

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348409

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900330565		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthy Munchy, LLC.		05/15/2015	LTD LIAB JT ST CO:
RECEIVING PARTY DATA			
Name:	Healthland, LLC.		
Street Address:	560 Lambert Rd		
City:	Brea		
State/Country:	CALIFORNIA		
Postal Code:	92821		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77656589	HEALTHY MUNCHY	
CORRESPONDENCE DATA			
Fax Number:	3108078391		
<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:	3104038509		
Email:	deron@datassential.com		
Correspondent Name:	Deron Quon		
Address Line 1:	2930 Westwood Blvd.		
Address Line 4:	Los Angeles, CALIFORNIA 90064		
NAME OF SUBMITTER:	Deron Quon		
SIGNATURE:	/Deron Quon/		
DATE SIGNED:	07/17/2015		
Total Attachments: 23			
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ASSET PURCHASE AGREEMENT

Among

**HEALTHLAND, LLC,
HEALTHY MUNCHY, LLC**

And its owners

**HOOAN LAHIJANI,
DERON QUON,
RABIH ARIDI**

AND

AARON AMID

Dated as of May [11], 2015

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is entered into as of May [11], 2015 (the "Execution Date") by and among Healthland, LLC, a Delaware limited liability company ("Buyer"), Healthy Munchy, LLC, a California limited liability company ("Seller"), and Hooman Lahijani, Deron Quon, Rabih Aridi and Aaron Amid, all individuals (collectively, "Owners" and each, an "Owner"). Buyer, Seller and Owners shall sometimes be referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Buyer is a health food products producer and supplier located in California;

WHEREAS, Seller is a producer and supplier of health food products including but not limited to children's' freeze-dried fruit snacks (the "Business");

WHEREAS, Owners own 100% of the equity of Seller; and

WHEREAS, Seller desires to sell to Buyer and Buyer desires to acquire from Seller substantially all of the assets of the Business, subject to all terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and incorporating the above recitals with and into this Agreement, the Parties agree as follows:

ARTICLE I TERMS AND CONDITIONS

1.1 Purchase and Sale of Assets. On the terms and conditions set forth herein, except for the Excluded Assets (as defined below), Seller hereby agrees to sell, convey, transfer, and assign to Buyer, and Buyer agrees to purchase and accept from Seller, all of Seller's right, title, and interest in and to all of the tangible and intangible assets used in the operation of the Business (collectively, the "Assets"). The Assets include, without limitation, the following: (a) any and all Deposits belonging to Seller; (b) all tangible assets used in the Business, including, without limitation, all Owned Equipment (as defined below), furniture, furnishings, fixtures, office, maintenance, and housekeeping supplies owned by Seller (the "Tangible Assets"); (c) the entire inventory of the Business ("Supplies"); all equipment used in the Business and owned by Seller ("Owned Equipment"); (e) [intentionally omitted]; (f) all equipment used in the Business and leased by Seller (the "Leased Equipment" and, together with the Owned Equipment, the "Equipment"); (g) all of Seller's licensed or owned computer software relating to the operation of the Business ("Software"); (h) all of the intangible assets associated with the Business, including, but not limited to, all goodwill and all professional and nonprofessional aspects of the Business and any and all rights to the name "Healthy Munchy"; (i) to the extent transferable by Seller to Buyer, all permits, licenses, franchises, and other authorizations obtained from Governmental Authorities or other similar rights, all permits, licenses, approvals, and certifications related to the operation of the Owned Equipment, whether obtained by any Governmental Authorities or not, and all data and records pertaining thereto related to the

Business (collectively, the "Permits"); (j) any and all right, title, and interest that Seller has or may have in and to any and all inventions, original works of authorship, developments, concepts, improvements, or trade secrets, whether or not patentable or registrable under copyright or similar Laws, related to the Business; and (k) all other tangible and intangible assets not otherwise expressly listed herein used by Seller in the operation of the Business, other than the Excluded Assets.

Notwithstanding the foregoing, Seller may retain copies of any Contracts, documents, correspondence, or records which are required to be retained pursuant to any Law or are subject to the attorney-client privilege, for financial reporting purposes, for tax purposes, for legal defense or prosecution purposes, or otherwise in connection with the Excluded Liabilities or the Excluded Assets.

1.2 Excluded Assets. Seller shall retain all rights, title, and interest in and to, and shall not transfer to Buyer, the following assets (collectively, the "Excluded Assets") (a) any cash, securities, cash equivalents, investment accounts, notes or premium refunds or insurance proceeds or other receivables of Seller relating to the Business, and any receivables from an employee of Seller (collectively, the "Accounts Receivable"); (b) any and all books, records, correspondence, and documents relating to Tax or corporate matters of Seller (including, documents records, correspondence, work papers, and other documents relating to the Accounts Receivable); (c) any insurance policies of Seller including any refunds paid or payable in connection with the cancellation or discontinuance of any such insurance policies, and any claims made on/or any such insurance policies (and any cash or surrender value thereon); (d) all bank and other depository accounts and safe deposit boxes of Seller; (e) all refunds of Taxes and Tax loss carryforwards of Seller relating to the Assets and the Business for any period or portion thereof ending on or prior to the Closing Date (and any such refunds received by Buyer shall be promptly paid over by Buyer to Seller); (f) all Permits that are not transferable from Seller to Buyer and (g) such other items as are reflected in Schedule 1.2(g) attached hereto and incorporated herein.

