

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350007

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Franklin Learning Systems, Inc.		07/17/2014	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	Manson Western Corporation
Also Known As:	WPS / Western Psychological Services
Street Address:	625 Alaska Ave.
City:	Torrance
State/Country:	CALIFORNIA
Postal Code:	90503
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3743520	FRANKLIN LEARNING SYSTEMS
Registration Number:	2050836	POLITICS AS USUAL
Registration Number:	2052597	YOU'RE THE BOSS
Registration Number:	2052601	YOU'RE HIRED!
Registration Number:	2185712	MEETING OF THE MINDS
Registration Number:	2439555	FEELINGS FAIR
Registration Number:	4437451	SMART SHARKS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 310-562-8605
 Email: rconnolly@rconnollylaw.com
 Correspondent Name: Ryan Connolly
 Address Line 1: 8484 Wilshire Blvd. #515
 Address Line 4: Beverly Hills, CALIFORNIA 90211

NAME OF SUBMITTER:	Ryan Connolly
---------------------------	---------------

SIGNATURE:	/Ryan Connolly/
DATE SIGNED:	07/31/2015
Total Attachments: 16 source=Asset Purchase Agmt - WPS-FLS - Fully Executed 7-18-14#page1.tif source=Asset Purchase Agmt - WPS-FLS - Fully Executed 7-18-14#page2.tif source=Asset Purchase Agmt - WPS-FLS - Fully Executed 7-18-14#page3.tif source=Asset Purchase Agmt - WPS-FLS - Fully Executed 7-18-14#page4.tif source=Asset Purchase Agmt - WPS-FLS - Fully Executed 7-18-14#page5.tif source=Asset Purchase Agmt - WPS-FLS - Fully Executed 7-18-14#page6.tif source=Asset Purchase Agmt - WPS-FLS - Fully Executed 7-18-14#page7.tif source=Asset Purchase Agmt - WPS-FLS - Fully Executed 7-18-14#page8.tif source=Asset Purchase Agmt - WPS-FLS - Fully Executed 7-18-14#page9.tif source=Asset Purchase Agmt - WPS-FLS - Fully Executed 7-18-14#page10.tif source=Asset Purchase Agmt - WPS-FLS - Fully Executed 7-18-14#page11.tif source=Asset Purchase Agmt - WPS-FLS - Fully Executed 7-18-14#page12.tif source=Asset Purchase Agmt - WPS-FLS - Fully Executed 7-18-14#page13.tif source=Asset Purchase Agmt - WPS-FLS - Fully Executed 7-18-14#page14.tif source=Asset Purchase Agmt - WPS-FLS - Fully Executed 7-18-14#page15.tif source=Asset Purchase Agmt - WPS-FLS - Fully Executed 7-18-14#page16.tif	

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is entered into on July 17, 2014 between Manson Western Corporation, a California corporation doing business as Western Psychological Services / WPS (the "Buyer" or "WPS"), and Franklin Learning Systems, Inc., a Connecticut corporation (the "Seller" or "FLS"), which was founded and is owned by Franklin Rubenstein (the "Owner").

WHEREAS, the Seller has owned and operated, and continues to own and operate, a business known as Franklin Learning Systems, or FLS, specializing in the development and publication of educational games (the "Business");

WHEREAS, the Seller has agreed to sell and the Buyer has agreed to purchase certain assets and operations of the Business; and

WHEREAS, the Owner owns 100% of the equity interest in the Seller and has agreed to join in this Agreement for the purpose of making certain representations, warranties, and agreements.

Therefore, the parties agree as follows:

1. Sale of the Purchased Assets. Subject to the provisions set forth in this agreement, on the date that this Agreement has been executed by both parties (the "Closing Date"), the Seller hereby sells, conveys, assigns, and transfers to the Buyer all right, title and interest in and to the assets and operations of the Business, including but not limited to all tangible and intangible assets, but excluding the Excluded Assets (as defined below), free and clear of any and all liens and encumbrances, and the Buyer hereby accepts the sale, conveyance, assignment, and transfer of these assets and operations.

