

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415588

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Management Association		10/01/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Global Tinker, Inc.		
Street Address:	345 N. Maple Drive		
Internal Address:	Suite 277		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5060000	PAPER GIRLS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3125232164		
Email:	kevin.keener@keenerlegal.com		
Correspondent Name:	Kevin Keener		
Address Line 1:	161 North Clark Street		
Address Line 2:	Suite 1600		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Kevin Keener		
SIGNATURE:	/kevinkeener/		
DATE SIGNED:	02/09/2017		
Total Attachments: 23			
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ASSET PURCHASE AGREEMENT

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LIST OF SCHEDULES

SCHEDULE

MATTER

1.1	Equipment
1.2	Intellectual Property
2.2	Allocation of Purchase Price
7.11	Trade Names, Trademarks, and Copyrights
7.12	Patents and Patent Rights
7.13	Trade Secrets
7.14	Other Intangible Property
7.24	Consents of Others
5.8	Authority

DEFINITIONS

Agreement	Introductory Paragraph
Assets	Article 1
Buyer	Introductory Paragraph
Closing	Article 3
Closing Date	Article 3
Equipment	Section 1.3
Intellectual Property Rights	Section 5.3
Purchase Price	Section 3.1
Seller	Introductory Paragraph

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "*Agreement*") is hereby entered into on October __, 2016 (the "Effective Date"), by and between Credit Management Association, a California corporation, in its sole and limited capacity as assignee for the benefit of creditors of Twistory, LLC (the "*Seller*"), with its principal office located at 111 N. Maryland Avenue, Suite 300, Glendale, CA 91206, and Global Tinker, Inc., a Delaware corporation (the "*Buyer*"), with its principal office located at 345 N. Maple Dr., STE 277, Beverly Hills, CA 90210.

RECITALS

A. Pursuant to a General Assignment Agreement between Twistory, LLC (the "*Assignor*") and Seller, Assignor has transferred ownership of all of its right, title and interest in and to all of its tangible and intangible assets (the "*Assets*") to Seller, and, in so doing, has also designated Seller to act, pursuant to California law, as the assignee for the benefit of creditors of Assignor.

B. Buyer desires to purchase from Seller and Seller desires to sell to Buyer, on the terms and subject to the conditions of this Agreement, certain of the Assets of Seller described in this Agreement

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1. TRANSFER OF ASSETS

Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, convey, transfer, assign and deliver to Buyer at the Closing described in Article 4 hereof, and Buyer agrees to purchase from Seller at the Closing, certain of the Assets of Seller which are sometimes collectively referred to in this Agreement as the "Purchased Assets," consisting of the assets described in this Article 1 below. The Purchased Assets will be sold, assigned, transferred and conveyed to Buyer on the Closing Date on a "AS IS" and "WHERE IS" basis, with no representations or warranties other than those specifically set forth below, and subject to any and all existing pledges, liens, licenses, rights of possession, security interests, restrictions, encumbrances, charges, title retention, conditional sale or other security arrangements of any nature whatsoever (collectively, "*Encumbrances*").

1.1 Equipment. All the equipment set forth on Schedule 1.1 ("Equipment");

1.2 Intellectual Property. All patents and patent rights, trademarks and

trademark rights, trade names used by Seller and trade name rights, dba's, service marks and service mark rights, service names and service name rights, domain names, brand names, inventions, processes, formulae, algorithms, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, processes, designs, methodologies, computer programs, including all software programs and software code; all copies and tangible embodiments of the software programs and software code (in source and object code form), together with all documentation related to such programs and code, and related documentation, technical information, manufacturing, engineering and technical drawings, know-how, archival data, tapes, programs and documentation and all pending applications for and registrations of patents, trademarks, service marks and copyrights ("Intellectual Property") including but not limited to those pertaining to the following incomplete projects ("Projects") of Seller:

13 Chambers/Belle's War

Ouch! Couch

The Rose Garden

Paper Girls

Shinjuku

as more particularly described on Schedule 1.2, including all Intellectual Property rights with respect to the Projects or any aspect of them, exercisable or available in any jurisdiction of the world, all licenses to assets and properties of third parties (including licenses with respect to Intellectual Property rights owned by third parties), and all Internet domain names and registrations that are held or owned by Seller and used in connection with the Projects;

