

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522804

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cheeburger Cheeburger Restaurants, Inc.		10/25/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Cheeburger Operating Company, LLC		
Street Address:	P.O. Box 3799		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19807		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2991367	CHEEBURGER	
Registration Number:	1590234	CHEEBURGER CHEEBURGER	
Registration Number:	1917040	CHEEBURGER CHEEBURGER BIG IS BETTER	
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:	3026555000		
Email:	gfinizio@bayardlaw.com		
Correspondent Name:	GianClaudio Finizio		
Address Line 1:	P.O. Box 3799		
Address Line 4:	Wilmington, DELAWARE 19807		
NAME OF SUBMITTER:	GianClaudio Finizio		
SIGNATURE:	/GF/		
DATE SIGNED:	05/09/2019		
Total Attachments: 51			
source=Assignment Cheeburger IP#page1.tif			
source=Assignment Cheeburger IP#page2.tif			
source=Assignment Cheeburger IP#page3.tif			

OP \$90.00 2991367

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

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**Assignment**"), dated as of October 25, 2017, between Cheeburger Cheeburger Restaurants, Inc., a Florida corporation ("**Assignor**"), and Cheeburger Operating Company, LLC, a Delaware limited liability company ("**Assignee**"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in Agreement (as defined below).

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated of even date herewith (the "**Agreement**"), pursuant to which Assignor agreed to sell and Assignee agreed to purchase certain assets of Assignor;

WHEREAS, it is a condition to the Closing under the Agreement that Assignor enters into this Assignment to transfer to Assignee certain intellectual property (the "**Assigned IP**") related to the business of the Assignor (the "**Business**");

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned IP; and

WHEREAS, Assignee is the Assignor's successor with respect to the Business, to which Business of the Assigned IP pertain, and the Business is ongoing and existing;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Trademarks. Effective as of the Closing Date, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks set forth in **Schedule I** hereto, (ii) the registrations and applications for registrations thereof and (iii) the goodwill of the business connected with the use thereof and symbolized thereby.
2. Assignment of Domain Names. Effective as of the Closing Date, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the domain names, mobile applications and registrations therefor set forth in **Schedule II** hereto.
3. Transfer of Intangible Assets. Effective as of the Closing Date, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the goodwill and all other intangible assets currently used exclusively in connection with the Business, including, without limitation, if and to the extent in existence, any and all trade secrets, inventions, designs, copyrights, non-registered trademarks and other intellectual property, know-how, manufacturing methods and processes.
4. Relationship with the Agreement. This Assignment is intended to evidence the consummation of the transactions contemplated by the Agreement. This Assignment is made without representation or warranty except as provided in and by the Agreement. This

Assignment is in all respects subject to the provisions of the Agreement and is not intended in any way to supersede, expand, limit or qualify any provision of the Agreement, except that the Schedules attached to this Assignment shall take precedence over the schedules to the Agreement for purposes of this Assignment.

5. Further Assurances. Assignor hereby undertakes to give to Assignee, upon request by Assignee, all assistance reasonably necessary to the end of finalizing endorsements contemplated by this Assignment in favor of Assignee.

6. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

7. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark issues, and (ii) in all other respects, including as to validity (except for trademark issues), the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

8. Counterparts and Effectiveness. This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original but both of which shall constitute the same instrument. This Assignment shall become effective when each party hereto shall have received counterparts thereof signed and delivered (by telecopy or other electronic means) by the other parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

**CHEEBURGER CHEEBURGER
RESTAURANTS, INC.**, a Florida
corporation

By *Paul E. Clark*
Name: *PAUL E. CLARK*
Title: *CEO*

ASSIGNEE:

**CHEEBURGER OPERATING
COMPANY, LLC**, a Delaware
limited liability company

By _____
Name: Anthony Wedo
Title: Manager

[ASSIGNMENT OF INTELLECTUAL PROPERTY SIGNATURE PAGE]

TRADEMARK
REEL: 006641 FRAME: 0431

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

**CHEEBURGER CHEEBURGER
RESTAURANTS, INC.**, a Florida
corporation

By _____

Name:

Title:

ASSIGNEE:

**CHEEBURGER OPERATING
COMPANY, LLC**, a Delaware
limited liability company

By A. Wedo

Name: Anthony Wedo

Title: Manager

Schedule I

Trademarks

See attached.

Schedule II

Domain Names and Mobile Applications

<http://www.cheeburger.com/>

Trademark Status Report by Client

Client: 1263 Cheeburger Cheeburger Restaurants, Inc.

Trademark	Status	Client Ref Number	App Number Reg Number	App Date Reg Date	All Actions	Due Dates
CHEEBURGER Country: United States of America Classes: 43	Registered		76/591,426 2,991,367	10-May-2004 06-Sep-2005	Reminder Next Renew Next Renewal	06-Aug-2024 06-Sep-2025
CHEEBURGER CHEEBURGER Country: Canada Classes: 42	Registered		1214646 TMA765,053	27-Apr-2004 26-Apr-2010	Reminder 6 mo Prior to Renewal First Renewal	26-Oct-2024 26-Apr-2025
CHEEBURGER CHEEBURGER Country: United States of America Classes: 42	Registered		73/767,705 1,590,234	02-Dec-1988 03-Apr-1990	Reminder Next Renew (6 mo) Next Renewal	03-Oct-2019 03-Apr-2020
CHEEBURGER CHEEBURGER & Design Country: Canada Classes: 43	Registered		1531434 TMA827,430	15-Jun-2011 03-Jul-2012	Foreign Rem Prior to Renewal First Renewal	03-Jan-2027 03-Jul-2027
CHEEBURGER CHEEBURGER BIG IS BETTER & Design Country: United States of America Classes: 42	Registered		1,917,040	05-Sep-1995	Reminder Next Renew Next Renewal	05-Aug-2024 05-Sep-2025

TRADEMARK

REEL: 006641 FRAME: 0434

Schedule III

Intangible Assets

None.