The assets being transferred ("Purchased Assets") specifically include, but are not limited to, the following:

- (i) all copyrights, trademarks, title, and interest in all FLS games, materials, and products or, to the extent any of the foregoing are subject to licenses, all of Seller's right, title and interest into such licenses, whether as a licensor or licensee as the case may be (a list of all assets indicating which titles are subject to a license is attached hereto as Exhibit A);
- (ii) all goodwill of the Business, including the trade names "Franklin Learning Systems" and "FLS" and brand associated therewith;
- (iii) all Business knowhow and operations, including contact information for all suppliers, manufacturers, vendors, etc.;
- (iv) all customer lists, customer data, and contact information (including current, former, and prospective customers and clients);
- (v) all intellectual property associated with the Business (including copyrights whether registered or unregistered, trademark and trade dress registrations and rights) or, to the extent any of the foregoing are subject to licenses, all of

- Seller's right, title and interest into such licenses, whether as a licensor or licensee as the case may be;
- (vi) all inventory, including finished goods, works in process, and component items;
 - (vii) all author / licensor contracts, the business relationship with Guidance Group, LLC (as assignee of Instant Help Publications) per the memo drafted by Seller and attached hereto as Exhibit B (which is warranted by Seller and Owner to be accurate and complete), and any additional agreements which Seller and Buyer mutually agree in writing to include as assigned contracts (collectively, the "Assigned Contracts");
 - (viii) all website domains and files, including all variants of www.franklinlearning.com, and all social media accounts affiliated with the Business;
 - (ix) all mailing lists, advertising and promotional materials, and all other documents used by the Seller in the operation of the Business (whether in hard copy or electronic form);
 - (x) all other materials associated with the Business.

Any provision of this Agreement to the contrary notwithstanding, there shall be excluded from the purchase and sale contemplated hereunder the following assets of Seller (collectively, the "Excluded Assets"):

- (a) All cash and cash equivalents of Seller, and all bank accounts.
- (b) All accounts receivable of Seller.
- (c) All rights of Seller under this Agreement or any other agreement executed by Seller in connection herewith.
- (d) Seller's tax returns and refunds as of the Closing Date.
- (e) Seller's organizational books and records, including minutes of all corporate proceedings.
- (f) All rights to receive mail and other communications addressed to Seller or agents relating to any of the Excluded Assets or Seller's liabilities.
- (g) All rights of Seller, including any refunds, with respect to insurance policies maintained by Seller for any periods prior to the Closing Date.
- (h) All rights of Seller with respect to utility and other deposits.
- (i) Seller's furniture, computers, computer hardware and software, printers, copiers and other office equipment.
- (j) Seller's telephone, facsimile, and e-mail numbers and addresses.
- (k) Seller's accounting and financial books and records ("Books and Records"), provided, that Seller shall provide, at its expense (if any), Buyer, and Buyer may retain (in whatever form provided) duplicate copies of the Books and Records and such other records pertinent to the operation of the Business which Buyer may reasonably request.
- (l) Inventory needed by Seller to fulfill customer orders through the end of business six (6) business days after the Closing Date.

All non-tangible assets shall transfer to the Buyer on the Closing Date. All art files (including all fonts and linked files such as photographs, graphics, etc.), production files, text files, and other electronic content shall be copied to an external hard drive and shipped by Seller to be received by Buyer by no later than thirty (30) days after the Closing Date. All hard copies of documents and records, including the original copies of all author / licensor contracts, customer lists, etc. shall be shipped to Buyer no later than two (2) weeks after the Closing Date. The transfer of all website domains and social media accounts shall be made no later than seven (7) business days after the Closing Date. If Seller has not transferred each of the above items by the time the final payment of the Inventory Purchase Price (referenced below in Paragraph 3) becomes due, Buyer may hold back the final payment of the Inventory Purchase Price until the item(s) have been transferred.

Seller will fulfill all customer orders that are placed through the end of business six (6) business days after the Closing Date. Buyer will fulfill all orders beginning seven (7) business days after the Closing Date. Seller will transmit any orders that it receives more than six (6) business days after the Closing Date to Buyer so that Buyer may fulfill these orders.

The parties acknowledge that there are three product titles that have not yet been published included in the transfer of Purchased Assets. The Seller acknowledges that two of these products, *Positive Press* and *Eye on Empathy*, are ready for production. Seller agrees to transfer all content, text files, art files, designs, and permissions for such titles within thirty (30) days after the Closing Date. It is understood that the third title, *Risk vs. Reward*, is not complete and requires more work by the artist and editor. Owner agrees to work with the artist and editor and to use commercially reasonable efforts to complete that title within ninety (90) days of the Closing Date. Seller also agrees to pay the fees of such artist and editor. Buyer will hold back \$20,000 of the Inventory Purchase Price (referenced below in Paragraph 3) until Seller has completed and transferred all content, text files, art files, designs, and permissions for *Risk vs. Reward*. Buyer shall pay Seller the \$20,000 that was held back within ten (10) business days of receipt by Buyer of the final work.

