

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341804

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Start Fresh Today, LLC		03/03/2015	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Consumer Education Services, Inc.		
Street Address:	3700 Barrett Drive		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3153624	START FRESH TODAY	
Registration Number:	4095459	START FRESH TODAY	
CORRESPONDENCE DATA			
Fax Number:	4432634108		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	410-347-7388		
Email:	trademarks@ober.com		
Correspondent Name:	E. Scott Johnson, Esq.		
Address Line 1:	100 Light Street		
Address Line 2:	Ober, Kaler, Grimes & Shriver, A P.C.		
Address Line 4:	Baltimore, MARYLAND 21202		
ATTORNEY DOCKET NUMBER:	023311.068227 DKP		
NAME OF SUBMITTER:	E. Scott Johnson		
SIGNATURE:	/E. Scott Johnson/		
DATE SIGNED:	05/19/2015		
Total Attachments: 16			
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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the 3rd day of March, 2015, by and among Start Fresh Today, LLC, a Florida limited liability company, A-1 Debtor Education LLC, a Kansas limited liability company, and Start Fresh Today Instructional, LLC, an Illinois limited liability company admitted to do business in the State of Florida, (collectively, "Seller"), and Consumer Education Services, Inc., a North Carolina non-profit corporation ("Buyer"). Seller and Buyer may be referred to collectively herein as the "Parties" or singularly, as a "Party."

RECITALS

WHEREAS, Seller is engaged in the business of providing technology solutions for bankruptcy consumers, credit counselors and attorneys in the areas of bankruptcy counseling and filing, web-based courses and courseware, document storage and due diligence products in connection with bankruptcy proceedings (the "Business"); and

WHEREAS, Buyer is a non-profit corporation engaged in providing credit counseling and debt education services to consumers; and

WHEREAS, subject to the terms and conditions set forth herein, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain assets of Seller used in operation of the Business; and

WHEREAS, the Parties acknowledge that the United States Department of Justice and specifically, the U.S. Trustee Program, must approve Buyer's Application for Approval as a Nonprofit Budget and Credit Counseling Agency and its Application for Approval As a Provider of a Personal Financial Management Instructional Course, which is considered a prerequisite to closing the transaction contemplated by this Agreement; and

NOW, THEREFORE, for good and valuable consideration, and the mutual covenants of the parties hereinafter expressed, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

RECITALS, EXHIBITS, SCHEDULES

The foregoing recitals are true and correct and, together with the schedules and exhibits referred to hereafter, are hereby incorporated into this Agreement by this reference.

ARTICLE II

DEFINITIONS

For purposes of this Agreement, the following terms shall be defined as set forth herein:

- 2.1 "Agreement" shall mean this Asset Purchase Agreement, including any and all schedules, exhibits and amendments thereto.
- 2.2 "Assumed Contracts" shall have the meaning set forth in Section 4.3 to this Agreement.
- 2.3 "Bill of Sale" shall have the meaning set forth in Section 3.1 and as shown in Exhibit A to this Agreement.
- 2.4 "Business" shall be defined as set forth in the Recitals to this Agreement.
- 2.5 "Buyer" shall mean Consumer Education Services, Inc.
- 2.6 "Closing" shall have the meaning set forth in Section 3.3 of this Agreement.
- 2.7 "Deliverables" shall have the meaning set forth in Section 3.3 of this Agreement and shall include both the Seller Deliverables and the Buyer Deliverables.
- 2.8 "DOJ" shall mean the United States Department of Justice and its Executive Office for U. S. Trustees
- 2.9 "DOJ Approval" shall mean the receipt by Buyer of written approval by DOJ of Buyer's Application for Approval as a Nonprofit Budget and Credit Counseling Agency and Application for Approval As a Provider of a Personal Financial Management Instructional Course;
- 2.10 "Escrow Agent" shall be mean Stuart Law Firm, PLLC, 1033 Wade Avenue, Suite 202, Raleigh, North Carolina 27605.
- 2.11 "Escrow Agreement" shall mean that certain Escrow Agreement between the Parties and the Escrow Agent, a copy of which is attached hereto as Exhibit B.
- 2.12 "Excluded Assets" shall have the meaning set forth in Section 3.1 to this Agreement.
- 2.13 "Financial Reports" shall mean the balance sheet and financial statements attached to this Agreement as Exhibit C.
- 2.14 "IP Assets" shall mean the intellectual property assets constituting a part of the Purchased Assets acquired by Buyer and as more particularly described in Section 3.1 of this Agreement and Schedule A hereto.
- 2.15 "License Agreements" shall have the meaning set forth in Section 4.3 of this Agreement.
- 2.16 "Marketing Assets" shall mean those certain assets constituting a part of the Purchased Assets as more particularly described in Section 3.1 of this Agreement.
- 2.17 "Party" or "Parties" shall have the meaning set forth in the Preamble to this Agreement.
- 2.18 "Prevailing Party" shall have the meaning set forth in Section 8.12 of this Agreement.
- 2.19 "Prospect" shall have the meaning set forth in Section 4.2 of this Agreement.
- 2.20 "Purchased Assets" shall be all those assets of Seller being transferred to the Buyer pursuant to this Agreement as more particularly described in Section 3.1 of this Agreement and the supporting Schedules.
- 2.21 "Purchase Price" shall mean the amount of Two Million Two Hundred Thousand and No/Hundredths Dollars (\$2,200,000).
- 2.22 "Seller" shall mean Start Fresh Today, LLC, A-1 Debtor Education LLC and Start Fresh Today Instructional, LLC, whether singularly or collectively.
- 2.23 "Selling Group" shall mean Start Fresh Today, LLC, A-1 Debtor Education LLC and Start Fresh Today Instructional, LLC, together with any officer, director or member

holding more than a 10% interest in any Start Fresh Today, LLC, A-1 Debtor Education LLC or Start Fresh Today Instructional, LLC.

2.24 "Technology Assets" shall mean the technology assets constituting a part of the Purchased Assets acquired by Buyer as more particularly described in Section 3.1 of this Agreement and Schedule B hereto.

2.25 "Telecommunication Assets" shall mean the telecommunication assets constituting a part of the Purchased Assets acquired by Buyer as more particularly described in Section 3.1 of this Agreement and Schedule D hereto.

2.26 "Website Assets" shall mean the website assets constituting a part of the Purchased Assets acquired by Buyer as more particularly described in Section 3.1 of this Agreement and Schedule C hereto.

ARTICLE III PURCHASE AND SALE OF ASSETS

3.1 Purchase and Sale. In consideration of the payment of the Purchase Price to Seller and subject to the terms and conditions hereof, Seller hereby agrees to sell, transfer, convey and deliver to Buyer, free and clear of all liens, claims or encumbrances, and Buyer agrees to purchase, any and all assets of Seller used in the conduct of the Business, all of which together constitute the "Purchased Assets," including:

(a) Any and all intellectual property, service marks, copyrights, patents, trademarks and trade names, QR codes, logos and all of the rights associated therewith, whether registered, pending registration or based on common law (the "IP Assets"). A non-exclusive list of the IP Assets is attached hereto as Schedule A;

(b) Any and all software and technology owned, licensed (including all licenses and sublicenses) or controlled by Seller used or held for use in the Business, whether managed directly by Seller or through an offsite host (the "Technology Assets"). A non-exclusive list of the Technology Assets is attached hereto as Schedule B; and

(c) Any and all domain names, websites (including social media sites such as Twitter, Facebook, LinkedIn) and blog sites operated by or on behalf of Seller in furtherance of the Business (the "Website Assets"). A non-exclusive list of the Website Assets is attached hereto as Schedule C; and

(d) Any and all toll-free telephone or facsimile numbers owned by, assigned to or licensed to Seller for operation of the Business (the "Telecommunication Assets"). A non-exclusive list of the Telecommunication Assets is attached hereto as Schedule D;

(e) Any and all marketing papers, books, magazines (including e-books and e-magazines), print media, sales flyers and other promotional materials, whether in paper form or electronic format, used in operating the Business (the "Marketing Assets");

(f) Any and all customer and prospective customer lists and files, attorney

lists and files and supplier lists and files related to operation of the Business, including but not necessarily limited to those databases at salesforce.com and contained on the Start Fresh Today LLC software platform (the "Database Assets");

(g) Any and all goodwill of Seller related to operation of the Business;

(h) Any and all other tangible and intangible assets of Seller used in connection with its operation of the Business.