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of October 25, 2017 (this "**Agreement**"), is entered into among Cheeburger Cheeburger Restaurants, Inc., a Florida corporation, and Cheeburger Cheeburger FVA, Inc., a Virginia corporation ("**Cheeburger Virginia**") (jointly, "**Seller**"), Cheeburger Operating Company, LLC, a Delaware limited liability company ("**Buyer**"), and Bruce Zicari, an individual ("**Seller Principal**"), whose primary address is 1701 SW 64th Way, Boca Raton, FL 33428.

RECITALS

WHEREAS, Seller is engaged in the ownership and operation of the Cheeburger Cheeburger franchise business (the "**Business**");

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, the rights and obligations of Seller to the Purchased Assets (as defined herein), subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
PURCHASE AND SALE**

Section 1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance (each, an "**Encumbrance**"), all of Seller's right, title and interest in and to the following property and assets owned by Seller:

(a) the franchise agreements and the development agreements and the guarantees related thereto set forth on **Section 1.01(a)** of the disclosure schedules attached hereto (the "**Disclosure Schedules**"), and any franchise agreements and development agreements and the guarantees related thereto which are in process as of the Closing Date (as defined herein), whether or not such agreements are listed on **Schedule 1.01(a)**;

(b) the personal property set forth on **Schedule 1.01(b)** of the Disclosure Schedules;

(c) all right, title and interest in and to the contracts set forth on **Schedule 1.01(c)** of the Disclosure Schedules, including all right, title and interest in and to any and all vendor rebates or commission signage pursuant to such contracts paid after the Closing (the "**Assumed Contracts**");

(d) the licenses, permits and registrations set forth on **Schedule 1.01(d)** of the Disclosure Schedules to the extent assignable;

(e) all Intellectual Property (as hereinafter defined) that relates to the "Cheeburger Cheeburger" franchise system, including the copyrights, trademarks, patents and domain name registrations set forth on **Schedule 1.01(e)** of the Disclosure Schedules, and all rights related thereto (the "**Purchased IP**");

(f) all trade names set forth on **Schedule 1.01(f)** of the Disclosure Schedules and business telephone and fax numbers;

(g) all existing service records, operating guides and manuals relating to the "Cheeburger Cheeburger" franchise system which will be provided via website;

(h) to the extent not included in **Section 1.01 (a)** through **(g)** above, all assets of Seller related to the "Cheeburger Cheeburger" franchise restaurant located at Unit No. 5150, Spotsylvania Towne Centre, Fredericksburg, Virginia (the "**VA Company Store**"), including the assets described in **Schedule 1.01(h)** of the Disclosure Schedules; and

The assets described above are hereafter referred to collectively as the "**Purchased Assets.**"

Section 1.02 Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include (a) except for the cash on hand in the VA Company Store at the Closing, all cash and cash equivalents including any amounts paid to Seller under any Assumed Contract prior to the Closing; (b) (without duplication of the amount excluded under clause (e) below), all of the franchise royalties earned during the seven-day franchise royalty accrual period running from Monday to Sunday before the royalty accrual period during which the Closing occurs (the amount excluded from Purchased Assets pursuant to this clause (b) is the "**Penultimate Weekly Franchise Royalty Amount**"); (c) (without duplication of the amount excluded under clause (e) below), a portion of all franchise royalties earned during the seven-day franchise royalty accrual period running from Monday to Sunday during which the Closing occurs (the "**Final Franchise Week**"), such portion to be equal to the total amount of franchise royalties earned during the Final Franchise Week multiplied by a fraction, the numerator of which is the number of days of the Final Franchise Week elapsed as of the Closing Date (including the Closing Date) and the denominator of which is seven (7) (the amount excluded from Purchased Assets pursuant to this clause (c) is the "**Final Weekly Franchise Royalty Amount**"); (d) all of the franchise royalties payable by the

franchisees whose stores are located at Richmond International Airport (Richmond VA), Orlando Sanford International Airport (Sanford FL), Texas State University (San Marcos TX), Newark International Airport (Newark NJ) and JFK International Airport (Queens NY) (collectively, the "**Monthly Payment Franchisees**") earned during the month of September 2017 (the amount excluded from Purchased Assets pursuant to this clause (d) is the "**Penultimate Monthly Franchise Royalty Amount**"); (e) a portion of all franchise royalties payable by the Monthly Payment Franchisees earned during the month of October 2017 (the "**Final Franchise Month**"), such portion to be equal to the total amount of franchise royalties payable by the Monthly Payment Franchisees earned during the Final Franchise Month multiplied by a fraction, the numerator of which is the number of days of the Final Franchise Month elapsed as of the Closing Date (including the Closing Date) and the denominator of which is thirty one (31) (the amount excluded from Purchased Assets pursuant to this clause (e) is the "**Final Monthly Franchise Royalty Amount**"); (f) two payments of \$8,000 each (less broker's commissions) payable to Seller after the Closing Date relating to the franchise in Indianapolis IN; and (g) those other assets as set forth on **Schedule 1.02** of the Disclosure Schedules (the "**Excluded Assets**"). Buyer shall remit the Penultimate Weekly Franchise Royalty Amount, the Final Weekly Franchise Royalty Amount, the Penultimate Monthly Franchise Royalty Amount and the Final Monthly Franchise Royalty Amount to Seller in cash within three business days after such franchise royalties are paid to Buyer.