1.3 Books and Records. All papers and records in Seller's care, custody or control relating to any or all of the above described Purchased Assets and the operation thereof, including but not limited to all specifications, personnel records, sales records, accounting and financial records, databases, software, maintenance and production records, and

1.4 Other Assets. All prepaid expenses relating to any of the Purchased Assets.

ARTICLE 2. LIABILITIES AND TAXES

2.1 No Assumption of Liabilities. Buyer is not assuming any debt, liability or obligation of Seller, whether known or unknown, fixed or contingent.

2.2 Excise, Sales and Property Taxes. Buyer shall pay all sales, use, transfer

and other taxes arising out of or resulting from the transfer or sale of the Purchased Assets. Not later than ninety days after the Closing, Buyer shall provide to Seller Buyer's proposed sales tax allocation analysis. Seller shall notify Buyer within ten days thereafter if Seller has any disagreement with Buyer's proposed sales tax allocation analysis. Seller and Buyer shall work in good faith to resolve any such disagreement to their mutual satisfaction. Buyer and Seller shall use their reasonable best efforts to determine prior to the Closing the extent, if any, of sales taxes that will be owed by Buyer resulting from the transactions contained in this Agreement, and, to the extent any sales taxes will be owing by Buyer, to arrive at a mechanism and timing of Buyer's payment of such sales taxes to the reasonable satisfaction of Buyer and Seller. Buyer shall not be responsible for any business, occupation, withholding or similar tax, or for any taxes of any kind related to any period before the Closing Date.

ARTICLE 3. PURCHASE PRICE

3.1 Payment of Purchase Price. In consideration for the sale, transfer and assignment by Seller of the Purchased Assets to Buyer and in consideration of the representations, warranties and covenants of Seller set forth herein, Buyer on the conditions set forth herein, shall deliver to Seller at the Closing (as hereinafter defined) \$78,500.00 (the "Purchase Price"), payable in cash as more fully described in Section 4.2 hereof;

3.2 Allocation of the Purchase Price. The parties agree that the Purchase Price shall be allocated as set forth on Schedule 3.2 and that such allocation will be used by the parties in reporting the transaction contemplated by this Agreement for federal and state tax purposes.

ARTICLE 4. THE CLOSING

The closing of the purchase and sale of the Purchased Assets by Seller to Buyer (the "Closing") shall take place at the offices of Robert Jay Grossman, 12121 Wilshire Boulevard, Suite 1300, Los Angeles, California 90025 at 2:00 p.m. local time, on _____, 2016 or at such other place and/or time as the parties may agree in writing (the "Closing Date"). In the event that the conditions specified in Article 10 of this Agreement have not been fulfilled by such date, Buyer may extend the Closing Date for a period or periods not exceeding an aggregate of 120 days by written notice to Seller.

4.1 Seller's Obligations at the Closing. At the Closing, Seller shall make available to Buyer possession of all of the Purchased Assets, and, upon Buyer's request, Seller shall execute assignments, conveyances and/or bills of sale reasonably requested by Buyer to convey to Buyer title to all of the Purchased Assets, subject to the Encumbrances, as well as such other instruments of conveyance as Buyer may reasonably deem necessary to effect or evidence the transfers contemplated hereby, provided that Buyer prepares, at Buyer's expense, all such assignments, conveyances, bills of sale and other instruments of conveyance desired by Buyer. On the Closing Date, Seller shall make available to Buyer possession of the Purchased Assets,

provided, however, that the expenses of retrieving, removing and transferring the Purchased Assets shall be borne exclusively by Buyer, and provided further that in the event that any of the Purchased Assets are located outside of the physical control of Seller, such as in warehouses or foreign locations controlled by third parties, Seller is not making any representation or warranty to Buyer as to the quantities or qualities of the Purchased Assets under the control of such third parties or the accessibility of such Purchased Assets. As assignee, Seller is responsible for maintaining business records during the assignment process and, among other things, will prepare and file final tax returns. To the extent Buyer requires business records of Assignor that Seller has retained to administer the assignment estate, Buyer shall, at its own expense, arrange to obtain copies of such records from Seller.