2. Limited Assumption of Liabilities. Effective as of the Closing, the Buyer hereby assumes and agrees to satisfy and discharge as the same shall become due, all of Seller's obligations under the Assigned Contracts listed on Exhibit A, but only to the extent any such obligations arise and accrue after the Closing Date, do not relate to a breach thereof by Seller, and a copy of the written agreement containing the obligation has been forwarded to Buyer by Seller before the Closing Date. Buyer also hereby assumes and agrees to indemnify Seller and Owner for any and all product liability claims which accrue and arise from products sold after the Closing in relation to the Business (Seller and Owner represents that no such claims have been previously asserted.) Seller agrees to indemnify Buyer for any claims accruing or arising from products sold prior to the Closing. The Buyer does not assume any other obligation or liability of the Seller or the Owner, and the Seller or the Owner (or both, as applicable), will continue to be liable for any and all other liabilities of the Seller or the Owner or

both. Except with regard to the Assigned Contracts, the Buyer does not assume any liability under any existing contracts or liabilities arising before the Closing Date. Similarly, the Seller will not be responsible for any liability that arises solely from the Buyer's operation of the Business after the Closing Date.

Other than liabilities of Seller which have arisen in connection with this Agreement, the Owner warrants that no liabilities of Seller exist on the Closing Date except those which have arisen in the ordinary course of Seller's business and are not past due. Owner indemnifies Buyer and agrees to defend and hold Buyer free and harmless against any such liabilities. The Seller and Owner acknowledge that the Buyer may deduct such liabilities (if any) which result in an actual out-of-pocket expense to Seller from any royalty or other payments due hereunder, provided that Buyer informs Owner in writing of the circumstances relevant thereto.

3. Inventory Purchase Price. The total purchase price for the inventory (including finished goods, works in process, and component items) is \$250,000 (the "Inventory Purchase Price") as long as the value of the inventory on the Closing Date is no less than \$210,000. If the value of inventory is less than \$210,000 on the Closing Date, the Inventory Purchase Price will be reduced by the corresponding amount. Prior to each shipment of inventory, Seller shall provide Buyer with a complete list of inventory on such shipment with corresponding values. Inventory value shall be calculated by using Seller's actual cost per unit of inventory (per inventory lists / values previously provided to Buyer). Inventory shall be delivered and paid for in accordance with the following provisions:

- (a) *Shipments From Stratford CT*. Seller will arrange for the shipment of a full trailer of finished goods to Buyer as soon as reasonably practicable (not later than two (2) weeks after the Closing Date). This trailer will contain some inventory of every game and enable Buyer to count, stock the items, and prepare them for shipment after orders start coming in. Buyer will pay for the inventory value of this shipment within ten (10) business days of Buyer's physical receipt thereof. Seller will arrange for the shipment of a second trailer with the remaining inventory of Seller (other than inventory coming from China) as soon as is commercially practicable, but not later than thirty (30) days after closing. Buyer will pay for the inventory value of this shipment within ten (10) business days of Buyer's physical receipt thereof (unless any monies are held back pursuant to other provisions of this Agreement). The Buyer will be responsible for payment of all freight charges including, but not limited to, insurance, to move materials from *Stratford, Connecticut* to *Torrance, California*. The Seller will be responsible for packing such materials and will use commercially reasonable means to minimize the likelihood of damage during shipment. The Seller will be responsible for any damages or losses that occur prior to the inventory being placed on the trailer for shipment.