Any and all payments of any kind which are due to Buyer pursuant to the terms of this Agreement but which are, at any time received or held by Seller or Seller Principal, shall be so received or held in trust for Buyer, shall be segregated from other property of Seller and Seller Principal and shall be forthwith delivered to Buyer in the same form as so received or held, with any necessary indorsements. Any and all payments of any kind which are due to Seller or Seller Principal pursuant to the terms of this Agreement but which are, at any time received or held by Buyer, shall be so received or held in trust for Seller or Seller Principal, as the case may be, shall be segregated from other property of Buyer and shall be forthwith delivered to Seller or Seller Principal, as the case may be, in the same form as so received or held, with any necessary indorsements.

Section 1.03 Assumed Liabilities. At the Closing, Buyer shall assume, and agrees to pay, discharge or perform, as appropriate, (a) Seller's obligations under the Assumed Contracts arising after and dischargeable following the Closing; (b) Seller's obligations under (i) that Settlement Agreement dated as of June 1, 2013 by and among Seller and Spartan Holdco, LLC, a Delaware limited liability company, and (ii) that Settlement Agreement dated as of December 11, 2003 by and among Billy Goat 1, Inc., an Illinois corporation, Seller, and JML Restaurants, Inc., an Illinois corporation, and (c) all other liabilities and obligations set forth on **Schedule 1.03** of the Disclosure Schedules (collectively, the "**Assumed Liabilities**").

Section 1.04 Retained Liabilities. Except for the Assumed Liabilities, Buyer shall not assume any liabilities or obligations of Seller of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

Section 1.05 Purchase Price.

(a) The purchase price for the Purchased Assets shall be \$900,000.00 (the "**Purchase Price**").

(b) The Buyer shall pay \$905,000.00 (calculated as the Purchase Price, minus the Broker Payment (as hereinafter defined), plus the Seller Attorney Fee Payment (as hereinafter defined) and plus the Initial Non-Compete Payment (as hereinafter defined)), to Seller on the Closing Date in cash, by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth on **Schedule 1.05(b)** of the Disclosure Schedules.

(c) On the Closing Date, in consideration of the services to be provided by Seller to Buyer under the Post-Closing Agreement (as hereinafter defined) for the first year following the Closing Date, Buyer shall pay to Seller \$75,000.00 (the "**First Year Consulting Payment**") in cash, by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth on **Schedule 1.05(b)** of the Disclosure Schedules. Subject to the Post-Closing Agreement and Article VI, Buyer shall pay to Seller \$75,000.00 (the "**Second Year Consulting Payment**") in consideration of the services to be provided by Seller to Buyer under the Post-Closing Agreement during the second year following the Closing Date. The Second Year Consulting Payment shall be payable in four equal quarterly installments of \$18,750 each on January 1, April 1, July 1 and October 1, 2019, by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth on **Schedule 1.05(b)** of the Disclosure Schedules (or such other wire instructions as Seller shall deliver to Buyer for such purpose by notice in accordance with this Agreement). In the event that any installment of the Second Year Consulting Payment is not paid when due and such non-payment is not cured within any applicable grace or cure period, Buyer shall pay Seller a late fee calculated at the rate of 1.5% per month on the amount past due from the date due until it is paid in full, but in no event shall any late fees or other amounts individually (or in the aggregate to the extent such amounts are aggregated under applicable law) be greater than the highest rate permitted by applicable law.

(d) On the Closing Date, Buyer shall make payment to the Seller's broker in the aggregate amount of \$75,000.00 (the "**Broker Payment**") as set forth on **Schedule 1.05(d)**. The Broker Payment shall be made by Buyer directly to the Seller's broker in the amount set forth on **Schedule 1.05(d)** of the Disclosure Schedules in cash, by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth on **Schedule 1.05(d)** of the Disclosure Schedules.

(e) On the Closing Date, Buyer shall pay to Seller \$5,000.00 (the "**Seller Attorney Fee Payment**") for a portion of Seller's attorney's fees related to the transaction contemplated by this Agreement, in cash, by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth on **Schedule 1.05(b)** of the Disclosure Schedules; provided, however, that except as otherwise explicitly provided herein, Buyer shall have no further obligation to pay any expenses of Seller in connection with this Agreement.

(f) On the Closing Date, Buyer shall pay Samuel Lundy ("**Lundy**") and Julien Friez ("**Friez**") the aggregate amount of \$50,000.00 (the "**Lundy and Friez Settlement Payments**") as set forth on **Schedule 1.05(f)** of the Disclosure Schedules. The Lundy and Friez Settlement Payments shall be made by Buyer directly to each of Lundy and Friez in the amounts set forth on **Schedule 1.05(f)** of the Disclosure Schedules in cash, by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth on **Schedule 1.05(f)** of the Disclosure Schedules.