4.2 Buyer's Obligations at the Closing. At the Closing, Buyer shall deliver to Seller, in satisfaction of the payment obligations specified in Section 3.1, a certified or bank cashier's check, or a wire transfer of immediately available funds, in the amount of the Purchase Price payable to Seller.

ARTICLE 5. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer that all of the following statements are true, accurate and correct:

5.1 Corporate Organization. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of California.

5.2 Power and Authority; No Default Upon Transfer. As assignee, Seller has all requisite power and authority to enter into and deliver this Agreement and to perform its obligations hereunder and under the General Assignment. The signing, delivery and performance by Seller of this Agreement, and the consummation of all of the transactions contemplated hereby, have been duly and validly authorized by Seller. To the best of Seller's knowledge, the General Assignment was duly authorized by Assignor and is a valid agreement binding on the Assignor and Seller. This Agreement, when signed and delivered by Seller, will be duly and validly executed and delivered and will be the valid and binding obligation of Seller, enforceable against Seller, as assignee, in accordance with its terms as governed by applicable law, regulations and rules. Neither the signing and delivery of this Agreement by Seller, nor the performance by Seller of its obligations under this Agreement, will (i) violate Seller's Articles of Incorporation, or (ii) to the best of Seller's knowledge, violate any law, statute, rule or regulation or order, judgment, injunction or decree of any court, administrative agency or government body applicable to Seller.

5.3 Title. To the best of Seller's knowledge after reasonable inquiry, including, without limitation, competent assessment of the applicable UCC search in Assignor's state of incorporation, Seller, as assignee, has good and marketable title to all of the Purchased Assets subject to all of the liens indicated in the UCC search, which Seller has provided to Buyer.

Seller sells, assigns, transfers and conveys the Purchased Assets to Buyer on an "AS IS" and "WHERE IS" basis, with no representations or warranties as to merchantability, fitness or use, and the Purchased Assets shall be delivered to Buyer subject to all of the Encumbrances.

(a) **AS-IS SALE; DISCLAIMERS; RELEASE. IT IS UNDERSTOOD AND AGREED THAT, UNLESS EXPRESSLY STATED HEREIN, SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED ASSETS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(b) **BUYER ACKNOWLEDGES AND AGREES THAT UPON THE CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PURCHASED ASSETS "AS IS, WHERE IS, WITH ALL FAULTS." BUYER HAS NOT RELIED UPON AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PURCHASED ASSETS OR RELATING THERETO MADE OR FURNISHED BY SELLER OR ITS REPRESENTATIVES TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, EXCEPT AS EXPRESSLY STATED HEREIN. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PURCHASED ASSETS ARE BEING SOLD "AS IS, WHERE IS, WITH ALL FAULTS" AND SUBJECT TO ALL ENCUMBRANCES.**

(c) **BUYER ACKNOWLEDGES TO SELLER THAT BUYER WILL HAVE THE OPPORTUNITY TO CONDUCT PRIOR TO CLOSING SUCH INSPECTIONS AND INVESTIGATIONS OF THE PURCHASED ASSETS AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE PURCHASED ASSETS AND ITS ACQUISITION THEREOF. BUYER FURTHER WARRANTS AND REPRESENTS TO SELLER THAT BUYER WILL RELY SOLELY ON ITS OWN REVIEW AND OTHER INSPECTIONS AND INVESTIGATIONS IN THIS TRANSACTION AND NOT UPON THE INFORMATION PROVIDED BY OR ON BEHALF OF SELLER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES WITH RESPECT THERETO. BUYER HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, LATENT OR PATENT DEFECTS, ADVERSE PHYSICAL OR OTHER ADVERSE MATTERS, MAY NOT HAVE BEEN REVEALED BY BUYER'S REVIEW AND INSPECTIONS AND INVESTIGATIONS.**