1.3 Liabilities and Obligations. Buyer does not and shall not assume any Liabilities of Seller (collectively, the "Excluded Liabilities").

1.4 Purchase Price; Allocation of Purchase Price.

(a) Purchase Price. Pursuant to the terms and conditions of this Agreement, in reliance upon the representations, warranties and covenants of Seller, and as consideration for the sale of the Assets, Buyer shall pay to Seller the aggregate purchase price of Fifty Thousand Dollars (\$50,000.00) (the "Purchase Price").

(b) Allocation of Purchase Price. Seller and Buyer agree that the Purchase Price shall be allocated among the Assets in accordance with their fair market values consistent with section 1060 of the Internal Revenue Code for all purposes (including Tax and financial accounting) as shown on the allocation schedule (the "Allocation Schedule"). The Allocation Schedule shall be prepared by Buyer and delivered to Seller within one hundred (180) days following the Closing Date, which Allocation Schedule shall be final and binding on the Parties.

ARTICLE 2 CLOSING

2.1 Closing. The closing of the transactions contemplated by this Agreement shall take place on the date hereof or at such other date and time as may be mutually agreed upon by the Parties (the "Closing"). The time and date on which the Closing is actually held is referred to herein as the "Closing Date." Unless otherwise agreed in writing by the Parties, the Closing shall be deemed effective for financial and accounting purposes as of 12:01 a.m., Pacific Time, on the date immediately following the Closing Date.

2.2 Seller Delivery of Documents. At or before the Closing, Seller shall deliver or cause to be delivered to Buyer the following documents or take the following actions, any of which may be waived by Buyer in its sole discretion:

(a) a bill of sale in the form of Exhibit A attached hereto (the "Bill of Sale"), duly executed by Seller;

(b) copies of all executed all third party consents and authorizations necessary to complete the transactions contemplated in this Agreement in connection with the transfer of the Assets by Seller to Buyer ("Required Consents"); and

(c) such other instruments, certificates, consents, or other documents as are reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof, or as required pursuant to the terms of this Agreement.

2.3 Buyer Delivery of Documents and Payment. At the Closing, Buyer shall deliver or cause to be delivered to Seller the following documents or take the following actions, any of which may be waived by Seller in its sole discretion:

(a) the Purchase Price, less the Nickelodeon Amount (as defined below), in the form of a check drawn on Buyer's bank account;

(b) Buyer shall, on behalf of Seller, pay \$15,240.00 (the "Nickelodeon Amount") to Nickelodeon, in the form of a check drawn on Buyer's bank account, which payment of the Nickelodeon Amount shall, together with the payment to Seller of the amount under Section 2.3(a), constitute full payment of the Purchase Price;

(c) the Bill of Sale, duly executed by Buyer; and

(d) such other instruments, certificates, consents, or other documents as are reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof, or as required pursuant to the terms of this Agreement.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLER AND OWNERS

Unless expressly stated otherwise, as of the Closing Date, Seller and Owners jointly and severally make all of the following representations and warranties in this Article 3 to Buyer, all of which are material representations and warranties upon which Buyer has relied as inducements to enter into this Agreement:

3.1 Authority of Seller; No Conflicts. This Agreement constitutes a valid and binding agreement by Seller, enforceable in accordance with its terms, and neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby nor compliance with any of the provisions hereof will:

(a) conflict with, or result in, a breach of any of Seller's corporate or governing documents;

(b) violate any applicable statute, law, rule or regulation or any other writ, injunction, or decree of any court of Governmental Authority;

(c) violate or conflict with or constitute a default under (or give rise to any right of termination, cancellation, or acceleration under) the terms or conditions or provisions of any note, instrument, bond, lease, mortgage, obligation, agreement, or understanding, arrangement or restriction of any kind to which Seller is a party or by which Seller or any of its assets or properties may be bound; or

(d) require the consent or approval by any Governmental Authority beyond those already obtained.

3.2 Organization and Power and Authority of Seller. Except as set forth on Schedule 3.2, Seller is a limited liability company entity duly organized, validly existing, and in good standing under the laws of the State of California, and has the right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement. No approvals or consents of any Persons are necessary for the execution, delivery, and performance of this Agreement by Seller, except as have been obtained. All action on the part of Seller necessary for the authorization, execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby has been taken.

3.3 Litigation.

(a) There are no actions, suits, claims, proceedings, agency charges, or investigations ("Actions") pending or threatened involving the Assets, Seller, the Business, and neither Seller nor the Business is subject to any outstanding award, decision, injunction, ruling, subpoena, writ, verdict, judgment, order, or decree of any Governmental Authority;

(b) There is no Action pending or threatened, that questions the legality or propriety of the transactions contemplated by this Agreement or seeks to prohibit consummation of the transactions contemplated hereby.

3.4 Legal and Regulatory Compliance. Seller is in compliance with all Laws, and has timely filed all reports, data, and other information required to be filed with Governmental Authorities. Seller has not received notice from any Person of any proceeding or investigation by Governmental Authorities alleging or based upon a violation of any Laws that (1) are currently pending or (2) if not currently pending, would otherwise have a material adverse effect on the Business after the Closing Date.