(g) Subject to Article VI hereof, Buyer shall pay to Seller:

(i) the amount of \$25,000 for each new store that opens in the 36 month period (the "**New Store Bonus Period**") post-closing of this transaction with no deductions for stores that may close during this time period;

(ii) for each new franchise agreement relating to any "Cheeburger Cheeburger" franchise store other than a mobile store entered into by the Buyer or any Affiliate of Buyer and any franchisee that is a "Cheeburger Cheeburger" franchisee immediately prior to entering into the new franchise agreement (a "**Current Franchisee**") within the New Store Bonus Period, the actual franchise fee paid under the franchise agreement but not less than \$15,000.00 or more than \$25,000.00;

(iii) for each new franchise agreement relating to any mobile "Cheeburger Cheeburger" franchise store entered into by Buyer or any Affiliate of Buyer and any franchisee other than a Current Franchisee within the New Store Bonus Period, the actual franchise fee paid under such franchise agreement but not less than \$7,500.00;

(iv) for each new franchise agreement relating to any mobile "Cheeburger Cheeburger" franchise store entered into by Buyer or any Affiliate of Buyer and a Current Franchisee between October 1, 2018 and the end of the New Store Bonus Period, the actual franchise fee paid under such franchise agreement but not less than \$7,500.00 (such amounts payable under clauses (i), (ii), (iii) and (iv) above, the "**New Store Bonus Payments**" and, together with the Second Year Consulting Payment, the "**Post-Closing Payment Obligations**"). For avoidance of doubt, each of the New Store Bonus Payments described in clauses (i), (ii), (iii) and (iv) above are the sole and exclusive payments related to each franchise agreement described therein, and Buyer shall not be obligated to pay more than one New Store Bonus Payment for any new franchise agreement.

(h) During the New Store Bonus Period, the Buyer's obligation to make a New Store Bonus Payment shall accrue at the time the franchise agreement for each new franchise is executed by the franchisee and shall be payable when the new franchise is opened, and such obligation shall remain in effect even if such new franchise opens after the end of the New Store Bonus Period. New Store Bonus Payments shall be made every six (6) months after the Closing Date for all new franchise agreements signed during such six (6) month period by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth in **Schedule 1.05(b)** of the Disclosure Schedules. In the event any "Cheeburger Cheeburger" franchise restaurant existing as of the Closing Date closes or ceases to operate, such closure or failure to operate shall not affect the New Store Bonus Payment. In the event that any New Store Bonus Payment is not paid when due and such non-payment is not cured within any applicable grace or cure period, Buyer shall pay Seller a late fee calculated at the rate of 1.5% per month on the amount past due from the date due until it is paid in full, but in no event shall any late fees or other amounts individually (or in the aggregate to the extent such amounts are aggregated under applicable law) be greater than the highest rate permitted by applicable law. In the event that Buyer fails to satisfy any Post-Closing Payment Obligations when due, Borrower shall have the right to cure such failure within five (5) days of receipt of notice from Seller or Seller Principal without penalty, including late fees.

(i) Buyer and any Buyer Affiliate shall have no obligation to make any New Store Bonus Payments for any "Cheeburger Cheeburger" franchise agreements which are already signed or in process as of the Closing Date to the extent that Seller has already received the franchise fee with respect to such franchise agreements.

(j) Buyer covenants and agrees that it shall not charge or collect any franchise fees under any franchise agreement relating to a food truck or other mobile "Cheeburger Cheeburger" franchise store entered into by Buyer or any Affiliate of Buyer and a Current Franchisee between the date of this Agreement and September 30, 2018 and that no royalties shall be payable or accrue under any such franchise agreement.

Section 1.06 Allocation of Purchase Price. Within 60 days after the Closing Date, Buyer shall deliver a schedule allocating the Purchase Price among the Purchased Assets (the "**Allocation Schedule**"). The Allocation Schedule shall be prepared in accordance with Section 1060 of the Code. Buyer and Seller acknowledge and agree that substantially all of the Purchase Price shall be allocated to goodwill and intangible assets and a small portion of the Purchase Price may be allocated to tangible assets located at the VA Company Store. The Allocation Schedule shall be deemed final unless Seller notifies Buyer in writing that Seller objects to one or more items reflected in the Allocation Schedule within 15 days after delivery of the Allocation Schedule to Seller. In the event of any such objection, Seller and Buyer shall negotiate in good faith to resolve such dispute; provided, however, that if Seller and Buyer are unable to resolve any dispute with respect to the Allocation Schedule within 60 days after the delivery of the Allocation Schedule to Seller, such dispute shall be resolved by an impartial nationally

recognized firm of independent certified public accountants mutually appointed by Buyer and Seller. The fees and expenses of such accounting firm shall be borne equally by Seller and Buyer. Seller and Buyer agree to file their respective IRS Forms 8594 and all federal, state and local tax returns in accordance with the Allocation Schedule.

ARTICLE II CLOSING

Section 2.01 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place simultaneously with the execution of this Agreement on the date of this Agreement electronically. The date on which the payment due to Seller pursuant to **Section 1.05(b)** occurs is referred to herein as the "**Closing Date**."

Section 2.02 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer the following:

(i) a bill of sale in the form of **Exhibit A** hereto duly executed by Seller, transferring the tangible personal property included in the Purchased Assets to Buyer;

(ii) an assignment and assumption agreement in the form of **Exhibit B** hereto (the "**Assignment and Assumption Agreement**") duly executed by Seller, effecting the assignment to and assumption by Buyer of the Assumed Contracts and other intangible assets included in the Purchased Assets and the Assumed Liabilities;

(iii) an intellectual property assignment agreement in the form of **Exhibit C** hereto duly executed by Seller, transferring all of Seller's right, title and interest in and to the trademark registrations and applications, patents and patent applications, copyright registrations and applications and domain name registrations (together with any and all passwords and procedures required to access and operate such domain name registrations) included in the Purchased Assets to Buyer;

(iv) a Post-Closing Agreement in the form of **Exhibit D** hereto (the "**Post-Closing Agreement**") duly executed by Seller and Seller Principal; and

(v) a certificate of an officer of Seller certifying as to (A) the organizational documents of Seller, (B) the resolutions of the sole manager of Seller, duly adopted and in effect, which authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby, and (C) the names and signatures of the officers of Seller authorized to sign this Agreement and the documents to be delivered hereunder.