(d) **BUYER ACKNOWLEDGES THAT SOME OR ALL OF THE PURCHASED ASSETS MAY CONTAIN THIRD-PARTY INTELLECTUAL**

PROPERTY THAT MAY HAVE BEEN LICENSED BY ASSIGNOR OR OTHERWISE ACQUIRED BY ASSIGNOR. BUYER UNDERSTANDS THAT SELLER IS UNABLE TO TRANSFER INTELLECTUAL PROPERTY BELONGING TO A THIRD-PARTY WITHOUT THE EXPRESS WRITTEN CONSENT OF THAT THIRD-PARTY, WHICH WILL NOT BE OBTAINED OR SOUGHT BY SELLER AS A PART OF, OR CONDITION TO, THIS AGREEMENT. BUYER SHALL ACCEPT FULL RESPONSIBILITY FOR COMMUNICATING WITH ANY SUCH THIRD-PARTIES WHOSE INTELLECTUAL PROPERTY MAY BE INCLUDED IN THE PURCHASED ASSETS TRANSFERRED HEREBY AND SHALL PAY ANY AND ALL LICENSING OR OTHER FEES, COSTS, EXPENSES OR CHARGES THAT MAY BE ASSOCIATED WITH USING ANY SUCH PURCHASED ASSETS.

5.4 Litigation. To the best of Seller's knowledge, there is no claim, action, arbitration, inquiry, investigation, suit or proceeding pending or, to Seller's knowledge, threatened, against Seller or Assignor that might affect in any way any of the Purchased Assets or the transactions contemplated by this Agreement, nor is Seller aware or have grounds to know of any reasonable basis therefor other than those that are a matter of public record, or known to Buyer or set out elsewhere in this Agreement, including but not limited to the tax liens set out in sections 10.6 and 10.7 of this Agreement and the claim set out in Elizabeth Lieu v. Babak Razi, et al., Superior Court of California, County of Los Angeles, Case No. SC123805. To the best of Seller's knowledge, there are no judgments, decrees, injunctions or orders of any court, governmental body, department, commission, agency, instrumentality or arbitrator against Seller or Assignor affecting the Purchased Assets.

5.5 Authorization for this Agreement. To the best of Seller's knowledge, no authorization, approval, consent of, or filing with any governmental body, department, bureau, agency, public board, authority or other third party is required for the consummation by Seller of the transactions contemplated by this Agreement.

5.6 Assignee. All rights of Seller with regard to the ownership and possession of the Purchased Assets are rights held as assignee pursuant to the General Assignment made by Assignor. Pursuant to the General Assignment, Assignor has informed Seller that it transferred to Seller all of Assignor's right, title and interest in and to the Purchased Assets. Pursuant to this Agreement, Seller, solely in its capacity as assignee, will at Closing sell, assign, and transfer all of its right, title and interest in and to the Purchased Assets to Buyer.

ARTICLE 6. BUYER'S REPRESENTATION AND WARRANTIES

6.1 Organization, Good Standing, and Qualifications. Buyer represents and warrants that Buyer is a corporation duly organized, existing and in good standing under the laws of Delaware. The execution and delivery of this Agreement and the consummation of this transaction by Buyer have been, or prior to the Closing will have been duly authorized, and no further corporate authorization is or will be necessary on the part of Buyer.

6.2 Agreement Will Not Cause Breach or Violation. Neither the entry into this Agreement nor the consummation of the transactions contemplated hereby will result in or constitute any of the following; (i) a breach of any term or provision of this Agreement; (ii) a default or an event that, with notice or lapse of time or both, would be a default, reach or violation of the articles of incorporation or bylaws of Buyer or any lease, license, promissory note, conditional sales contract, commitment, indenture, mortgage, deed of trust or other agreement, instrument or arrangement to which Buyer is a party or by which Buyer is bound; (iii) an event that would permit any party to terminate any agreement or to accelerate the maturity of any indebtedness or other obligation of Buyer or; (iv) the violation of any law, regulation, ordinance, judgment, order or decree applicable to or affecting Seller or the Purchased Assets.