Notwithstanding the foregoing, the Parties specifically agree that any and all real property or personal property including but not limited to: hardware, computers, furnishings and other physical business equipment used by Seller in connection with the Business are not included within the description of the Purchased Assets and are hereby specifically excluded (the "Excluded Assets").

At least two (2) days prior to the Closing, the Parties shall update the list of Purchased Assets, including the Schedules identifying certain of the Purchased Assets, and such updated list of Purchased Assets shall be attached to a Bill of Sale provided by Seller to Buyer at closing. The Bill of Sale shall be in a form substantially similar to that certain Bill of Sale attached hereto as Exhibit A.

3.2 Purchase Price. The Purchase Price shall be paid by Buyer to Seller as follows:

(a) Upon execution of this Agreement, Buyer shall deposit the Purchase Price with the Escrow Agent. The Purchase Price shall be held by the Escrow Agent in accordance with that certain Escrow Agreement attached hereto as Exhibit B.

3.3 Closing. The Closing of the transaction contemplated by this Agreement shall occur at the office of the Escrow Agent within the earlier to occur of (a) the completion of training of Buyer's employees to the satisfaction of Buyer and a completed transition plan to include IT, payment processing gateway and phone service; or (b) ten (10) business days following DOJ approval. At Closing, the Escrow Agent shall deliver to Seller the Purchase Price and Seller shall deliver to Buyer the following "Deliverables":

(a) Seller Deliverables:

1. Documentation by Seller, in bank-quality form, evidencing the authorization of Seller, individually and collectively, to enter into the transactions contemplated by this Agreement and approving the sale of the Purchased Assets to Buyer, dated within sixty (60) days prior to Closing; and
2. A Bill of Sale, substantially in the form of Exhibit A, which is attached hereto from Seller to Buyer evidencing transfer of the Purchased Assets; and
3. To the extent that the Bill of Sale may be insufficient to transfer the entire interest

In any of the Purchased Assets, Seller shall also execute and deliver any and all assignments or other documents that may be reasonably necessary to evidence Buyer's interest in any of the Purchased Assets. Seller specifically acknowledges that this obligation shall survive the Closing; and

4. Any and all original titles, registrations or other documentation of ownership to any of the Purchased Assets; and
5. Any and all passwords, log-ins or keys reasonably necessary for operation or control of any of the Purchased Assets; and
6. A copy of any and all assignments or other documentation necessary to evidence the assignment of the Assumed Contracts.

Upon notice of DOJ approval, Seller will make available necessary employees to reasonably train Buyer's employees for up to 40 hours (8 hours a day for 5 days) over the ten day period immediately following the DOJ Approval. The training shall take place at Seller's offices, via webinar or via telephone. The Escrow Agent shall accept the Deliverables and conduct the Closing in accordance with the Escrow Agreement.

Notwithstanding the foregoing, if the DOJ has not approved Buyer's application for Approval of Buyer's Application for Approval as a Nonprofit Budget and Credit Counseling Agency and Application for Approval as a Provider of a Personal Financial Management Instructional Course on or before April 15, 2015, the Parties agree that this Agreement shall be immediately null and void at Midnight on April 15, 2015 and of no further effect without any further action by the Parties. In such instance, the Buyer shall be entitled to an immediate return of its Purchase Price from the Escrow Agent in accordance with the Escrow Agreement.

ARTICLE IV OTHER AGREEMENTS

4.1 DOJ Approval. The Parties agree that this Agreement is contingent on DOJ Approval of Buyer's Application for Approval as a Nonprofit Budget and Credit Counseling Agency and Application for Approval As a Provider of a Personal Financial Management Instructional Course prior to the deadline set forth in Section 2.3 herein. Buyer has submitted the application to the DOJ to obtain DOJ Approval. Any costs and expenses associated with DOJ Approval shall be paid by Buyer.