(b) At the Closing, Buyer shall deliver to Seller the following:

(i) the Assignment and Assumption Agreement duly executed by Buyer;

(ii) the Post-Closing Agreement executed by Buyer; and

(iii) a certificate of an officer of Buyer certifying as to (A) the organizational documents of Buyer, (B) the resolutions of the manager of Buyer, duly adopted and in effect, which authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby, and (C) the names and signatures of the officers of Buyer authorized to sign this Agreement and the documents to be delivered hereunder.

(c) At the Closing, Buyer shall deliver to Seller the following:

(i) the Purchase Price, less the Broker Payment, plus the Seller Attorney Fee Payment and plus the First Year Consulting Payment, in the aggregate amount of \$905,000.00.

(d) At the Closing, there shall have been delivered to Seller the following:

(i) the original executed promissory note in the original principal amount of \$525,000 issued by Seller to Lundy (the "**Lundy Promissory Note**") pursuant to the Settlement Agreement dated September 24, 2014 by an among Seller, Seller Principal, Lundy and Friez (the "**Lundy Friez Settlement Agreement**") for cancellation;

(ii) a general release in the form attached hereto as **Exhibit E** (a "**General Release**"), releasing Seller and Seller Principal from all claims relating to the Lundy Friez Settlement Agreement, the duly executed by Lundy;

(iii) the original executed certificates representing the shares of Seller common stock pledged to Lundy as security for the Lundy Promissory Note;

(iv) the original executed promissory note in the original principal amount of \$175,000 issued by Seller to Friez (the "**Friez Promissory Note**") pursuant to the Lundy Friez Settlement Agreement for cancellation;

(v) a General Release, releasing Seller and Seller Principal from all claims relating to the Lundy Friez Settlement Agreement, the duly executed by Friez; and

(vi) the original executed certificates representing the shares of Seller common stock pledged to Friez as security for the Friez Promissory Note.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER AND SELLER PRINCIPAL

Each of Seller, Seller Principal and Cheeburger Virginia represents and warrants to Buyer that the statements contained in this **Article III** are true and correct as of the date hereof. For purposes of this **Article III**, (i) "Seller's knowledge," "knowledge of Seller" and any similar phrases shall mean the actual knowledge of Seller Principal. For

purposes of this Agreement, an "Affiliate" of Buyer or Seller (each, a "Specified Person") shall mean any person or entity who directly or indirectly controls, or is controlled by, or is under common control with, a Specified Person. For purposes of this Agreement, "control" of a person or entity means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

Section 3.01 Organization and Authority of Seller; Enforceability. Seller is a corporation duly formed and organized, validly existing and in good standing under the laws of the State of Florida. Cheeburger Virginia is a corporation duly formed and organized, validly existing and in good standing under the laws of the State of Virginia. Each of Seller and Cheeburger Virginia has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Seller and Cheeburger Virginia of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Seller and Cheeburger Virginia. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller, Seller Principal and Cheeburger Virginia, as applicable, and (assuming due authorization, execution and delivery by Buyer) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Seller, Seller Principal and Cheeburger Virginia, as applicable, enforceable against Seller and Seller Principal, as applicable, in accordance with their respective terms.

Section 3.02 No Conflicts; Consents. The execution, delivery and performance by Seller, Seller Principal and Cheeburger Virginia of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, bylaws or other organizational documents of Seller or Cheeburger Virginia, as applicable; (b) to Seller's knowledge, violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Seller, Seller Principal, Cheeburger Virginia or the Purchased Assets; (c) to Seller's knowledge conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Seller, Seller Principal or Cheeburger Virginia is a party or to which any of the Purchased Assets are subject; or (d) to Seller's knowledge result in the creation or imposition of any Encumbrance on the Purchased Assets. To Seller's knowledge, no consent, approval, waiver or authorization is required to be obtained by Seller or Cheeburger Virginia from any person or entity (including any governmental authority) in connection with the execution, delivery and

performance by Seller or Cheeburger Virginia of this Agreement and the consummation of the transactions contemplated hereby.

Section 3.03 Title to Purchased Assets. Together Seller and Cheeburger Virginia own and have good title to the Purchased Assets, free and clear of Encumbrances, as of the Closing upon payment of the Purchase Price. The Purchased Assets include substantially all assets of Seller and Cheeburger Virginia which are currently used in the operation of the business of Seller and Cheeburger Virginia as currently conducted, and, except for the Excluded Assets, none of Seller, Seller Principal or Cheeburger Virginia shall retain any right, title or interest in, to or under any assets currently used in the operation of the business of the Seller or Cheeburger Virginia as currently conducted.

Section 3.04 Financial Statements. Seller or Cheeburger Virginia, as applicable, has previously delivered to Buyer (i) audited financial statements of the business of Seller through August 2016 (the "**Financial Statements**") and (ii) royalty collection reports and related bank statements entries for the year to date through March 31, 2017 (the "**Royalty Reports**"). The Financial Statements fairly present in all material respects the assets, liabilities and financial condition of Seller with respect to Seller's business as of the date thereof and fairly present the result of operations in all material respects of Seller with respect to the business of Seller for the period referred to therein, in each case substantially in accordance with generally accepted accounting principles consistently applied ("**GAAP**"). The Royalty Reports are true and correct in all material respects.

Section 3.05 No Undisclosed or Contingent Liabilities. To Seller's knowledge, there are no liabilities or obligations of any nature (whether absolute, accrued, contingent or otherwise and whether due or to become due) relating to the Purchased Assets that are not fully reflected in the Financial Statements or the Disclosure Schedules, except for liabilities and obligations incurred in the ordinary course of business since August 31, 2016 (the "**Financial Statements Date**") or that are not required under GAAP to be reflected on, or reserved against in, a balance sheet with respect to the business of Seller.