6.3 Authority and Consents. Buyer has the right, power, legal capacity, authority and funding to enter into and perform its obligations under this Agreement, including the payment of the Purchase Price at the Closing, and no approvals or consents of any persons are necessary in connection with it. The execution and delivery of this Agreement by Buyer have been duly authorized by all necessary corporate action of Buyer (including any necessary action by Buyer's security holders), and this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable in accordance with its terms.

6.4 Full Disclosure. None of the representations and warranties made by Buyer or made in any letter, certificate or memorandum furnished or to be furnished by Buyer, or on its behalf, contains or will contain any untrue statement of a material fact, or omits any material fact the omission of which would make the statements made misleading. There is no fact known to Buyer which materially adversely affects, or in the future may (so far as Buyer can now reasonably foresee) materially adversely affect, the condition, assets, liabilities, business, operations or prospects of Buyer that has not been set forth herein or heretofore communicated to Seller in writing pursuant hereto.

ARTICLE 7. NATURE AND SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNITIES

7.1 Representations and Warranties. No representations or warranties whatever are made by any party, except as specifically set forth in this Agreement, or in an instrument, certificate, opinion, or other writing provided for in it. All statements contained in any of these instruments, certificates, opinions or other writings shall be deemed to be representations and warranties under this Agreement.

7.2 Survival. All of the representations, warranties, and indemnities made by the parties to this Agreement, and instruments, certificates, opinions, and other writings provided for in the covenants and agreements to be performed or complied with by the respective parties to it before the Closing Date, shall expire at the time of the Closing.

ARTICLE 8. SELLER'S OBLIGATIONS BEFORE THE CLOSING

Seller covenants that, except as otherwise agreed in writing by Buyer, from the date of this Agreement until the Closing:

8.1 Buyer's Access to Premises and Information. Buyer and its counsel, accountants and other representatives shall be entitled to have full access during normal business hours to Seller's books, accounts, records, contracts and documents of or relating to the Purchased Assets. Seller shall furnish or cause to be furnished to Buyer and its representatives all data and information concerning the Purchased Assets that is available to Buyer and reasonably requested by Buyer.

8.2 New Transactions. Seller shall not do or agree to do any of the following acts:

(a) Create or suffer any lien upon the Purchased Assets that did not already exist at the time of the General Assignment; or

(b) Sell or dispose of any of the Purchased Assets except in accordance with the terms of this Agreement.

8.3 Representations and Warranties True at the Closing. Seller shall use its best efforts to assure that all representations and warranties of Seller set forth in this Agreement and in any written statements delivered to Buyer by Seller under this Agreement will also be true and correct as of the Closing Date as if made on that date and that all conditions precedent to the Closing shall have been met.

8.4 Litigation and Adverse Developments. Seller will promptly advise Buyer in writing of the threat or commencement of any dispute, claim, action, suit, proceeding, arbitration or investigation against or involving the Purchased Assets or of the occurrence of any development (exclusive of general economic factors affecting business in general) of a nature that is or may be materially adverse to the operations, prospects or condition (financial or otherwise) of the Purchased Assets which is known to Seller.

ARTICLE 9. BUYER'S OBLIGATIONS BEFORE THE CLOSING

Prior to the Closing Date (or, in the event the Closing does not occur, for a period of one year following the date of this Agreement), Buyer shall use its best efforts to preserve the confidentiality of any information which is confidential and which Seller identifies in writing as confidential which is disclosed to Buyer or to its representatives by Seller; provided that Buyer at all times shall not be materially restricted in its investigation of the Purchased Assets or matters relating thereto. Seller recognizes that Buyer is already engaged in a business similar to that of

Seller. The above provisions of this Section shall not apply to any information which (i) is already known to Buyer at the time of disclosure by Seller, (ii) is published or through no fault of Buyer becomes published or (iii) is lawfully disclosed to Buyer by a third party. Whether or not the Closing takes place, Seller waives any cause of action, right or claim arising out of the access of Buyer or its representatives to any trade secrets or other confidential business information of Seller from the date of this Agreement until the Closing Date, except for the intentional competitive misuse by Buyer or its representatives of such trade secrets or other confidential business information (identified as confidential as required by this Article) if the Closing does not take place.