4.2 Employment. The Parties acknowledge that this Agreement shall not obligate or bind Buyer in any way to retain any officer, employee, subcontractor or independent contractor of Seller (a "Prospect"). Seller shall further cooperate and facilitate Buyer's efforts to enter into an employment agreement with Chris Frankel. Irrespective of whether Buyer retains any Prospect, Seller acknowledges that to the extent that Seller may have had any preexisting contract or obligation to any Prospect, the Seller shall retain such and Buyer shall have no liability therefor.

4.3 Assumed Contracts. The Parties specifically acknowledge that this Agreement is intended to be an acquisition of assets by Buyer and not an assumption of any liabilities of Seller unless specifically set forth herein. Buyer shall not assume any contractual obligations or any other liabilities of Seller as a result of this Agreement or its receipt of the Purchased Assets. Notwithstanding the foregoing, Buyer agrees that it shall assume the following contracts (the "Assumed Contracts") from Seller and no others:

(a) That certain Technology Services Agreement between Start Fresh Today, Inc. and VentureTech Solutions, LLC dated June 1, 2010, a copy of which is attached hereto as Exhibit D. Seller specifically represents that the VentureTech Solutions, LLC contract may be assigned to Buyer and Seller will provide any necessary documentation to confirm such an assignment. Buyer shall have no obligation for any costs or expenses incurred by Seller prior to the date of Closing and Seller shall remain solely liable for any such obligations. Buyer has sole discretion whether to modify or terminate that certain Technology Services Agreement and thereafter would be released from any further obligations.

(b) That certain Hosting Service Agreement between Seller and Rackspace US, Inc. dated June 30, 2010, which Seller represents to be a month-to-month agreement terminable at will and assignable to Buyer. A copy of the Hosting Service Agreement is attached hereto as Exhibit E. Seller specifically represents that the Hosting Service Agreement can be assigned to Buyer and that it will provide any necessary documentation to confirm such an assignment. The Parties agree the Buyer shall assume the Hosting Service Agreement subject to its right to terminate the contract at any time. Buyer shall have no obligation for any costs or expenses incurred by Seller prior to the date of Closing and Seller shall remain solely liable for any such obligations.

(c) Those certain License Agreement specifically set forth on Schedule E hereto (the "License Agreements"). Notwithstanding the foregoing, the Parties specifically agree that Buyer shall have no obligation for any costs or expenses payable by Seller through the date of Closing for any provisions, including but not limited to the indemnification agreement, contained within the License Agreements. Seller specifically represents that the License Agreements can be assigned to Buyer and that it will provide any necessary documentation to confirm such an assignment at Closing.

4.4 Confidentiality. The Parties specifically agree that the terms and provisions of this Agreement and any related agreements referred to herein, if applicable, are confidential and will not be disclosed except to legal counsel for any Party, accountants for any Party, the U.S. Department of Justice for review or as may be required by law.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby makes the following representations and warranties to Buyer, each of which Seller represents to be true and correct on the date hereof and as of the date of Closing:

5.1 Corporate Existence and Qualification. Each entity comprising Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of its State of organization. Each entity comprising Seller has the power and authority to own and use its properties and to transact the Business, holds all franchises, licenses and permits necessary and required therefore and is not required to be licensed or qualified to do business in any other jurisdiction.

5.2 Authority and Approval of Agreement by Seller.

(a) The execution and delivery of this Agreement by Seller has been duly authorized and approved by all requisite actions by the members and managers if any of the limited liability companies that comprise Seller pursuant to applicable law. Seller has full power and authority to enter into this Agreement and to perform its obligations hereunder.

(b) The person or persons executing this Agreement on behalf of Seller have been duly authorized to execute and enter into this Agreement on behalf of each Seller.

(c) This Agreement and each of the other documents, instruments and agreements executed by Seller in connection herewith constitutes the valid and legally binding agreements of Seller, enforceable against Seller in accordance with its terms.