Section 3.06 Condition of Assets. Buyer acknowledges and agrees that the tangible personal property included in the Purchased Assets are to be sold as is and where is and without warranty of any kind, whether express or implied, including, without limitation, any warranty of merchantability, condition or fitness for a particular purpose. Prior to the Closing, Buyer shall have inspected the tangible personal property included in the Purchased Assets and upon Closing will accept such property as is, where is, and with all faults and in their present condition and state of repair.

Section 3.07 Intellectual Property.

(a) **"Intellectual Property"** means any and all of the following in the United States and any other jurisdiction and country: (i) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; (v) internet domain name registrations; and (vi) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing).

(b) **Schedule 1.01(e)** of the Disclosure Schedules sets forth all Purchased IP that is the subject of an application, certificate, filing, registration or other document issued, filed with, or recorded by any governmental entity (the **"Registered Intellectual Property"**). Seller owns or has adequate, valid and enforceable rights to use all the Registered Intellectual Property, free and clear of all Encumbrances, pursuant to the laws governing such registrations or filings. Seller is not bound by any outstanding judgment, injunction, order or decree restricting the use of the Registered Intellectual Property, or restricting the licensing thereof to any person or entity. With respect to the Registered Intellectual Property, to Seller's knowledge (i) all such Intellectual Property is valid, subsisting and in full force and effect and (ii) Seller has paid all maintenance fees and made all filings required to maintain Seller's ownership thereof. For any such registered Intellectual Property, **Schedule 1.01(e)** of the Disclosure Schedules lists (A) the jurisdiction where the application or registration is located, (B) the application or registration number, and (C) the application or registration date.

(c) To Seller's knowledge and except as set forth on **Schedule 3.07(c)** of the Disclosure Schedules, Seller's prior and current use of the Registered Intellectual Property has not and does not infringe, violate, dilute or misappropriate the Intellectual Property of any person or entity and there are no claims pending or threatened by any person or entity with respect to the ownership, validity, enforceability, effectiveness or use of the Registered Intellectual Property. Except as set forth on **Section 3.07(c)** of the Disclosure Schedules, to Seller's knowledge, no person or entity is infringing, misappropriating, diluting or otherwise violating any of the Registered Intellectual Property, and neither Seller nor Seller Principal has made or asserted any claim, demand or notice against any person or entity alleging any such infringement, misappropriation, dilution or other violation.

(d) The Purchased IP includes all Intellectual Property which is currently used in the operation of the business of Seller as currently conducted, and neither Seller nor Seller Principal shall retain any right, title or interest in, to or under any Purchased IP which is currently used in the operation of the business of Seller as currently conducted or in any Intellectual Property to be developed in connection with, based on or related to the Business in the United States or any other country.

Section 3.08 Assigned Contracts. Schedule 1.01(a) and 1.01(c) of the Disclosure Schedules includes each contract included in the Purchased Assets being assigned to and assumed by Buyer (the "Assigned Contracts"). To Seller's knowledge, each Assigned Contract is valid and binding on Seller in accordance with its terms and is in full force and effect. To Seller's knowledge, Seller is not in material breach or material default under any of the Assigned Contracts. As of the Closing Date, Seller has taken all steps necessary or advisable to permit and accomplish the assignment of the Assigned Contracts to, and assumption of the Assigned Contracts by, Buyer, including, but not limited to, obtaining any and all necessary consents and providing any and all necessary notices.

Section 3.09 Permits. Schedule 1.01(d) of the Disclosure Schedules lists all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained from governmental authorities included in the Purchased Assets (the "Transferred Permits"). To Seller's knowledge, the Transferred Permits are valid and in full force and effect. To Seller's knowledge, all fees and charges with respect to such Transferred Permits as of the date hereof have been paid in full.

Section 3.10 Employees. The Current Cheeburger Staff (as defined herein) are not a part of a union or other collective bargaining unit or agreement, and Seller is not under any obligation to fund or contribute to any union pension plan with respect to the Current Cheeburger Staff.

Section 3.11 Compliance With Laws. To Seller's knowledge, and in reliance upon Seller's franchise counsel, Seller has complied, and is now complying, in all material respects with all applicable federal, state and local laws and regulations applicable to ownership and use of the Purchased Assets.

Section 3.12 Legal Proceedings. There is no claim, action, suit, proceeding or governmental investigation ("Action") of any nature pending or, to Seller's knowledge, threatened against or by Seller (a) relating to or affecting the Purchased Assets; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

Section 3.13 Bankruptcy. None of Seller, Seller Principal or Cheeburger Virginia has applied for or consented to the appointment of a receiver, trustee or liquidator of itself or any of its respective property, admitted in writing their inability to pay debts as they mature, made a general assignment for the benefit of creditors, been adjudicated bankrupt or insolvent or filed a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt,

dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law, and no action has been taken by it for the purpose of effecting any of the foregoing. To Seller's knowledge, no order, judgment or decree has been entered by any court of competent jurisdiction approving a petition seeking reorganization of Seller or Cheeburger Virginia, or all or a substantial part of the assets of Seller or Cheeburger Virginia, or appointing a receiver, sequestrator, trustee or liquidator of it or any of its respective property. Neither Seller nor Cheeburger Virginia has entered into this Agreement with the intent to file a petition under the United States Bankruptcy Code, as amended, or any other Federal or state insolvency or similar law.

Section 3.14 Fraudulent Conveyance. None of Seller, Seller Principal or Cheeburger Virginia has entered into this Agreement with the intent to hinder, delay, or defraud any creditor, and Seller, to its knowledge, has received reasonably equivalent value in exchange for its respective obligations under this Agreement.

