (45) days after delivery of goods by CPP or forty-five (45) days after C3 is notified by CPP that loss or injury to part or all of the goods has occurred, whichever time is shorter. No action may be maintained by C3 or others against CPP for loss or injury to the goods stored unless a timely written claim has been provided and such action is commenced within six (6) months after the date CPP is notified that loss or injury to part or all of the goods has occurred.

10.3 CPP shall not be liable for any loss of profit or special, indirect or consequential damages of any kind.

10.4 If CPP negligently miss-ships goods, CPP shall pay the reasonable transportation charges incurred to return the miss-shipped good to the warehouse, or to ship the goods from that point to the correct address. If the consignee fails to return the goods, CPP's maximum liability shall be for the lost or damaged goods as specified in this Section 10, and CPP shall have no liability for damages due to the consignee's acceptance or use of the goods whether such goods be those of C3 or another.

10.5 When goods have not been delivered, notice may be given by CPP of known loss or injury to the goods by mailing a certified letter to C3. Time limitations for presentation of a claim in writing and maintaining of action after notice begin on the date of mailing of such notice by CPP.

11. Notice. Any notices, requests, demands and other communications hereunder shall be in writing and shall be deemed duly given if hand delivered or mailed, postage prepaid, certified mail, return receipt requested, addressed as set forth hereinafter, or to such other address as any person or entity may designate in writing and delivered as herein provided:

To C3: April Whitlock
C3 Ventures LLC
1235-E East Blvd
#147
Charlotte, NC 28203

To CPP: CPP International, LLC
Attn: Bob Agres
9144 Arrowpoint Blvd., Suite 200
Charlotte, NC 28273

12. Governing Law. This Agreement shall be construed, interpreted, enforced and governed by and under the laws of the State of North Carolina.

13. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument.

[SIGNATURES ON THE FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties hereto have caused this Purchasing, Warehousing and Distribution Agreement to be duly executed as of the day and year first above written.

CPP International, LLC

By: _____
Clay Presley, President

C3 Ventures, LLC D/B/A Fundanoodle

By: _____
April Whitlock, Manager

SCHEDULE I

	Service	Fee
1.	Receiving carton	\$1.00
2.	Unload shipping container	\$400.00
3.	Pallet Charge (if no pallet received)	\$10.00
4.	Order processing fee	\$5.00 per order
5.	Shipping carton	\$1.00
6.	Purchasing consulting services (fee for Carolina Pad acting as Fundanoodle's agent with the factory for any product manufactured during the term of the services agreement)	6% COGS (est. PO, negotiation, tracking)
7.	Pallet monthly storage charge	\$10.00

EXHIBIT B
PROMISSORY NOTE

SATISFACTION: The debt evidenced by this Note has been satisfied in full this _____ day of _____, 20_____.

PROMISSORY NOTE

Signed:

Charlotte, N.C.

\$195,300.69

December 31, 2013

FOR VALUE RECEIVED the undersigned, jointly and severally, promise to pay to CPP International, LLC or order, the principal sum of One Hundred Ninety Five Thousand Three Hundred and 69/100 Dollars (\$195,300.69), with interest from January 8, 2014, at the rate of two percent (2%) per annum on the unpaid balance until paid or until default, both principal and interest payable in lawful money of the United States of America, at such place as the legal holder hereof may designate in writing. The principal and interest shall be due and payable as follows:

In monthly installments equal to the cost of Fundanoodle goods pulled from storage during each calendar month plus accrued interest beginning January 31, 2014. Monthly payments are due five (5) days after maker's receipt of monthly invoice.

If not sooner paid, the entire remaining indebtedness shall be due and payable on August 1, 2015.

If payable in installments, each such installment shall, unless otherwise provided, be applied first to payment of interest then accrued and due on the unpaid principal balance, with the remainder applied to the unpaid principal.

Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied to installments due in reverse order of their maturity.

In the event of default in payment of any installment of principal or interest hereof as the same becomes due and such default is not cured within ten (10) days after written notice to maker, then in such event the holder may without further notice, declare the remainder of the principal sum, together with all interest accrued thereon and, the prepayment premium, if any, at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any part thereof, accrued interest and all other sums due under this Note shall bear interest at the rate of ten per cent (10.0%) per annum after default until paid.