5.3 No Violations. The execution, delivery and performance of Seller of this Agreement and all other documents, instruments and agreements executed in connection herewith, and the consummation by Seller of the transactions contemplated hereby, does not and will not (i) constitute a violation of or default (either immediately, upon notice or upon lapse of time) under the articles of organization or operating agreement, any judgment or any law; or (ii) result in the creation or imposition of any encumbrance upon, or give to any third person any interest in or right to, any of the Purchased Assets.

5.4 Title to and Condition of Purchased Assets; Sale of Assets. Seller has good and marketable title to the Purchased Assets, free and clear of all encumbrances, and there exists no restriction on the transfer or use of the Purchased Assets. All tangible personal property included in the Purchased Assets is in good working order and is free of any defects which might impair its usefulness, and is adequate and sufficient for all current Business. Upon Closing, legal and beneficial ownership of the Purchased Assets will be vested in Buyer free and clear of all encumbrances. ~~Although the transaction is an asset purchase, if CESI intends to assume certain licensing agreements then there would be assumed liabilities and as previously stated they should be included in a separate schedule.~~

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5.5 Intellectual Property.

(a) Seller owns and has the right to transfer all the IP Assets without further action by any third party.

(b) Seller owns or has the right to use all technology necessary for the operation of the Business as currently conducted and maintains a Technology Services Agreement to support all applications utilized by the Business. The Technology Services Agreement remains in full force and effect and Seller has obtained any approvals necessary to assign its interest in the Technology Services Agreement to Buyer. The Seller further specifically warrants and represents that there has been no breach or threatened breach of the Technology Services Agreement by any party thereto.

(b) Seller has not interfered with, infringed upon, misappropriated, or violated any intellectual property rights of third parties by its use of any of the Purchased Assets, including the IP Assets, and Seller has not received any written charge, complaint, claim, demand or notice alleging any such interference, infringement, misappropriation or violation (including any claim that Seller must license or refrain from using intellectual property rights of any third party).

(c) To Seller's knowledge, no third party has interfered with, infringed upon, misappropriated, or violated any intellectual property rights of Seller affecting the Purchased Assets, including the IP Assets, and no third party has otherwise challenged any of Seller's rights to its intellectual property.

3.2 Proceedings. Seller is not a party to, the subject of, or threatened with any civil, criminal or regulatory proceeding or investigation that would affect its ability to enter into this Agreement nor, to the best of Seller's knowledge, is there any basis for any such proceedings or investigations.

5.6 Consents. The execution, delivery and performance by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby do not require any consent that has not been received prior to the date hereof, or with respect to the DOJ, except the DOJ audit results as previously disclosed during due diligence and subsequently discussed by the Parties with the DOJ, prior to the Closing.

5.7 Judgments. There is no outstanding judgment against Seller that may affect any of the Purchased Assets or the ability of Seller to enter into this Agreement or the transactions contemplated thereby.

5.8 Brokerage Fees. Other than Transworld Business Advisors, LLC, there is no person acting on behalf of Seller who is entitled to or has any claim for any brokerage or finder's fee or commission in connection with the execution of this Agreement or the consummation of the transactions contemplated hereby. Seller further warrants and represents that it is solely



liable for any and all brokerage fees that may be imposed by Transworld Business Advisors and Buyer shall have no obligation therefor.

5.9 Financial Statements; Absence of Undisclosed Liabilities. The balance sheet and financial statements ("Financial Reports") attached hereto as Exhibit C are correct and complete and fairly present the financial position of the Business as of the date of said Financial Reports and have been prepared on a basis consistent with generally accepted accounting principles (GAAP) except as set forth therein. The Financial Reports make full and adequate provision for all obligations and liabilities (fixed or contingent) as of the date of such Financial Reports, and as of said date the Business has no obligations or liabilities of any kind whatsoever (fixed or contingent) except to the extent reflected or reserved against on said Financial Reports or in the notes thereto. Seller has not incurred any liabilities or obligations of the nature that are required to be disclosed in accordance with GAAP that are not reflected in the Financial Reports other than those incurred subsequent to the date thereof in the ordinary course of business and consistent with past practices.