ARTICLE 10. CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE

The obligations of Buyer to purchase the Purchased Assets under this Agreement are subject to the satisfaction, at or before the Closing, of all the conditions set out below in this Article 10. Buyer may waive any or all of these conditions in accordance with Section 16.2 hereof; provided, however, that no such waiver of a condition shall constitute a waiver by Buyer of any of its other rights or remedies, at law or in equity, if Seller shall be in default of any of its representations, warranties or covenants under this Agreement.

10.1 Accuracies of Seller's Representations and Warranties. All representations and warranties by Seller in this Agreement shall be true on and as of the Closing Date as though made at that time.

10.2 Absence of Liens. At or prior to the Closing, Buyer shall have received a lien search report dated as of a date not more than five days before the Closing Date issued by the California Secretary of State indicating that there are no filings with such Secretary of State which name Seller as debtor or otherwise indicating any lien on the Purchased Assets other than those which existed on the date of the General Assignment and which are described in Sections 10.6 and 10.7 below.

10.3 Seller's Performance. Seller shall have performed, satisfied, and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Seller on or before the Closing Date.

10.4 Absence of Litigation. No action, suit or proceeding before any court or any governmental body or authority, pertaining to the transaction contemplated by this Agreement or to its consummation, shall have been instituted or threatened on or before the Closing Date other than existing litigation involving Assignor at the time of the General Assignment.

10.5 Seller's Corporate Approval. Seller shall have received corporate authorization and approval for the execution and delivery of this Agreement and all corporate action necessary or proper to fulfill the obligations of Seller to be performed under this

Agreement on or before the Closing Date.

10.6 Federal Tax Lien Release. Buyer shall have received a Conditional Discharge Letter for Seller as of a date not more than 3 days before the Closing Date, issued by the appropriate federal tax authorities agreeing to release all Federal Tax Liens on the Purchased Assets in consideration of a payment which, when added to the payment required by the Conditional Discharge Letter described in Section 10.7 below, is less than or equal to the appraised fair market value of the Purchased Assets. Buyer will immediately apply for such Conditional Discharge Letter and shall diligently prosecute its application therefore at Buyer's cost, risk and expense.

10.7 Department of Employment Development Release. Buyer shall have received a Conditional Discharge letter from the California Department of Employment Development stating that, as of a date not more than 3 days before the Closing Date, agreeing to release all Department of Employment Development Tax Liens on the Purchased Assets in consideration of a payment which, when added to the payment required by the Conditional Discharge Letter described in Section 10.6 above, is less than or equal to the appraised fair market value of the Purchased Assets. Buyer will immediately apply for such Conditional Discharge Letter and shall diligently prosecute its application therefore at Buyer's cost, risk and expense.

10.8 Approval of Documentation. The form and substance of all certificates, instruments, opinions and other documents delivered to Buyer under this Agreement shall be satisfactory in all reasonable respects to Buyer and its counsel.

10.9 Condition of Equipment. The Equipment shall not have been materially or adversely affected in any way as a result of any fire, accident, storm or other casualty or labor or civil disturbance or act of God or the public enemy.

ARTICLE 11. CONDITIONS PRECEDENT TO SELLER'S PERFORMANCE

The obligations of Seller to sell and transfer the Purchased Assets under this Agreement are subject to the satisfaction, at or before the Closing, of all the following conditions;

11.1 Accuracy of Buyer's Representations and Warranties. All representations and warranties by Buyer contained in this Agreement or in any written statement delivered by Buyer under this Agreement shall be true on and as of the Closing as though such representations and warranties were made on and as of that date.

11.2 Buyer's Performance. Buyer shall have performed and complied with all covenants and agreements, and satisfied all conditions that it is required by this Agreement to perform, comply with, or satisfy, before or at the Closing.

11.3 Buyer's Corporate Approval. Buyer shall have received corporate authorization and approval for the execution and delivery of this Agreement and all corporate action necessary or proper to fulfill the obligations of Buyer to be performed under this Agreement on or before the Closing Date.