All parties to this Note, including maker, hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

Upon default the holder of this Note may employ an attorney to enforce the holder's rights and remedies, and the maker of this Note hereby agrees to pay to the holder reasonable attorneys fees not exceeding a sum equal to ten percent (10%) of the outstanding balance owing on said Note, plus all other reasonable expenses incurred by the holder in exercising any of the holder's rights and remedies upon default. The rights and remedies of the holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against any funds, property or security held by the holder for payment or security, in the sole discretion of the holder. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

This Note is to be governed and construed in accordance with the laws of the State of North Carolina.

This Note is secured by a security interest in the Fundanoodle goods pursuant to that certain Security Agreement of even date herewith.

IN TESTIMONY WHEREOF, each corporate maker has caused this instrument to be executed in its corporate name by its Manager, all by order of its Members first duly given, the day and year first above written.

C3 Ventures LLC

By: _____
April Whitlock, Manager

EXHIBIT C
SECURITY AGREEMENT

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, made and entered into as of this 31st day of December, 2013, by and between C3 Ventures LLC D/B/A Fundanoodle, a North Carolina limited liability company (the "Borrower"), and CPP International, LLC a North Carolina limited liability company (the "Secured Party").

WITNESSETH:

WHEREAS, Borrower has previously executed and delivered to Secured Party that certain Promissory Note dated December 31, 2013 (hereinafter referred to as the "Promissory Note") for Borrower's purchase of Fundanoodle, as defined in that certain Asset Purchase Agreement between the parties of even date herewith; and

WHEREAS, in order to secure the payment of amounts payable under the Promissory Note, Secured Party has required Borrower to execute and deliver to Secured Party this Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Security Interest. Borrower is indebted to Secured Party as evidenced by the Promissory Note, all terms of which are incorporated herein and made a part hereof by specific reference. In order to secure the payment of the indebtedness and the timely performance of all obligations arising under the Promissory Note, Borrower hereby pledges and grants to Secured Party a security interest in and to all Fundanoodle inventory acquired FROM Secured Party pursuant to that certain Asset Purchase Agreement of even date herewith by Borrower for use in Borrower's business, together with all attachments and accessories now or hereafter affixed thereto, including all proceeds resulting therefrom (all of the aforesaid hereinafter referred to as the "Collateral").

2. Financing Statements and Further Assurances.

a. At the time of execution of this Agreement, the Borrower shall provide the Secured Party with such instruments and documents as may be required and hereby authorizes Secured Party to cause such Financing Statements, as prescribed by the Uniform Commercial Code and approved by the Secured Party in form and number sufficient for filing wherever required with respect to the Collateral, in order that the Secured Party shall have a duly perfected security interest of record in the Collateral.

b. Borrower agrees that from time to time, at the expense of Borrower, Borrower will promptly execute and deliver all further instruments and documents, and take all further action, that the Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Borrower will execute such financing or continuation statements, or amendments thereto, and such other instruments or notices as Secured Party may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby.

c. Borrower hereby authorizes Secured Party to file one or more financing or continuation statements or amendments thereto, consistent with this Agreement relative to all or any part of the Collateral without the signature of Borrower where permitted by law.

3. Sale of Collateral. Borrower agrees that it will not sell, transfer or assign Borrower's interest in the Collateral, nor will it permit anyone to acquire or purport to acquire a security interest therein, without the prior written consent of Secured Party, except for sales of inventory in the ordinary course of Borrower's business.

4. Compliance with Law. Borrower will comply with all laws, regulations, and ordinances relating to the possession, operation, maintenance and control of the Collateral, the noncompliance with which would materially and adversely affect the use or value of the Collateral.

5. Insurance. Borrower shall, at its own expense, maintain insurance with respect to its inventory in such amounts, against such risks, in such form and with such insurers, as shall be reasonably satisfactory to the Secured Party from time to time. Borrower shall, if so requested by Secured Party, deliver to Secured Party a certificate of insurance evidencing such policies of insurance.

6. Maintenance and Taxes. Borrower will maintain the Collateral in good condition and repair, reasonable wear and tear excepted. In addition, Borrower will pay and discharge in a timely manner all taxes, levies and other impositions levied thereon, all the costs of repairs or maintenance of the same, and all rent due on premises where the Collateral is or may be kept or stored.