5.10 Employee Matters. Seller is in compliance, in all material aspects, with all laws relating to employment practices. Seller warrants that employment of each employee of the Business may be terminated at will and the engagement of any subcontractor or independent contractor of the Business may be terminated without payment to such employee, subcontractor or independent contractor other than for services rendered through termination and without incurring any penalty or liability. Seller further acknowledges that there are no past due payments to any employee, subcontractor or independent contractor and there is no pending or threatened litigation related to any employee, subcontractor or independent contractor.

5.11 Vendor and Customer Matters. The Seller enjoys good relationships with all its vendors, suppliers and customers in relationship to the Business. Seller is not aware of any reason why any vendor, supplier or customer would limit or diminish or otherwise alter its business relationship with the Business.

5.12 Contracts and Other Obligations. Seller has made available to Buyer for its review, a correct and complete copy of each contract materially affecting the Business and Seller has duly performed all of its obligations under each such contract to the extent those obligations to perform have accrued. All such contracts have been entered into in the ordinary course of the Business. No violation, default or breach under any such contract by Seller or any other party has occurred as of the date of Closing nor is any such breach pending or threatened as of such date that would materially affect the Purchased Assets or Seller's ability to enter into this Agreement. Seller has complied with all of its obligations under all closed, completed or terminated contracts and no event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default thereunder that would materially affect the Purchased Assets or the Seller's ability to enter into this Agreement.

5.13 Tax Matters. Seller has timely filed with the appropriate tax authorities all tax returns or other tax-related information or documents with respect to or in connection with the Business and the Purchased Assets, as may be required to be filed through the date hereof and

will timely file any such tax returns required to be filed with respect to or in connection with the Business and the Purchased Assets prior to or on the date of Closing. Seller has paid any and all local, state and federal taxes associated with its operation of the Business and the Purchased Assets and neither the Business nor the Purchased Assets is subject to any pending or threatened tax audits or investigations.

5.14 Absence of Certain Changes or Events. Since the date of the Financial Reports through the date of Closing, Seller will not have:

(a) entered into any transaction other than arm's length transactions for fair consideration in the ordinary course of the Business or waived or released any rights or incurred any obligation or liability (fixed or contingent) affecting the Business that would have any material effect on the Purchased Assets.

(b) suffered any adverse change in its financial condition, gross profit margins, properties or business affecting the Business that would affect in any material way the Purchased Assets, or suffered any operating loss or material casualty loss or damage affecting the Business that would materially affect the Purchased Assets, whether or not such loss or damage shall have been insured against.

ARTICLE VI BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Seller, each of which Buyer represents to be true and correct on the date hereof and as of Closing:

6.1 Existence and Qualification. Buyer is a non-profit corporation duly organized, validly existing and in good standing under the Laws of the State of North Carolina. Buyer has the authority to own and use its properties and to transact the business in which it is engaged, holds all franchises, licenses and permits necessary and required therefore and is not required to be licensed or qualified to do business in any other jurisdiction.

6.2 Authority and Approval of Agreement by Buyer.

(a) The execution and delivery of this Agreement by Buyer and the performance of all obligations of Buyer hereunder and thereunder have been duly authorized and approved by all requisite company action pursuant to applicable law. Buyer has full power and authority to enter into this Agreement and to perform its obligations hereunder.

(b) The person or persons executing this Agreement on behalf of Buyer have been duly authorized to execute and enter into this Agreement on behalf of each Buyer.

(c) This Agreement and each of the other documents, instruments and agreements executed by Buyer in connection herewith constitutes the valid and legally binding agreements of Buyer, enforceable against Buyer in accordance with their terms.

6.3 No Violations. The execution, delivery or performance of this Agreement and all other documents, instruments and agreements executed in connection herewith, and the consummation by Buyer of the transactions contemplated hereby, do not and will not constitute a violation of or default (either immediately, upon notice or upon lapse of time) under any provision of any contract to which Buyer may be bound, any judgment or any law that would adversely affect Buyer's ability to consummate the transaction contemplated by this Agreement.