3.5 Customers and Suppliers.

(a) No material customer or supplier of the Business has terminated its relationship with Seller or materially reduced or changed the pricing or other terms of its business with Seller and no such customer or supplier has notified Seller in writing that it intends, and to the knowledge of Seller, no such customer or supplier intends, to terminate or materially reduce or change the pricing or other terms of its business with Seller.

(b) There have been no inspections or, to the knowledge of Seller, any investigations, notices or threats of any inspections or investigations, by or from any customer or supplier of Seller which are reasonably likely to materially and adversely impact Seller and the operation of the Business.

(c) There have been no inspections or written notices, investigations or threats of any inspections or investigations, by or on behalf of Seller, and, to the knowledge of Seller, there have been no inspections, written notices, investigations or threats of any inspections or investigations, by or on behalf of any Governmental Authority or other Person, of any supplier of Seller which relate to products manufactured, sold or delivered by Seller, and/or the materials used or incorporated in the manufacture and packaging of such products, or which are otherwise reasonably likely to materially and adversely impact Seller and the operation of the Businesses.

3.6 Product Warranty; Product Liability.

(a) Each product sold, distributed or manufactured by Seller prior to the Closing has been in conformity in all material respects with all product specifications, all applicable standards, all express and implied warranties and all applicable Laws, including without limitation, (i) the Federal Food, Drug, and Cosmetic Act, the Consumer Product Safety Act, the Consumer Product Safety Improvement Act, the Federal Hazardous Substances Act, the Poison Prevention Packaging Act and the Fair Packaging & Labeling Act, each as amended; (ii) any reporting obligations under any such Laws, and (iii) any notices or warnings required by the California Safe Drinking Water and Toxic Enforcement Act of 1986 (also known as "Proposition 65"). Seller has no Liability for replacement or repair of any such products or for other damages in connection therewith or for any other customer, consumer or product-related Liabilities not reserved against on the Books and Records of Seller.

(b) Seller has no Liability arising out of any injury to individuals or property related to any product designed, manufactured, assembled, repaired, maintained, delivered, sold or installed, or services rendered, by or on behalf of Seller.

(c) Seller has taken all steps reasonably necessary to ensure that all products and packaging manufactured, sold or delivered by or on behalf of Seller that were manufactured, assembled, processed or packaged by any other Person were manufactured, assembled, processed and packaged in conformity with all standards and Laws that are applicable to the manufacture, assembly, processing and packaging of such products in the United States, regardless of whether such manufacture, assembly, processing and/or packaging was conducted in or outside of the United States.

(d) Seller has not not received (i) any FDA Form 483's (or similar form or other written communication from a similar Governmental Authority) relating to any of Seller's products or technologies ("Seller Products"); (ii) any FDA (or any Governmental Authority, including without limitation, the U.S. Consumer Product Safety Commission) written notices of adverse findings relating to any Seller Products; or (iii) any warning letters or other written correspondence from the FDA, the U.S. Consumer Product Safety Commission (or similar Governmental Authority) concerning any Seller Products in which the FDA, the U.S. Consumer Product Safety Commission (or similar Governmental Authority) asserted that the operations of Seller were not in compliance with applicable Laws or guidelines relating to the Seller Products.

(e) There has not been any occurrence of any product recall, investigation, enforcement action, material market withdrawal or replacement, or post-sale warning conducted by or at the direction of Seller concerning any Seller Products, or, to the knowledge of Seller, any product recall, investigation, enforcement action, market withdrawal or replacement, or post-sale warning, including any such action conducted by, in conjunction with, or at the direction of any Governmental Authority, as a result of any alleged defect in the Seller Products or in connection with any report to any Governmental Authority required by Laws. To the knowledge of Seller, there are no circumstances for which reporting to any Governmental Authority or manufacturer of Seller is required under any applicable Laws with respect to Seller Products.

3.7 Sufficiency of Assets. The Assets constitute all assets, properties, goodwill, and businesses necessary to operate the Business as presently conducted by Seller.

3.8 Condition of Assets. Seller has, and immediately after the Closing, Buyer shall have, good and marketable title to, a valid leasehold interest in, or have the valid and enforceable right to use, all of the Assets, free and clear of any and all Encumbrances. Each tangible asset addressed in this Section 3.8 has been maintained in accordance with normal industry practice, is in good operating condition and repair (subject to normal wear and tear), and is suitable for the purposes for which it presently is used and is proposed to be used, and is free from defects (patent and latent).

3.9 Intellectual Property.

(a) Schedule 3.9(a) contains a list of all United States and foreign patents, pending patent applications, trademark registrations, pending trademark applications, copyright registrations, pending copyright applications and domain names owned or used by Seller in the Business.

(b) Seller either: (i) owns the entire right, title and interest in and to the items listed in Schedule 3.9(a), free and clear of Encumbrances; or (ii) has the right and license to use the same in the conduct of the Business, pursuant to a license or other agreement listed in Section 3.9(b). Seller has not granted any right or license to other parties for use of the Intellectual Property described in Schedule 3.9(a).

(c) (i) All patents and registrations identified in Schedule 3.9(a) are valid and in force, and all applications identified in Schedule 3.9(a) are pending without challenge (other than office actions that may be pending before the Patent and Trademark Office or its foreign equivalents); and (ii) the Intellectual Property owned by Seller and material to the conduct of the Business is valid and enforceable.