- (b) *China Shipment.* The parties acknowledge that a shipment of approximately 10,000 units of the "Toss and Learn" product is currently in production in China and will be shipped directly to a designated port of entry in California (the "Port of Entry"). The parties agree that any charges that are incurred and paid by Buyer, including importation charges, freight charges, production charges, or any other charges from the manufacturer or importer to move the materials from China to the Port of Entry will be deducted from the Inventory Purchase Price that is paid to Seller. The Buyer, however, shall pay all shipping charges to move the materials from the Port of Entry to Buyer's warehouse. Notwithstanding the foregoing, it is understood that the importer prefers that Seller make the final payment, which is due within thirty (30) days of receipt, and, subject to receipt of delivery of the shipment to the Port of Entry, Buyer agrees to pay Seller for this shipment to enable Seller to make such payment to the importer on a timely basis. Buyer will advise Seller of any issues as to quality before payment is made. Buyer will pay for the inventory value of this shipment within ten (10) business days of Buyer's physical receipt thereof (unless any monies are held back pursuant to this Agreement).

4. Royalties. As further consideration for the Purchased Assets, Buyer will pay seller a royalty on sales of titles transferred pursuant to this Agreement (including any modifications or enhancements thereof) for the period ending one hundred eighty (180) months following the Closing Date. Buyer's obligation to pay royalties shall begin with customer orders that are fulfilled by Buyer.

For products that do not require the publisher of the title to pay a royalty to an author or other person(s) or company, Buyer shall pay Seller a 15% (fifteen percent) Net Royalty. For products that require the publisher of the title to pay a royalty to an author or any other person(s) or company, Buyer shall pay Seller a 10% (ten percent) Net Royalty. "Net Royalty" is calculated using the net revenue actually received by Buyer after distribution or other type of discount. Revenues on which a royalty shall be paid include revenues received by Buyer from licensing the title.

In the event that Buyer opts to make substantial revisions to the graphics or content of a product, the Seller's royalty percentage received for that product will decrease by two-and-a-half (2.5) percentage points (example: if Seller was receiving a 15% royalty prior to the revision, Seller will receive a 12.5% royalty after the revision). Each product shall be subject to no more than one 2.5 percentage point royalty decrease, even if the product is revised by Buyer on more than one occasion.

If Buyer creates a digital, electronic, online, or similar version of a product, the Seller will receive a royalty percentage on any such sales that is five (5) percentage points less than the royalty percentage Seller is entitled to on the non-electronic version of the product (example: if Seller originally received a 15% royalty on the non-electronic version of a product that has not been revised, Seller will receive a 10% royalty on the electronic version; if the royalty on a product has already been subject to a 2.5 percentage

point royalty decrease, Seller will receive a 7.5% royalty on the electronic version). Notwithstanding the previous sentence, Seller will be entitled to a minimum 5% (five percent) royalty on any electronic version of a product.

The Seller's rights to receive royalties shall extinguish one hundred eighty (180) months after the Closing Date provided that all royalties owed through the end of such period shall be paid.

Royalties are to be paid by the Buyer on a quarterly basis using standard calendar quarters (i.e. quarters closing on March 31st, June 30th, September 30th, and December 31st). Buyer will use all commercially reasonable efforts to ensure that royalties are paid within sixty (60) days of the close of the quarter.

Royalty Minimum: The Buyer agrees to pay to the Seller a minimum of \$75,000 of total royalties from the Closing Date through the royalty period ending December 31, 2019.

MindPress Licensing Royalties: FLS will receive the prorated portion of the 2014 royalties paid from MindPress for the period of January 1, 2014 through the Closing Date. This payment shall be made within 60 days of receipt of royalty monies from MindPress.

Inspection Rights: FLS shall be given access to WPS' books and records at reasonable times upon reasonable written request during normal business hours at WPS' facility and at Seller's expense to verify information upon which royalties are based. FLS may request electronic copies of sales reports for the FLS products for the royalty period in question to verify the information upon which royalties are based. Absent any dispute that has been raised prior thereto, all royalty statements shall become final and binding twelve (12) months after thereof.

Failure to Pay: If royalty payments are more than ninety (90) days late, right, title and interest to related titles shall revert to Seller upon Seller's written notice to the Buyer and the Buyer's failure to cure within thirty (30) days of receipt of said notice (any such reverted titles being hereinafter referred to as "Reverted Titles").

5. Out of Print. Should the Buyer cease to publish one or more of the titles transferred by Seller pursuant to this Agreement and place that title permanently out of print, all rights, title and interest to that title only shall be returned to Seller upon Seller's written request to the Buyer and Seller's purchase of all remaining inventory of that title from Buyer at cost (any such returned title being hereinafter referred to as "Returned Titles").