Section 3.15 Brokers. Except for Joan Winchester, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

Section 3.16 Full Disclosure. To Seller's knowledge, no representation or warranty by Seller in this Agreement and no statement contained in the Disclosure Schedules to this Agreement or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances and time in which they are made, not misleading.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this **Article IV** are true and correct as of the date hereof. For purposes of this **Article IV**, "Buyer's knowledge," "knowledge of Buyer" and any similar phrases shall mean the actual knowledge of any manager, officer, employee, agent or representative of Buyer of any of its Affiliates.

Section 4.01 Organization and Authority of Buyer; Enforceability. Buyer is a limited liability company duly formed and organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has full limited liability company power and authority to enter into this Agreement and the documents to be delivered

hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite limited liability company action on the part of Buyer. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

Section 4.02 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of formation, operating agreement or other organizational documents of Buyer; or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer. No consent, approval, waiver or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby.

Section 4.03 Legal Proceedings. There is no Action of any nature pending or, to Buyer's knowledge, threatened against or by Buyer that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

Section 4.04 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

Section 4.05 Sufficiency of Funds. Buyer has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement.

Section 4.06 Solvency. Immediately after giving effect to the transactions contemplated hereby, Buyer shall be solvent and shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities); and (c) have adequate capital to carry on its business. No transfer of property

is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Buyer or Seller. In connection with the transactions contemplated hereby, Buyer has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

Section 4.07 Independent Investigation. Buyer has conducted its own independent investigation, review and analysis of the Business, the Purchased Assets and the Assumed Liabilities, and acknowledges that it has been provided adequate access to the franchisees, personnel, properties, assets, franchise agreements, premises, books and records, and other documents and data of Seller for such purpose. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied solely upon its own investigation and the express representations and warranties of Seller set forth in Article III of this Agreement (including related portions of the agreements executed in connection with this Agreement and attached hereto as Exhibits (the "Exhibits") and the Disclosure Schedules); and (b) neither Seller, Seller Principal nor any other person has made any representation or warranty as to Seller, its business and operations, the Purchased Assets or this Agreement, except as expressly set forth in Article III of this Agreement (including the related portions of the Exhibits and the Disclosure Schedules).

ARTICLE V COVENANTS

Section 5.01 Public Announcements. Unless otherwise required by applicable law, neither Buyer nor Seller shall make any public announcements in connection with the Closing regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other (which consent shall not be unreasonably withheld or delayed). After the Closing Date, (i) Seller shall not make any public announcements about the Business, this Agreement or any related matter without the consent of the Buyer, and (ii) Buyer shall have the right to make any public announcement without the consent of the Seller, unless Seller Principal's name is used in such announcement, in which case Seller Principal's prior written consent is required.

Section 5.02 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

Section 5.03 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and

interest) ("**Transfer Taxes**") incurred in connection with this Agreement and the documents to be delivered hereunder imposed by law on the Seller shall be borne and paid by Seller when due and all of the Transfer Taxes imposed by law on the Buyer shall be borne and paid by Buyer when due. Buyer and Seller shall each, at its own expense, timely file any tax return or other document with respect to such taxes or fees (and the other shall cooperate with respect thereto as necessary).

Section 5.04 Further Assurances. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably requested by the other to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder. Without limitation of the foregoing, after the Closing, each of Buyer on the one hand and Seller on the other shall cooperate fully with the other and shall make available to the other and to any taxing authority all information, records or documents in its possession which are reasonably requested in connection with the preparation of any tax returns or in connection with any tax liability of Seller for any period prior to or following the Closing, and otherwise shall cooperate in connection with all matters, including litigation and personnel matters, involved in the transfer of the Purchased Assets from Seller to Buyer.

Section 5.05 Cheeburger Employees. Effective as of the Closing, Seller shall terminate Seller's current staff including all employees of Cheeburger Virginia. Buyer shall retain each member of Seller's staff (the "**Current Cheeburger Staff**") whose names, titles, current weekly pay rate and monthly benefits are listed on **Schedule 5.05** of the Disclosure Schedules for a period of ninety (90) days after the Closing (the "**Contractor Period**"), at their current weekly pay rate and pay them each month an additional amount equal to one half of the cost of their current monthly benefits, as independent contractors pursuant to an agreement in the form attached hereto as **Exhibit F**. Notwithstanding the obligation of Buyer to retain each member of the Current Cheeburger Staff for the entire Contractor Period, if Buyer terminates any member of the Current Cheeburger Staff prior to the conclusion of the Contractor Period (for any reason or for no reason), Buyer shall pay such member of the Current Cheeburger Staff at his or her current pay rate for the remainder of the Contractor Period and will pay him or her a one-time payment equal to thirty (30) days compensation at his or her current pay rate plus an additional amount equal to the cost of their current monthly benefits. If any member of the Current Cheeburger Staff voluntarily terminates his or her contractor arrangement during the Contractor Period, such member of the Current Cheeburger Staff shall be paid at his or her current pay rate through the final date of his or her contractor arrangement with Buyer, as agreed between Buyer and such member of the Current Cheeburger Staff, and shall not be entitled to any additional compensation. After the conclusion of the Contractor Period, Buyer may, at its sole discretion, cease to retain any or all of the Current Cheeburger Staff; provided, however, Buyer shall pay to any

member of the Current Cheeburger Staff who remains in the service of Buyer for the entire Contractor Period, upon his or her termination at any time thereafter (for any reason or for no reason), a one-time payment equal to thirty (30) days compensation at their current pay rate plus an additional amount equal to the cost of their current monthly benefits.