(d) (i) No written claim has been made, asserted or, to the knowledge of Seller, threatened that alleges that any Intellectual Property owned, licensed or used by Seller and material to the conduct of the Business infringes the Intellectual Property of another Person; and (ii) no litigation, arbitration or other proceeding is pending with respect to any Intellectual Property owned, licensed or used by Seller which is material to the conduct of the Business.

3.10 Environmental Compliance.

(a) Seller is in compliance with current applicable Laws relating to the handling, discharge, emission, release or disposal of any Hazardous Substances or wastes ("Environmental Laws") relating to the Business.

(b) Seller possesses all permits and licenses required under Environmental Laws for the operation of the Business.

(c) To the knowledge of Seller, there has been no release of any Hazardous Substance in the operation of the Business that is in violation of or is reasonably likely to lead to any Liability arising under any Environmental Law.

(d) Seller has not received any written notice of any, and to the knowledge of Seller there has been no, violation relating to the Business that has not been resolved, nor, to the knowledge of Seller, is any claim or action relating to the Business pending or threatened, asserting actual or potential Liability, under any Environmental Law.

3.11 Insurance. Seller currently maintains insurance policies with reputable carriers which provide coverage for Seller with respect to the Business in amounts and upon terms that are customary and adequate for similar businesses, operations, properties and locales as those of the Business. Such policies are in full force and effect and there are no outstanding

claims under any insurance policy or default with respect to provisions in any such policy which claim or default would reasonably be expected to have a material adverse effect on the Business.

3.12 Disclosure. No representation, statement, or information contained in this Agreement or any Contract or document executed in connection herewith or delivered pursuant hereto or thereto or made available or furnished to Buyer or its representatives by Seller or its representatives contains or will contain any untrue statement of a material fact or omits or will omit a material fact necessary to make the information contained therein not misleading.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

As of the Closing Date, Buyer makes the following representations and warranties to Seller that are material representations and warranties upon which Seller has relied as inducements to enter into this Agreement:

4.1 Authority of Buyer; No Conflicts. This Agreement constitutes a valid and binding agreement by Buyer, enforceable in accordance with its terms, and neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby nor compliance with any of the provisions hereof will:

(a) conflict with, or result in, a breach of Buyer's corporate or governing documents;

(b) to the knowledge of Buyer, violate any applicable statute, law, rule, or regulation or any other writ, injunction, or decree of any Governmental Authorities except any violation that would not individually or in the aggregate be reasonably likely to have a material adverse effect on Buyer;

(c) violate or conflict with or constitute a default under (or give rise to any right of termination, cancellation, or acceleration under) the terms or conditions or provisions of any note, instrument, bond, lease, mortgage, obligation, agreement, or understanding, arrangement, or restriction of any kind to which Buyer is a party or by which Buyer or any of its assets or properties may be bound; or

(d) require the consent or approval by any Governmental Authority beyond those already obtained.

4.2 Organization and Power and Authority of Buyer. No approvals or consents of any Persons are necessary for the execution, delivery, and performance of this Agreement by Buyer, except as have been obtained. Subject to the qualification below, no approvals or consents of any persons are necessary for the execution, delivery, and performance of this Agreement by Buyer except as have been obtained. The execution and delivery of this Agreement by Buyer and the performance by Buyer of all of its obligations hereunder have been duly authorized by all necessary corporate action.

ARTICLE 5
POST-CLOSING COVENANTS

5.1 Non-Competition Agreement. Seller and Owners each agree that for a period of five (5) years after the Closing Date, neither Seller, nor any Owner nor any of their respective Affiliates (collectively, the "Restricted Persons") shall, directly or indirectly, (a) engage in or assist others in engaging in the Business within the United States of America (the "Territory"); (b) have an interest in any Person that engages directly or indirectly in the Business within the Territory in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee or consultant; or (c) cause, induce or encourage any material actual or prospective client, customer, supplier or licensor of the Business (including any existing or former client or customer of Seller and any Person that becomes a client or customer of the Business after the Closing), or any other Person who has a material business relationship with the Business, to terminate or modify any such actual or prospective relationship; provided, that neither Seller nor any Owner shall be precluded from owning less than a one percent (1%) interest in the securities of any entity which are publicly traded on an established securities market.

5.2 Non-Solicit. For a period of five (5) years following the Closing Date, neither Seller nor any Owner shall, nor shall they permit any of their respective Affiliates to, directly or indirectly, induce or attempt to induce any employees or independent contractors of Buyer or Affiliate thereof engaged in the Business to leave the employ of such Person.

5.3 Non-Disparagement. Each Restricted Person agrees that at no time following the Closing shall any of such Persons make statements intended to or reasonably likely to be deemed to disparage, discredit or otherwise adversely reflect upon the reputation and public image of Buyer, or its Affiliates or any directors, officers or employees thereof or any direct or indirect investor therein.