6. Transition Support. In order to ensure a smooth transition, Owner agrees that he will remain available at reasonable times via telephonic and electronic means from his Connecticut office to assist Buyer with any support needed in the operation of the

Business, and agrees to consult with Buyer regarding management of the Business upon Buyer's request, for a period of no less than sixty (60) days after the Closing Date.

7. Representations and Warranties. The Seller and the Owner, jointly and severally, make the following representations and warranties to the Buyer:

a. Owner's Authority. The only equity owner of the Seller is the Owner and no person has any existing right to purchase any equity of the Seller. The Seller is not required to obtain the consent of any party to a contract or any governmental entity in connection with the execution, delivery, or performance by it of this Agreement or the consummation of the transactions contemplated in this agreement. Under various Assigned Contracts, Seller, as Licensee, has the right to assign its rights thereunder by giving thirty (30) days' notice to the other party. Concurrently with closing, Seller will provide such notice.

b. Compliance with Laws. With respect to the operation of the Business by the Seller before the Closing Date, the Seller and its employees and officers are and at all times have been in compliance in all material respects with each law applicable to the Seller or to the operation of the Business.

c. Taxes. The Seller has, in respect of the Business, filed all tax returns that are required to be filed and has paid all taxes that have become due under the tax returns or under any assessment that has become payable or for which the Buyer may otherwise have any transferee liability. The Owner agrees to indemnify and hold Buyer harmless for any such transferee liability. All monies (if any) required to be withheld by the Seller from employees for income taxes and social security and other payroll taxes have been collected or withheld and either paid to the respective governmental bodies or set aside in accounts for such purpose. In the event that an audit should take place covering any period prior to the Closing Date, the Seller and Owner shall bear 100% liability of the taxing authority's demand, including all interest and penalties thereon. Buyer acknowledges that Seller will be making payroll tax, unemployment tax and other related payments after the Closing Date, all of which are Seller's responsibility.

d. Third-Party Claims. There are no claims or suits pending or, to the Seller's knowledge, threatened by or against the Seller (1) relating to or affecting the Business or Purchased Assets, or (2) by or against any employee or owner of the Seller relating to or affecting the Business or Purchased Assets. There are no judgments, decrees, orders, writs, injunctions, rulings, decisions, or awards of any court or governmental body to which the Seller is a party or is subject to with respect to the Business or any of the Purchased Assets.

e. Financial and Business Information; Ordinary Course. The financial information, sales information, and other information that Seller has provided,

or will provide, to the Buyer about the Business is accurate, correct, and complete in all material respects, is in accordance with the books and records of the Seller, and presents fairly the results of operation and financial condition of the Seller's Business. The Seller has continued to operate the Business in the ordinary course, consistent with past practice, before the Closing Date, and has disclosed any and all information specifically relating to the business (i.e., excluding general economic conditions) which could reasonably be expected to materially affect the Business. Buyer acknowledges that Seller makes no representation and gives no assurances with respect to future operating results or profits.

f. Title: Condition of Purchased Assets. Subject to the ownership and other rights of licensors under the Assigned Contracts listed on Exhibit A and Guidance Group, LLC under the business relationship outlined in Exhibit B, the Seller has good and marketable title and copyright to all of the Purchased Assets free and clear of all liens, encumbrances, and contingent liabilities. Pursuant to this agreement, the Seller conveys to the Buyer good and marketable title to all of the Business assets, free and clear of all liens and encumbrances. The inventory is salable in the ordinary course of business and consists of items that are current, standard, and first-quality (subject to occasional defects in the ordinary course of business which are not material with respect to the inventory as a whole), however Buyer shall not be responsible for payment for any inventory received that is not in salable condition at the time of receipt (unless damage to the inventory was caused during shipment from Stratford to Torrance, in which case Buyer's recourse will be to its insurer).

Notwithstanding the previous paragraph, the Buyer acknowledges that the specific titles 'Escape from Anger Island' and 'Journsy to Friendsville' are co-owned by Seller and Guidance Group, LLC under the business relationship outlined in Exhibit B.

g. Consents and Transfers. The Seller has used best efforts to obtain any necessary third-party or government consents and transfers (including all certificates, permits and approvals required in connection with the operation of the Business).