6.4 Consents. The execution, delivery and performance by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby do not require any Consent other than the DOJ Application Approval previously noted in 3.3 above that has not been received prior to the date hereof, but DOJ Approval of Application must be received prior to Closing.

6.5 Proceedings. Buyer is not a party to, the subject of, or, to the best of Buyer's knowledge, threatened with, any proceeding relating to, or which could in any material manner impair, the execution, delivery or performance of this Agreement by Buyer.

6.6 Brokerage Fees. There is no person acting on behalf of Buyer who is entitled to or has any claim for any brokerage or finder's fee or commission in connection with the execution of this Agreement or the consummation of the transactions contemplated hereby.

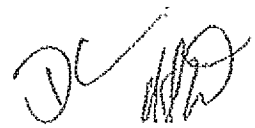
ARTICLE VII COVENANTS

7.1 Obligation to Indemnify and Hold Harmless. In addition to, and not in lieu of, any right or remedy available to Buyer at law or in equity, Seller hereby indemnifies and holds harmless Buyer from and against any and all proceedings, judgments, obligations, losses, damages, deficiencies, settlements, assessments, charges, costs and expenses (including without limitation reasonable attorneys' fees, paralegals' fees, investigation expenses, court costs, interest and penalties) arising out of or in connection with, or caused by, directly or indirectly, any or all of the following:

(a) Any material misrepresentation, breach or failure of any warranty or representation made by Seller in this Agreement or the other documents, instruments and agreements executed by Seller in connection herewith; and

(b) Any failure or refusal by Seller to satisfy or perform any covenant or agreement in this Agreement or the other documents, instruments and agreements executed by Seller in connection herewith.

7.2 Non-Competition; Non-Solicitation. The Parties hereby acknowledge and agree that Buyer would suffer irreparable injury if any Seller or member of the Selling Group were to compete with Buyer in activities related to the Business. The Parties further acknowledge that the Business has operations throughout the United States and that Buyer would suffer irreparable



injury if the Selling Group engaged in any competing activities anywhere within the United States. Therefore, except as permitted by the Buyer in writing, the Selling Group hereby covenants and agrees with Buyer that the Selling Group shall not during the period beginning on the date of Closing and continuing through the third anniversary of the Closing, directly or indirectly:

(a) be an officer in, director or trustee of any business venture in the United States that engages in activities, other than inconsequential activities, related to the Business; or

(b) have any shareholder, partnership, member or other ownership interest in excess of 10% in any business venture in the United States, other than inconsequential activities, related to the Business; or

(c) act as a consultant for any business venture in the United States that engages in activities, other than inconsequential activities, related to the Business; or

(d) solicit or hire any former employee of Seller hired by Buyer within thirty (30) days of Closing, except that the Seller Group may hire said employee so long as the employee is not involved in activities in competition with the Business; or

(e) solicit any customer, including bankruptcy law firms and lawyers, existing on the date of Closing to use any competing services to the Business.

Buyer acknowledges and agrees that the Selling Group shall be permitted to provide services to Buyer as contemplated herein, as well as market, advertise and provide bankruptcy services.

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ARTICLE VIII
MISCELLANEOUS

8.1 Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall, except as otherwise expressly provided, be mailed by registered or certified mail, or by recognized overnight courier service, or delivered by hand to the applicable Party at its address stated below. Except as otherwise expressly provided herein, each notice, demand or other communication (i) shall be effective three (3) days after deposit when deposited in the mail, postage prepaid, addressed as aforesaid; (ii) shall be effective one (1) day after deposit when deposited with a nationally recognized overnight courier service; (iii) shall be effective upon delivery when hand delivered; or (iv) shall be effective upon refusal of the Party to whom it was directed to accept delivery. Any Party may change its address by communication in accordance with this Agreement:

If to Seller: Start Fresh Today, LLC
 1830 N. University Drive, #342
 Plantation, FL 33322

MA

Start Fresh Today Instructional LLC
1830 N. University Drive, #342
Plantation, FL 33322

A-1 Debtor Education LLC
1830 N. University Drive, #342
Plantation, FL 33322

If to Buyer: Consumer Education Services, Inc.
3700 Barrett Drive
Raleigh, NC 27609

With a copy to: Catherine R. Stuart
Stuart Law Firm, PLLC
1033 Wade Avenue, Suite 202
Raleigh, NC 27605

8.2 Entire Agreement. This Agreement, including the Exhibits and Schedules attached hereto and the documents delivered pursuant hereto, sets forth all the promises, covenants, agreements, conditions and understandings between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained.