5.4 Confidentiality. For a period of five (5) years following the Closing Date, each Restricted Person will, and will cause its representatives to, hold in strict confidence, and will not use to the detriment of Buyer or any of its Affiliates, any confidential information with respect to the Business. Notwithstanding the foregoing, each Restricted Person may disclose such confidential information (a) if compelled to disclose the same by judicial or administrative process or by other requirements of law, (b) if the same hereafter is in the public domain through no fault of such Restricted Person, or (c) if the same is later acquired by a Restricted Person from another source and to such Restricted Person's knowledge such source is under no obligation to keep such information confidential. If a Restricted Person becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demands, or similar process) or required by a regulatory body to make any disclosure that is prohibited by this Section, such Restricted Person shall provide Buyer with prompt notice (to the extent such notice is not prohibited by Law) of such requirement so that Buyer may seek an appropriate protective order or other appropriate remedy. Subject to the foregoing, each Restricted Person may furnish that portion (and only that portion) of such information that it is legally compelled or otherwise required to disclose.

5.5 Reasonable Restrictions. Each Restricted Person acknowledges that the restrictions contained in Sections 5.1 through 5.4 are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in Sections 5.1 through 5.4 should ever be adjudicated to exceed the time, geographic, product or service or other limitations permitted by applicable Law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service or other limitations permitted by applicable Law. The covenants contained in Sections 5.1 through 5.4 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

5.6 Receipt of Monies. If Buyer or Seller receives funds that are the property of the other Party, they will promptly transfer such funds to the appropriate Party.

5.7 Taxes. Buyer shall pay any and all federal, California and other Taxes imposed or assessed at any time following the Closing upon the Business or any of the Assets or with respect to any receipts, income, sales, transactions or other business activities; in all cases if incurred after the Closing Date. Seller shall pay any and all federal, California, and other Taxes imposed or assessed at any time prior to and on the Closing Date upon the Business or any of the Assets or with respect to any receipts, income, sales, transactions, or other business activities; in all cases if incurred on or before the Closing Date.

5.8 Transfer Taxes. Seller shall pay all sales, use, transfer, real property gains, documentary and stamp Taxes, and recording and filing fees applicable to any transaction contemplated by this Agreement.

5.9 Employees and Benefits.

(a) Hiring of Employees. Buyer may in its sole discretion make offers of employment, or to cause its Affiliates to make offers of employment, to Seller's employees. Such offers of employment shall be on such terms and conditions as Buyer determines in its sole and absolute discretion, and shall be subject to all applicable policies and procedures of Buyer, including, but not limited to, customary background checks and screening in accordance with and as may be required by applicable law and regulation. Any individual who accepts such an offer of employment and who was an employee of Seller as of the Closing Date is referred to herein as a "Hired Employee."

(b) No Third Party Beneficiaries. Nothing herein is intended to, and shall not be construed to, create any third party beneficiary rights of any kind or nature, including, without limitation, the right of any Hired Employee or other individual to seek to enforce any right to compensation, benefits, or any other right or privilege of employment with Seller or Buyer. No employees or otherwise may rely on this Agreement as the basis for any breach of contract claim against Seller or Buyer or any

related entity. Nothing in this Agreement shall be deemed or construed to require Seller, Buyer, or any related entity to employ any particular employee for any period of time. Nothing in this Agreement shall be deemed or construed to limit Seller's, Buyer's, or any related entity's right to terminate the employment of any employee, and nothing in this Agreement shall modify or amend any employee benefit plan or other agreement, plan, program, or document.

ARTICLE 6 INDEMNIFICATION

6.1 Seller's and Owners' Indemnification Obligations. Seller and Owners agree to jointly and severally indemnify and hold Buyer, together with its Affiliates, officers, directors, successors, and assigns (each, an "Indemnified Party" and collectively, the "Buyer Indemnified Parties"), harmless from and in respect of any claims, losses, expenses, damages, obligations and liabilities (including costs of collection and reasonable attorneys' fees) of any kind or nature whatsoever (collectively, "Losses"), that may be sustained or suffered by Buyer arising out of or resulting from (a) any misrepresentation, breach, or nonfulfillment of any representation, warranty, covenant, or agreement of or by Seller or an Owner in this Agreement, (b) any Liability, agreement, claim or obligation of Seller (including, without limitation, claims by third parties) that existed or is claimed to have existed or arose from events related to the operation of the Business prior to the Closing Date, (c) any Excluded Assets or Excluded Liabilities, and (d) the matter disclosed on Schedule 3.2.

6.2 Buyer's Indemnification Obligations. Buyer agrees to indemnify and hold Seller, together with its Affiliates, officers, directors, successors, and assigns (each, an "Indemnified Party" and collectively, the "Seller Indemnified Parties"), harmless from, against, and in respect of any Losses that may be sustained or suffered by Seller arising out of or resulting from (a) any misrepresentations, breach or nonfulfillment of any representation, warranty, covenant, or agreement of or by Buyer in this Agreement and (b) any Liability, agreement, claim, or obligation of Buyer (including, without limitation, claims by third parties) that existed or is claimed to have occurred after the Closing Date.

6.3 Notice of Asserted Liability.

(a) The Indemnified Party shall promptly notify in writing (a "Claim Notice") the indemnifying Party (the "Indemnifying Party") of any matter giving rise to an obligation to indemnify setting forth, in reasonable detail, the identity, nature and estimate of the asserted Losses and a reference to the provision of this Agreement or any other agreement, document or instrument executed hereunder or in connection herewith upon which such claim is based; provided, however, that the failure of any Indemnified Party to give the Claim Notice promptly as required by this Section 6.3(a) shall not affect such Indemnified Party's rights under this Article 6 except to the extent such failure is actually prejudicial to the rights and obligations of the Indemnifying Party.