The Buyer represents that it has the requisite power, authority and capacity to enter into this Agreement and to perform all of its obligations hereunder. The Buyer has duly taken or will have duly taken, prior to the Closing, all necessary action to approve this Agreement and the performance of its obligations hereunder. This Agreement constitutes the legal, valid and binding obligation of the Buyer enforceable against it in accordance with its terms and does not violate any provision of law, or any order of any court or other agency of government, or any indenture, agreement or other instrument to which either Buyer is a party.

8. Indemnification. The Seller and Owner each jointly and severally agrees to indemnify, defend and hold harmless, the Buyer, its members, officers, employees, assignees, and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of Seller's or Owner's agreements, representations, covenants, or warranties made in this Agreement; and/or (ii) arises out of Seller's or Owner's negligence, willful misconduct, or other breach of this Agreement.

The Buyer agrees to indemnify, defend and hold harmless, the Seller and Owner, their members, officers, employees, assignees, and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of Buyer's agreements, representations, covenants, or warranties made in this Agreement; and/or (ii) arises out of Buyer's negligence, willful misconduct, or other breach of this Agreement.

9. Covenant Not to Compete; Nonsolicitation; Confidentiality. As further consideration for the Inventory Purchase Price and Royalties, the Seller and Owner each agrees to abide by the following noncompetition, nonsolicitation, and confidentiality obligations:

a. The Seller and Owner each covenants and agrees that neither the Seller nor the Owner will own, manage, or be employed by (whether as an employee or independent contractor), or otherwise compete in the business of developing educational and/or therapeutic products in the area of social-emotional skills primarily intended for schools, therapists, and the transition-to-work marketplace for a period of five (5) years following the Closing Date.

The preceding paragraph shall not preclude Owner from continuing his current working arrangement with The Guidance Group. This working arrangement includes managing content on websites, revision of currently-existing products, answering customer questions, reviewing non-proprietary products for inclusion in their catalog, and counsel. Notwithstanding, Owner shall be precluded from participating in any activities related to new product development for The Guidance Group—either directly or indirectly.

Owner's obligations under this covenant not to compete shall be contingent upon receipt of required royalty payments. Owner's obligations under this covenant shall cease to apply to any titles which become Reverted Titles or Returned Titles during the five (5) year period.

b. For a period of five years following the Closing Date, the Seller and Owner shall not, directly or indirectly: (i) solicit the business of any customer of Buyer; (ii) cause, induce or attempt to cause or induce any customer, supplier, licensee, licensor, employee, consultant or other business relation of Buyer to

cease doing business with Buyer, to deal with any competitor of Buyer or in any way interfere with its relationship with Buyer; or (iii) cause, induce or attempt to cause or induce any customer, supplier, licensee, licensor, employee, consultant or other business relation of Seller on the Closing Date or within the year preceding the Closing Date to cease doing business with Buyer, to deal with any competitor of Buyer, or in any way interfere with its relationship with Buyer.

c. The Seller and Owner recognize "Confidential Information" (information directly or indirectly involving the Business that is not available or open to the public generally) is a valuable asset being purchased by the Buyer in this transaction. The Seller and Owner agree to hold the Confidential Information in confidence and shall not use the Confidential Information for any purpose other than in furtherance of the Buyer's operation of the Business without the Buyer's express written consent. Seller and Owner may also use Confidential Information for purposes of its internal accounting and preparation of tax returns.

d. The Seller and Owner each has carefully read and considered the provisions of this Section 9 and, having done so, agrees that the restrictions set forth herein are fair and reasonable given the terms and conditions of this Agreement, the nature of the Seller's business, and the consideration being provided pursuant to this agreement. In addition, the Seller and the Owner each specifically agrees that the length, scope, and definitions used in the covenant not to compete and other restrictions set forth in this Section 9 are fair and reasonable.

e. The Seller and Owner each acknowledges and agrees that its breach of any of the agreements in this Section 9 would result in irreparable damage and continuing injury to the Buyer. Therefore, in the event of any breach or threatened breach of such agreements, the Seller and Owner each agrees that the Buyer will be entitled to an injunction from any court of competent jurisdiction enjoining such person or entity from committing any violation or threatened violation of those agreements.

10. Nondisparagement. Seller and Owner each agrees that it will not disparage Buyer or any of Buyer's members, directors, officers, employees or agents. Buyer agrees that it will not disparage Seller or Owner.