ARTICLE 12. SELLER'S OBLIGATIONS AFTER CLOSING

From and after the Closing, Seller shall allow Buyer, and its counsel, accountants and other representatives, such reasonable access to records which after the Closing are in the custody or control of Seller as Buyer reasonably requires in order to comply with its obligations under the law or under contracts assumed by Buyer pursuant to this Agreement.

ARTICLE 13. TERMINATION

13.1 Conditions Permitting Termination. Either party may on or prior to the Closing Date terminate this Agreement by written notice to the other, without liability to the other, if any bona fide action or proceeding shall be pending against either party on the Closing Date that could result in an unfavorable judgment, decree or order that would prevent or make unlawful the carrying out of this Agreement.

13.2 Defaults Permitting Termination. If either Buyer or Seller materially defaults in the due and timely performance of any of its warranties, covenants, or agreements under this Agreement, the non-defaulting party or parties may, at any time prior to the Closing date give notice in the manner provided in Section 14.7 of termination of this Agreement. The notice shall specify with particularity the default or defaults on which the notice is based. The termination shall be effective on the Closing Date, unless the specified default or defaults have been cured on or before the effective date for termination.

ARTICLE 14. MISCELLANEOUS

14.1 Finder's or Broker's Fees. Each of the parties represents and warrants that it has dealt with no broker or finder in connection with any of the transactions contemplated by this Agreement, and, insofar as it knows, no broker or other person is entitled to any commission or finder's fee in connection with any of these transactions.

14.2 Expenses. Each of the parties shall pay all costs and expenses incurred or to be incurred by it in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

14.3 Headings. The subject headings of the Articles and Sections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

14.4 Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver or any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, 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.

14.5 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronically transmitted signatures shall have the same force, validity and effect as original signatures.

14.6 Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

14.7 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail registered or certified, postage prepaid, and properly addressed as follows (recognizing that in addition to any other form of notice utilized, all notices must also be sent by email):

Seller: Credit Management Association
111 N. Maryland Avenue, Suite 300
Glendale, California 91206
Attn: Molly Froschauer
Email: molly@cmaadjustments.com
Phone: 818-972-5315

with copy to: Levene, Neale, Bender, Yoo & Brill L.L.P.
10250 Constellation Blvd., Suite 1700
Los Angeles, California 90067
Attn: Ron Bender, Esq.
Email: rb@lnbyb.com
Phone: 310-229-1234

Buyer: Global Tinker, Inc.
345 N Maple Dr., Ste 277
Beverly Hills, CA 90210
Attn: Sep Riahi, CEO

with copy to: Rahul Dange
LKP Global Law, LLP
1901 Avenue of the Stars, Suite 480
Los Angeles California 90067
Email: rdange@lkpgl.com
Phone: (424) 239-1910

Any party may change its address for purposes of this Article by giving the other parties written notice of the new address in the manner set forth above.

14.8 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, except that this Agreement shall be given a fair and reasonable construction in accordance with the intention of the parties and without regard to or aid of Section 1654 of the California Civil Code.

14.9 References. Unless otherwise specified, references to Sections or Articles are to Sections or Articles in this Agreement.

14.10 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, 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.

14.11 Venue. Any legal proceeding arising out of or relating to this Agreement or its breach shall be brought in the Superior Court for the County of Los Angeles, State of California, to the exclusion of any other forum, and the parties hereby consent to the jurisdiction of the aforesaid courts.

14.12 Recovery of Litigation Costs. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

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

SELLER:

Credit Management Association, in its sole and limited capacity as assignee for the benefit of creditors of Twistory, LLC

By: 

Its: GM (general manager)

BUYER:

Global Tinker, Inc.