(b) After the giving of any Claim Notice pursuant hereto, the amount of indemnification to which an Indemnified Party shall be entitled under this Article 6 shall be determined: (i) by the written agreement between the Indemnified Party and the

Indemnifying Party; (ii) in accordance with the dispute resolution procedures set forth in this Agreement; or (iii) by any other means to which the Indemnified Party and the Indemnifying Party shall agree. All amounts due to the Indemnified Party as so finally determined shall be paid by wire transfer within thirty (30) calendar days after such final determination.

6.4 Third Party Claims. If the Indemnifying Party notifies the Indemnified Party within ten (10) calendar days of receipt of a Claim Notice relating to a Third Party Claim that the Indemnifying Party intends to defend the Indemnified Party against such Third Party Claim, then the Indemnifying Party will have the right to defend, at its sole cost and expense, the Third Party Claim by all appropriate proceedings, which proceedings will be diligently prosecuted by the Indemnifying Party to a final conclusion or settled at the discretion of the Indemnifying Party (with the consent of the Indemnified Party, such consent not to be unreasonably withheld). The Indemnified Party shall promptly deliver to the Indemnifying Party, within ten (10) calendar days after the Indemnified Party's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnified Party relating to the Third Party Claim. Notwithstanding the foregoing, should a Person be physically served with a complaint with regard to a Third Party Claim, the Indemnified Party must notify the Indemnifying Party with a copy of the complaint within ten (10) calendar days after receipt thereof and shall deliver to the Indemnifying Party within ten (10) calendar days after the receipt of such complaint copies of notices and documents (including court papers) received by the Indemnified Party relating to the Third Party Claim (or in each case such earlier time as may be necessary to enable the Indemnifying Party to respond to the court proceedings on a timely basis). A "Third Party Claim" shall mean a claim or demand for which an Indemnifying Party would be liable for Losses and the claim or demand is made by a Person other than an Indemnified Party. The Indemnifying Party will have full control of such defense and proceedings; provided that if the Indemnified Party desires to participate in the defense of a claim being defended by the Indemnifying Party, it may do so at its sole cost and expense, provided that the Indemnifying Party shall retain control over such defense. In the event the Indemnifying Party does not defend or settle such claim, the Indemnified Party may do so without the Indemnifying Party's participation, in which case the Indemnifying Party shall pay the expenses of such defense, and the Indemnified Party may settle or compromise such claim without the Indemnifying Party's consent. The failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party is actually prejudiced by such failure to give notice.

ARTICLE 7 CERTAIN DEFINED TERMS

As used in this Agreement, and unless the context requires a different meaning, the following terms have the meanings given below:

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with another Person and includes the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of securities, election or appointment of directors, by Contract or otherwise; provided, that in the case of Seller, the term "Affiliate" shall include, without

limitation, each subsidiary of Seller and each and every sister corporation or other form of corporate entity of Seller.

“Contracts” means all commitments, contracts, the lease(s), licenses, agreements, and understandings, written or, to the extent such terms are reduced to writing and included in a schedule attached to this Agreement, oral, relating to the Assets or the operation of the Business to which Seller is a party or by which it or any of the Assets are bound, including agreements with payors, physicians, and other providers, agreements with health maintenance organizations, independent practice associations, preferred provider organizations and other managed care plans and alternative delivery systems, joint venture and partnership agreements, management, employment, retention and severance agreements, vendor agreements, real and Personal Property leases and schedules, maintenance agreements and schedules, agreements with municipalities and labor organizations, and bonds, mortgages, and other loan agreements.

“Deposits” means any utility, security, or other deposits, prepayments, or prepaid expenses (including any prepaid insurance premiums and vendor and customer deposits) relating to any Asset or Contract of Seller.

“Encumbrances” means liabilities, levies, claims, charges, assessments, mortgages, security interests, liens, pledges, conditional sales agreements, title retention contracts, rights of first refusal, options to purchase, restrictions and other encumbrances, and agreements or commitments to create or suffer any of the foregoing.

“Governmental Authorities” means all agencies, authorities, bodies, boards, commissions, courts, instrumentalities, legislatures, and offices of any nature whatsoever of any federal, state, county, district, municipal, city, foreign, or other government or quasi-government unit or political subdivision, and private arbitration panels or dispute resolution makers.

“Laws” means, with respect to any Person, all statutes, ordinances, bylaws, codes, rules, regulations, restrictions, orders, judgments, writs, injunctions, decrees, determinations, or awards of any Governmental Authority having jurisdiction over such Person or any of such Person’s assets or businesses.

“Person” means any individual, company, body corporate, association, partnership, firm, joint venture, trust, trustee, or Governmental Authority.

“Tax” means any income, unrelated business income, gross receipts, license, payroll, employment, excise, severance, stamp occupation, privilege, premium, windfall profits, environmental (including taxes under section 59A of the Code), customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, stamp, sales, use, transfer, registration, escheat, unclaimed property, value added, alternative or add-on minimum, estimated, or other tax, assessment, charge, levy, or fee of any kind whatsoever, including payments or services in lieu of Taxes, interest, or penalties on and additions to all of the foregoing, which are due or alleged to be due to any Governmental Authority, whether disputed or not.

“Tax Return” means any return, declaration, report, claim for refund, information return, or statement, including schedules and attachments thereto and amendments, relating to Taxes.