11. Intentionally omitted.

12. Survival. Except as otherwise provided in this agreement, the representations and promises of the parties contained in this Agreement will survive (and not be affected in any respect by) the Closing Date for the applicable statute of limitations.

13. Further Actions. At any time and from time to time after the date of this Agreement: (1) the Seller and/or owner shall execute and deliver or cause to be executed and delivered to the Buyer such other instruments and take such other action, all as the Buyer may reasonably request, in order to carry out the intent and purpose of this Agreement; and (2) the Buyer shall execute and deliver or cause to be executed and delivered to the Seller such other instruments and take such other action, all as the Seller may reasonably request, in order to carry out the intent and purpose of this Agreement.

14. Governing Law; Arbitration; Venue. This agreement and the transactions contemplated hereby will be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws principles) of the State of California. Any claim or controversy arising out of or relating to this Agreement shall be determined by final and binding arbitration in Los Angeles County, California. The arbitration shall be held before a mutually agreed neutral arbitrator, or if no agreement, then such arbitrator shall be appointed by ADR Services in Los Angeles California. Any action to enforce or challenge this arbitration clause must be brought exclusively in California.

15. Assignment. The Seller may not assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the Buyer. Notwithstanding, the Seller may assign to no more than one individual or entity any royalties that he is due hereunder; that single individual or entity may only assign royalties to one payee, who in turn may assign only one payee, etc. Notwithstanding the foregoing, the Seller and/or Owner may, during Owner's lifetime, assign its right to royalties to no more than two (2) family members who are lineal descendants of Owner and upon Owner's death, royalty payments will be distributed to no more than two (2) persons in accordance with his will.

16. Notices. All notices and other communications under this agreement must be in writing and given by first class mail, return receipt requested, nationally recognized overnight delivery service, such as Federal Express, or personal delivery against receipt to the party to whom it is given, in each case, at the party's address set forth in this section 16 or such other address as the party may hereafter specify by notice to the other parties given in accordance with this section. Any such notice or other communication will be deemed to have been given as of the date the applicable delivery receipt for such communication is executed as received or in the case of mail, three days after it is mailed.

If to the Seller and/or Owner:

Franklin Rubenstein
3 Surf Road
Westport, Connecticut 06880

with a copy to:

Edmund M. Remondino, Esq.
Wofsey, Rosen, Kweskin & Kuriansky, LLP

600 Summer Street
Stamford, CT 06902

If to the Buyer:

WPS
Attn: Jeff Manson
625 Alaska Avenue
Torrance, California 90503

with a copy to:

Ryan Connolly, Esq.
Law Offices of Ryan Connolly
8484 Wilshire Blvd., Suite 515
Beverly Hills, CA 90211

17. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations, writings, and understandings relating to the subject matter of this Agreement are superseded by this Agreement.

18. Modifications. This Agreement may not be modified or amended except by a writing signed by the parties.

19. No Third-Party Beneficiaries. This Agreement is not intended to confer upon any person or entity not a party (or their successors and permitted assigns) any rights or remedies hereunder.

20. Counterparts; Electronic Copies. This Agreement may be signed in any number of counterparts, each of which will be an original with the same effect as if the signatures were upon the same instrument, and it may be signed electronically (facsimile or e-mail transmissions are valid). A scanned copy of this Agreement may be used just as an original.

21. Headings and Captions. The headings and captions in this agreement are included for convenience of reference only and will be ignored in the construction or interpretation hereof.

22. Severability. Any provision in this agreement that is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction will be ineffective only to the extent of such invalidity, illegality, or unenforceability without affecting in any way the remaining provisions hereof; provided, however, that the parties will attempt in good faith to reform this agreement in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent.

23. Negotiated by All Parties. All parties acknowledge that they have had the opportunity to negotiate and revise this Agreement after review with counsel of their choice. This Agreement is to be considered as drafted by both parties and not construed against one party as the drafting party.

Each party acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice prior to signing below.

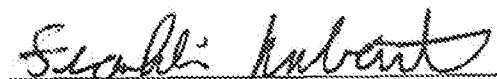
I HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS IN THIS AGREEMENT, ACKNOWLEDGED BY MY SIGNATURE BELOW:

BUYER:


Name: Jeffrey Manson
Title: President, Manson Western Corporation

July 18, 2014
Date

SELLER and OWNER:


Name: Franklin Rubenstein
Title: Individually and as President, Franklin Learning Systems, Inc.