By: 
Babak Razi

Its: Vice President and Secretary

**Schedule 1.1
Equipment**

Asset Descriptions and Valuation

Asset #	Qty	Asset Description	Manufacturer	Model #	Serial #	Year	Condition Code*	Photo #	Forecast Liquidation Value	
									Unit	Extended
*See Condition Code on Page 11										
1	lot	(11) display monitors, 27"	ASUS	PB278Q			Good	3		1,320
2	2	display monitors, 30"	DELL	U3011T			Good	2		900
3	lot	(4) miscellaneous display monitors consisting of: 17, 20" monitors - 2-ACER, 1-SAMSUNG, 1-DELL					Good	4		160
4	4	IMAC computers, 21", 16gb, i5 processor	APPLE	IMAC		2011	Good	5	300	1,200
5	5	IMAC computers, 19", 8 gb, i5 processor	APPLE	IMAC		2012	Good	6	250	1,250
6	1	IMAC computer, 27", 16 gb, i5 processor	APPLE	IMAC		2012	Good	7	650	650
7	3	computers, desktop, 16 gb, i7 processor	APPLE	PowerMac		2010	Good	8	125	375
8	1	desktop personal computer, 16 gb, i7 processor	ASUS	G10AC-4600B5			Good	9	700	700
9	1	Windows personal computer, tower, 12 gb, AMD					Good	10	300	300
10	1	Windows PC server, i7 processor, 16 gb					Good	11	300	300
11	3	personal computers, all-in-ones, AMD, 8 gb	HEWLETT PACKARD	TouchSmart 320			Good	12	200	600
12	2	personal computers, all-in-ones, 16gb, AMD, i5 processor	DELL	Inspiron 1501E 2330			Good	14	200	400
13	1	printer	BROTHER	NL-4050			Good	15	20	20
Assets at Remote User's Locations - NOT INSPECTED										
14	1	Windows RT tablet personal computer (not supportable software)		Surface RT			Good		50	50
15	lot	(8) pre-paid android telephones (old) (insufficient information to value)							N/A	N/A
16	1	desktop 3D replicator/printer	MAKERBOT				Good		1,300	1,300
17	1	display monitors	ASUS	PB278Q			Good		120	120

Schedule 3.2
Allocation of the Purchase Price

Intellectual Property	\$70,000.00
Equipment	<u>\$8,500.00</u>
Total	<u>\$78,500.00</u>

Schedule 1.2
Intellectual Property

1. Shinjuku.

This was conceptualized and written by Chris Morrison, and animated by Yoshitaka Amano. The story is about an American bounty hunter in Japan. It consists of a graphic novel, Facebook game and 20 minutes of animation.

2. 13 Chambers/Belle's War.

The story is set in an alternate western universe around 13 guardians of Abraham Lincoln who possess a special gun. Completed items to date include Belle's War app on the App store, several commercials, and four finished comic books.

3. Paper Girls.

The story is about four girls moving in and out of the real world and into a paper world. Completed items to date include a script and story bible and dozens of images.

4. Ouch! Couch.

This about a group of kids surfing on a couch on the street picking up girls and dodging obstacles. Completed items to date include an iPhone and Android app and some artwork.

5. The Rose Garden.

This is a story that is 50% owned by the Seller and 50% by the artist Sho Murase. It is an unfinished graphic novel that has not been released, and the artist has a right to re-acquire her ownership by paying back the monies Seller spent. Only concept art and storyboard have been created.

6. DBA's

The following dba's, trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights to the extent used by Seller:

Twistory Entertainment
Twistory Studios
Global Tinker

GR #	Qty	Asset Description	Manufacturer	Model #	Serial #	Year	Condition	Photo #	Forecast	
									Unit	Extended
18	1	desktop personal computer	CYBERPOWER	PCX79			Good		500	500
19	1	laptop computer	DELL	XPS 15Z			Good		275	275
20	5	IMAC 15, 21", 16gb	APPLE	IMAC		2012	Good		300	1,500
21	1	personal computer, all-in-one	HEWLETT PACKARD	TouchSmart E20			Good		200	200
22	1	printer	BROTHER	HL-4050			Good		20	20
23	1	storage device, 8-drive	SYNOLOGY				Good		450	450
24	1	storage device, 8-drive	SYNOLOGY				Good		500	500
		TOTAL ALL ASSETS								12,990