**ARTICLE 8
MISCELLANEOUS**

8.1 Notices. All notices required by this Agreement shall be in writing, and shall be deemed effective when personally delivered; when mailed by certified or registered mail, return receipt requested; or when deposited with a comparably reliable postal delivery service (such as Federal Express) or other courier service, or sent by facsimile or other electronic transmission system, addressed to the other Party(ies) as follows:

If to Buyer: Healthland, LLC
560 W. Lambert Road, Suite # B
Brea, CA 92821
Attention: CEO
Facsimile: (909) 972-9466
Email: drfresh@healthlandllc.com

If to Seller: Healthy Munchy, LLC
2930 Westwood Blvd., Suite 100
Los Angeles, CA 90064
Attention: CEO
Facsimile: (310) 740-9728

If to any Owners: c/o Healthy Munchy, LLC
2930 Westwood Blvd., Suite 100
Los Angeles, CA 90064
Attention: Name of applicable Owner
Facsimile: (310) 740-9728

The above addresses may be changed by a notice delivered as set forth in this Section 8.1.

8.2 Assignment. The rights of a Party under this Agreement shall not be assignable by such Party without the prior written consent of the other Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

8.3 Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules (the "Arbitration Rules") of the American Arbitration Association (the "AAA"), and judgment on the award rendered may be entered in any court having jurisdiction thereof. Such arbitration shall be held in Orange County, California. The Parties shall be entitled to conduct discovery to the full extent provided by Section 1283.05 of the California Code of Civil Procedure, which is incorporated herein by reference and made applicable to all claims arbitrated under this Agreement. In addition, each Party shall have the right to request and obtain production of documents that would be discoverable in civil litigation. All other discovery shall be allowed only as permitted by the arbitrator under the Arbitration Rules. The arbitrator's award shall consist of a written statement

regarding the disposition of each claim and the relief, if any, awarded as to each claim. The arbitrator will also provide a concise written statement of his or her reasons stating the essential findings or conclusions on which the award is based.

(a) Good Faith Finding. In addition to resolving the dispute, the arbitrator shall make a finding of whether the Parties to the arbitration acted in good faith. If both Parties are found by the arbitrator to be acting in good faith or in bad faith, they shall share equally the expenses and fees of the arbitration and bear their own legal costs. If, however, one Party is found not to be acting in good faith, then that Party alone will bear the expenses and fees of the arbitration including the other Party's legal costs. The expenses and fees subject to this Section 8.3 shall be limited to filing fees, arbitration fees, location fees, and reasonable attorneys' fees.

(b) Equitable Relief and Enforcement. Notwithstanding any other provision set forth in this Agreement, with respect to the enforcement of any term of this Agreement for which monetary damages would be inadequate, either Party shall be entitled to seek appropriate equitable relief to enforce its rights under this Agreement, without engaging in the process set forth in this Section 8.3 (the "Dispute Resolution Process"). Such right to equitable relief shall be in addition to any resolution reached pursuant to the Dispute Resolution Process.

8.4 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than Buyer and Seller and their respective successors and permitted assigns.

8.5 No Modification or Amendment to Any Other Agreement, Plan, Program, or Document. No provision in this Agreement shall modify or amend any other agreement, plan, program, or document unless this Agreement explicitly states that the provision "amends" that other agreement, plan, program, or document. This shall not prevent the Parties entitled to enforce this Agreement from enforcing any provision in this Agreement, but no other Party shall be entitled to enforce any provision in this Agreement on the grounds that it is an amendment to another agreement, plan, program, or document, unless the provision is explicitly designated as such in this Agreement, and the Party is otherwise entitled to enforce the other agreement, plan, program, or document. If a Party not entitled to enforce this Agreement brings a lawsuit or other action to enforce any provision in this Agreement as an amendment to another agreement, plan, program, or document, and that provision is construed to be such an amendment despite not being explicitly designated as one in this Agreement, that provision shall lapse retroactively, as of its inception, thereby precluding it from having any amendatory effect.

8.6 Execution of Agreement; Counterparts; Electronic Signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The exchange of copies of this Agreement and signature pages by facsimile transmission, by electronic mail in portable document format ("PDF") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

8.7 Governing Law. This Agreement shall be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of California.

8.8 Entire Agreement; Modification. This Agreement, including the exhibits and schedules referred to herein, comprises the entire agreement of the Parties relating to the subject matter contained herein and may not be amended except by a written amendment signed by the Parties hereto.

8.9 Headings; Syntax. The headings used in this Agreement are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the Parties thereto. All references made and pronouns used herein shall be construed in the singular or plural and in such gender as the sense and circumstances require.

8.10 Construction/Severability. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, is deemed invalid or unenforceable, then such provision shall be modified to the minimum extent necessary to make its application valid and enforceable, and the validity and enforceability of all of the provisions of this Agreement, and all other applications of such provisions, shall not be affected.

8.11 Waiver. The waiver by a Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be a waiver of, any subsequent breach thereof, nor shall it be deemed or constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

8.12 Survival. No covenant or agreement contained herein to be performed prior to the Closing Date shall survive such Closing Date unless otherwise expressly agreed by the Parties and any covenant and agreement to be performed after the Closing Date shall survive the Closing indefinitely, except as otherwise provided herein.