8.3 Binding Effect; Assignment. This Agreement shall be binding upon the Parties hereto, their beneficiaries, heirs and administrators. No Party may assign or transfer its interests herein, or delegate its duties hereunder, without the written consent of the other Party.

8.4 Amendment. The Parties hereby irrevocably agree that no attempted amendment, modification, or change of this Agreement shall be valid and effective, unless the Parties shall unanimously agree in writing to such amendment.

8.5 Costs. Except as may be otherwise provided in this Agreement, each Party shall bear their own costs related to this Agreement or any associated matters and transactions.

8.6 No Waiver. No waiver of any provision of this Agreement shall be effective, unless it is in writing and signed by the Party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

8.7 Gender and Use of Singular and Plural. All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the Party or Parties or their personal representatives, successors and assigns may require.



8.8 Counterparts. This Agreement and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument.

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

8.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of North Carolina and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in (a) Broward County, Florida, if brought against Seller and (b) in Raleigh, North Carolina, if brought against Buyer.

8.11 Further Assurances. The Parties hereto will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this Agreement.

8.12 Litigation. If any Party hereto is required to engage in litigation or arbitration against any other Party, either as plaintiff or as defendant, in order to enforce or defend any of its rights under this Agreement, and such litigation results in a final judgment in favor of such Party ("Prevailing Party"), then the Party or Parties against whom said final judgment is obtained shall reimburse the Prevailing Party for all reasonable direct, indirect or incidental expenses incurred by the Prevailing Party in so enforcing or defending its rights hereunder, including, but not limited to, all attorneys' fees, paralegals' fees and all sales tax thereon, and all court costs and other expenses incurred throughout all negotiations, trials or appeals undertaken in order to enforce the Prevailing Party's rights hereunder.

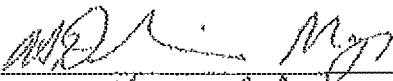
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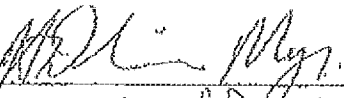
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year set forth above.

SELLER:

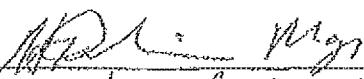
Start Fresh Today Instructional, LLC,
an Illinois limited liability company

By: 
Name, Title: Howard Dworkin, Manager

A-1 Debtor Education LLC,
a Kansas limited liability company


By: 
Name, Title: Howard Dworkin, Manager

Start Fresh Today, LLC,
a Florida limited liability company

By: 
Name, Title: Howard Dworkin, Manager

BUYER:

Consumer Education Services, Inc.,
A North Carolina non-profit corporation

By: 
Name, Title: DIANE CHEN, CEO

List of Schedules and Exhibits:

- Exhibit A - Bill of Sale
- Exhibit B - Escrow Agreement
- Exhibit C - Financial Reports
- Exhibit D - Technology Services Agreement
- Exhibit E - Hosting Services Agreement
- Schedule A - IP Assets
- Schedule B - Technology Assets
- Schedule C - Website Assets
- Schedule D - Telecommunication Assets
- Schedule E - Licensing Agreements

SCHEDULE A
IP ASSETS

The IP Assets, which shall constitute a part of the Purchased Assets, include, but are not necessarily limited to:

1. United States Patent and Trademark Registration No. 4,095,459 for the service mark with design: "Start Fresh Today"
2. United States Patent and Trademark Registration No. 3,153,624 for the service mark "Start Fresh Today"
3. Any remainder interest in abandoned United States Patent and Trademark Serial No. 85,357,741 service mark with design: "Flex Clear"
4. Any remainder interest in abandoned United States Patent and Trademark Serial No. 85,089,783 service mark: "FlexBlue"