7. Event of Default. The occurrence of any of the following shall constitute an "Event of Default" hereunder:

a. The default in the prompt and complete payment of any obligations of Borrower which may arise under either the Promissory Note, or the default in the performance of any term, condition, or covenant in favor of Secured Party contained in this Agreement; in each such case where such default is not cured within any grace period which may be granted in such agreement, or if no specific grace period is granted with respect to such default where such default is not cured within ten (10) days after written notice thereof from Secured Party.

b. The insolvency, appointment of receiver to take charge of any property of Borrower, the making of a general assignment for the benefit of creditors, or the filing of any petition in bankruptcy by or against Borrower for any relief under the Federal Bankruptcy Code, unless the same is dismissed within thirty (30) days after the filing thereof.

c. The initiation of steps by any third party to obtain any lien, attachment or garnishment upon any or all of the Collateral.

8. Remedies Upon Default. Upon the occurrence of an Event of Default, Secured Party may exercise its rights of enforcement under the Uniform Commercial Code in force in North Carolina at the date of this Security Agreement. Notwithstanding anything else herein to the contrary, Borrower authorizes Secured Party to take possession of the Collateral upon an event of default, without notice and without further judicial or administrative proceedings (Borrower hereby waives any rights to any notice or statutory process to the contrary). Secured Party may dispose of the Collateral in a manner by which Secured Party would otherwise dispose of obsolete inventory in its ordinary course of business.

9. Amendments. No amendment or waiver of any provision of this Agreement nor consent to any departure by Borrower from the terms of this Agreement shall in any event be effective unless the same shall be in writing and signed by Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

10. Waiver. Neither the failure nor any delay on the part of Secured Party to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of any other right, power or privilege of Secured Party.

11. General. The descriptive section headings herein have been inserted for convenience only and shall not be deemed to limit or otherwise offset the construction of any provisions hereof. This Security Agreement shall be construed and its performance governed in accordance with the laws of the State of North Carolina, including to the extent applicable, the Uniform Commercial Code of that State.

12. Notices. Any notices, requests, demands and other communications hereunder shall be in writing and shall be deemed duly given if hand delivered or mailed, postage prepaid, certified mail, return receipt requested, addressed as set forth hereinafter, or to such other address as any person or entity may designate in writing and delivered as herein provided:

To Borrower: April Whitlock
C3 Ventures, LLC
1235-E East Blvd
#147
Charlotte, NC 28203

To Secured Party CPP International, LLC
Attn: Bob Agres
9144 Arrowpoint Blvd., Suite 200
Charlotte, NC 28273

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14. Severance. In the event that any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, and this Agreement shall otherwise remain in full force and effect unless its purpose cannot be effective absent the severed provision.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed as of the day and year first above written.

[SIGNATURES ON THE FOLLOWING PAGE(S)]

SECURED PARTY:

CPP International, LLC

By: _____
Clay Presley, President

BORROWER:

C3 Ventures LLC D/B/A Fundanoodle

By: _____
April Whitlock, Manager

EXHIBIT D

BILL OF SALE

CPP INTERNATIONAL, LLC, a North Carolina limited liability company (“Seller”) does hereby transfer, assign, grant and convey unto C3 Ventures, LLC, a North Carolina limited liability company (“Buyer”), as the Buyer under that certain Asset Purchase Agreement dated December 31, 2013 (the “Purchase Agreement”), all of Seller’s right, title and interest in and to the Fundanoodle inventory owned by Seller as more specifically set forth in the Purchase Agreement and Schedule 1.1(a)(ii) thereto (the “Inventory”).

The Inventory is being conveyed to Buyer in “AS IS, WHERE IS CONDITION”, and Seller does not make any covenants, representations or warranties of any kind, express or implied, as to the Inventory (other than as provided in the Purchase Agreement), including but not limited to any covenants, representations or warranties regarding title or condition. It is understood and agreed that Buyer hereby accepts the Inventory in its AS IS, WHERE IS CONDITION. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING EXPRESSLY AGREED THAT ALL SUCH PERSONAL PROPERTY IS HEREBY ACQUIRED BY BUYER “ASIS, WHEREIS.”

This Bill of Sale is executed and delivered this 31st day of December, 2013.

SELLER:

CPP International, LLC

By: _____
Clay Presley, President