8.13 Expenses. Except as otherwise provided for in this Agreement, each Party will pay all costs and expenses incurred by it incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses, and disbursements of its counsel, accountants, advisors, and consultants.

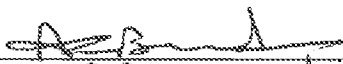
8.14 References to U.S. Dollars. All references in this Agreement to amounts of money expressed in dollars are references to United States dollars, unless otherwise indicated.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

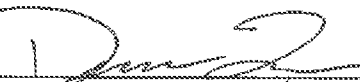
BUYER

Healthland, LLC,
a Delaware limited liability company


By: 
Name: Mary Roush
Its: COO

SELLER

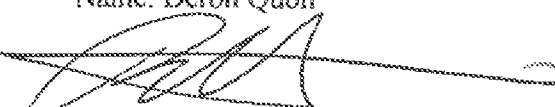
Healthy Munchy, LLC,
a California limited liability company

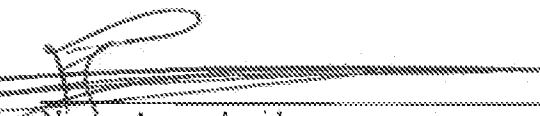
By: 
Name: DERON QUON
Its: CEO

OWNERS


Name: Nooman Lahijani


Name: Deron Quon


Name: Rabih Aridi


Name: Aaron Amid

[Signature Page to Asset Purchase Agreement]

TRADEMARK
REEL: 005577 FRAME: 0908

EXHIBIT A
BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENT, that Healthy Munchy, LLC, a California limited liability company ("Seller"), for and in consideration of the Purchase Price paid by Healthland, LLC, a Delaware limited liability company ("Buyer"), pursuant to that certain Asset Purchase Agreement by and among Buyer, Seller and the other parties thereto, dated as of May [11], 2015 (the "Purchase Agreement"), the receipt of which is hereby acknowledged, hereby sells, conveys, transfers, assigns and delivers to Buyer all of Seller's right, title and interest in the Assets, all as more particularly described in the Purchase Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

Seller hereby constitutes and appoints Buyer and its successors and assigns, as the true and lawful attorney-in-fact of Seller in connection with the transactions contemplated by this instrument, with full power of substitution, in the name and stead of Seller but on behalf of and for the benefit of Buyer and its successors and assigns, to demand and receive any and all of the Assets hereby conveyed, assigned, transferred or intended so to be and to give receipts and releases for an in respect of the same and any party thereof, and from time to time institute and prosecute in the name of Seller or otherwise, for the benefit of Buyer or its successors and assigns, proceedings at law, in equity, or otherwise, which Buyer or its successors or assigns reasonably deem proper in order to collect or reduce to possession or enforce any of the Assets and to do all acts and things in relation to the assets which Buyer or its successors or assigns reasonably deem desirable.

Seller for itself and its successors and assigns, hereby covenants and agrees that, at any time and from time to time forthwith upon the request of Buyer, Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably requested by Buyer in order to assign, transfer, set over, convey, assure and confirm unto, and vest in, Buyer, its successors and assigns, any or all of the Assets conveyed to Buyer hereunder.

This Bill of Sale is being made by each of Seller and Buyer pursuant to the requirements of the Purchase Agreement, the terms and conditions of which are incorporated herein by this reference, and this Bill of Sale shall be subject to such terms and conditions. Nothing set forth in this Bill of Sale is intended to or shall expand, enlarge, modify, restrict, limit, or abridge any of the terms, representations, warranties, covenants, conditions, agreements, provisions, rights, benefits, obligations or liabilities of Seller or Buyer beyond that set forth in the Purchase Agreement. In the event of any conflict, ambiguity or discrepancy between the terms or conditions of the Purchase Agreement and this Bill of Sale, the terms and conditions of the Purchase Agreement shall be controlling in all respects.


This instrument, which may be executed in counterparts including via facsimile and electronic mail with scan attachment, shall be binding upon and shall inure to the benefit of the respective successors and assigns of Seller and Buyer.

[Exhibit A]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and effective as of 11:59 pm on May __, 2015 with the condition that it shall have the same effect as an instrument under seal.

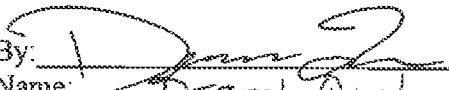
BUYER

Healthland, LLC,
a Delaware limited liability company

By: 
Name: Ajay Bansal
Its: COO

SELLER

Healthy Munchy, LLC,
a California limited liability company

By: 
Name: DERON OWEN
Its: CEO

[Signature Page to Bill of Sale]

TRADEMARK
REEL: 005577 FRAME: 0910

Schedule 1.2(g)

EXCLUDED ASSETS

None

Schedule 3.2

ORGANIZATION AND POWER AND AUTHORITY OF SELLER

Seller is not in good standing with the Secretary of State and the Franchise Tax Board of the State of California.

Schedule 3.9(a)

INTELLECTUAL PROPERTY

- The name "Healthy Munchy LLC"
- The name " Healthy Munchy" and its trademark registration certificate (Serial No. 77656589, Filing Date January 26, 2009; Registration Date: August 11, 2009)
- Domain -- www.healthymunchy.com
- Artwork of Healthy Munchy, spongebob and Dora products.
- Any presentations used in the past with the customers.