July 18, 2014
Date

EXHIBIT A7.50% Royalty
License Agreement?Assembly

Anger IQ	
Breaking the Chains of Anger game	
Boundaries Baseball Game	Y
Bridge Over Worried Waters	Y
Bullies to Buddies Game	Y
BullySafe game	Y
Character Challenge game	
Career Challenge game	
Common Ground game	
Call Me Capable game	Y
Career Odyssey Game	
Circle of Respect game	
CyberSafe game	Y
Play-2-Learn Dominoes: Anger Control	Y
Play-2-Learn Dominoes: Building Character	
Play-2-Learn Dominoes: Bully Wise	Y
Play-2-Learn Dominoes: Conflict Cruncher	Y
Play-2-Learn Dominoes: CyberSmart	Y
Play-2-Learn dominoes: Character Strength	
Play-2-Learn Dominoes: Empathy Counts	Y
Play-2-Learn Dominoes: Friendship	Y
Play-2-Learn Dominoes: Feelings Fun	Y
Escape from Anger Island game	
Equipped For Life game	Y
Ethics on the Job game	
EQ for Success	Y
Eye on Empathy	Y
FOCUS game	Y
Feelings Detective game	Y
Friendship Explorers	Y
Furious Fred game	
Feelings Fair Game	Y
Friendship Island game	Y
Financial IQ game	
From Rage to Reason Game	
Go Fish - Anchor Your Stress	Y
Go Fish - Beware of Bully Bait	Y
Go Fish: Cast Away Conflict	Y
GO Fish: Catch Good Character	Y
Go Fish: Catch and Release Your Anger	Y
Go Fish: Fishing for Feelings	Y
Go Fish: Hooked on Friendship	Y
Go Fish: Manners are a Good Catch	Y
Go Fish: Reel in Responsibility	Y
Go Fish: School of Success	Y
Go Fish: Swimming Toward Self-Control	Y

Go Fish - Stream of Self-Esteem	Y
Go Fish - New Fish in School	Y
Getting to College game	Y
Interview Challenge Game	
Journey to Friendsville game	
Keys to Job Success game	
Listening Counts game	Y
Occaboton Clinic Tobacco Prevention game (discontinued)	
Overcoming Employment Barriers game	
Out of Your Mind game	Y
Positive Press	Y
Positive Thoughts	Y
Putting Words to Work game	
Rachel's Challenge	Y
Remote Control Anger Control	Y
Remote Control Impulse Control Game	Y
Remote Control Worry Control	Y
Real Friends game	Y
Risk Vs. Reward	Y
Splitsville game	Y
Social Smarts Game	Y
Smart Sharks: Take a Chomp Out of Anger	Y
Smart Sharks: The Art Of The Deal Conflict Resolution Tips	Y
Smart Sharks: Leadership, It's Not for Guppies	Y
Smart Sharks: Dive into Social Networking	Y
Smart Sharks: Stress Can Mess with You	Y
Smart Sharks: Hang in There! Resilience	Y
Smart Sharks: Dive into New Waters	Y
Smart Sharks: Don't Drown in Drama	Y
The Big Top Game (PDD)	Y
The Emotional Intelligence Game	Y
True Friends game	Y
The Impulse Control Game	Y
Take Me to Your Leader game	
The Networking Game	Y
TeamPower game	
The Respectful workplace Game	Y
Toss and Learn: Toss Your Anger	
Toss and Learn: Roll for Control	
Toss and Learn: Give Everyone a Fair Shake	
Toss and Learn: Stand Toss and Learn: Against Bullying	
Toss and Learn: Roll and Resolve	
Winning at Loss game	Y
You Can't Fire the Customer game	
You're Hired Game	
You're The Boss Game	

EXHIBIT B

Below is an outline of the current understanding for the two games developed under the cooperative agreement between Franklin Learning Systems and Instant Help Publishing.

Products involved:

Escape from Anger Island

Journey to Friendsville

Current Arrangement:

Franklin Learning Systems (FLS) manufactures the games.

FLS sells games to Guidance Group (GG) in case pack quantities with no limits on quantities ordered.

FLS charges GG its cost. GG pays for the shipping on GG's orders.

Cost is defined as direct manufacturing cost, with no assignment of overhead and no handling fees.

FLS retains the right to sell to distributors.