Section 5.06 Operation of Franchise. During the thirty-six (36) months immediately following the Closing (the "**Covenant Period**" and each the three successive twelve (12) month periods included therein is a "**Covenant Year**"), the Buyer shall not, without the prior written consent of Seller, (a) merge with or into any other entity unless the Buyer is the entity surviving such merger and the persons owning a majority of the voting and non-voting securities of Buyer immediately prior to such merger own at least a majority of the voting and non-voting securities of the surviving entity, (b) sell all or substantially all of its assets (provided, however, Buyer may sell any or all of the Purchased Assets located at VA Company Store without the prior written consent of Seller), (c) permit any person or group of persons (other than the current members of Buyer) to acquire control (by ownership of voting securities or otherwise) of the Buyer or (d) otherwise permit any person or group of persons to obtain control of the "Cheeburger Cheeburger" franchise system or any material Purchased Assets (including without limitation any of the Assumed Contracts or the Purchased IP). Without limitation of the foregoing, as a condition to the consummation of any merger or sale or transfer of securities of the Buyer which the Buyer may consummate without the prior written consent of Seller pursuant to this Section 5.06, Buyer shall require each new person acquiring an interest in the Buyer to expressly acknowledge in writing the obligations of Buyer under this Agreement.

Section 5.07 Liquidated Damages. In the event of any breach by Buyer of Section 5.06, the Buyer shall immediately pay to Seller Principal (a) any portion of the Final Non-Compete Payment not yet paid to Seller Principal plus (b) any New Store Bonus Payments having accrued at the time of such breach, and (c) liquidated damages in the amount equal to the sum of (i) \$100,000 for each complete Covenant Year remaining in the Covenant Period as of the date of breach plus (ii) an amount equal to \$100,000 multiplied by a fraction, the numerator of which is the number of days remaining in the Covenant Year in which the breach occurs as of the date of breach and the denominator of which is 365 net of any New Store Bonus Payments actually paid during such Covenant Year as of the date of breach (the amount payable pursuant to clause (c) are the "**Liquidated Damages**"). The parties acknowledge and agree that the Liquidated Damages shall constitute liquidated damages and not a penalty. The parties further acknowledge that (i) the amount of loss or damages likely to be incurred by Seller Principal upon a breach of Section 5.06 by Buyer is uncertain and difficult or impossible to precisely estimate, (ii) the amount of the Liquidated Damages bears a reasonable

relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with any such breach by Buyer.

ARTICLE VI INDEMNIFICATION AND HOLDBACK

Section 6.01 Survival. All representations and warranties contained herein and all related rights to indemnification shall survive for eighteen (18) months following the Closing (the "**Survival Period**"). Each of Seller and Seller Principal agrees that the Post-Closing Payment Obligations shall be used to secure payment in connection with any breaches of Seller's or Seller Principal's representations and warranties contained herein and any Seller or Seller Principal indemnification obligations hereunder on the terms set forth in this Section 6.01. In the event that, on or before the date of the final payment of the Post-Closing Payment Obligations and prior to the expiration of the Survival Period, Buyer determines that it has a claim for which it is entitled to indemnification under this Article VI against Seller (a "**Claim**"), Buyer shall within a reasonable time after such determination notify Seller of such Claim in writing. The notice shall describe the nature of the Claim, if the Claim is determinable, the amount of the Claim, or if not determinable, an estimate of the amount of the Claim. For a period of thirty (30) days following the giving of the notice of such Claim (the "**Claim Dispute Resolution Period**"), the Buyer and the Seller shall attempt to resolve any differences they may have with respect to such Claim. If a resolution is not reached within the applicable Claim Dispute Resolution Period (unless the parties agree to extend the period), the matter may be submitted to a court of competent jurisdiction. In the event that any Claim is not resolved within the applicable Claim Dispute Resolution Period, Buyer shall have the right (the "**Holdback Right**") but not an obligation, on notice to Seller, to timely deposit the amount of any Post-Closing Payment Obligations with Woods Oviatt Gilman LLP, as escrow agent (the "**Escrow Agent**") who shall hold it in escrow pursuant to an escrow agreement in the form attached hereto as **Exhibit G** until its receipt of (i) joint instructions executed by Buyer and Seller directing the funds be paid out of escrow, at which time the Escrow Agent shall pay such amounts out of escrow as set forth in the executed joint instruction, or (ii) the final non-appealable order of a court of competent jurisdiction (an "**Order**") directing delivery of all or a portion of such escrowed funds, at which time the Escrow Agent shall pay such amounts out of escrow as set forth in the Order.

Section 6.02 Indemnification By Seller. Subject to the other terms and conditions of this **Article VI**, Seller shall defend, indemnify and hold harmless Buyer from and against all actual out-of-pocket damages, liabilities, losses, costs and expenses, including attorneys' fees and disbursements (collectively, "**Losses**") incurred or sustained by, or imposed upon, it (as determined pursuant to a final, non-appealable determination of a court of competent jurisdiction) and arising from or relating to:

(a) any breach of any of the representations or warranties of Seller contained in this Agreement;

(b) any Excluded Asset;

(c) any claims arising from Seller's obligations to pay employees prior to the Closing Date;

(d) any liability for taxes of or against Seller for all tax periods ending on or prior to the Closing Date.

Section 6.03 Indemnification By Buyer. Subject to the other terms and conditions of this Article VI, Buyer shall defend, indemnify and hold harmless Seller, Seller Principal and their respective Affiliates, members, stockholders, directors, officers, employees, heirs, estates and successors and assigns against any and all Losses incurred or sustained by, or imposed upon, them arising from or relating to:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement or any document to be delivered hereunder;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement; or

(c) any obligation related to any Assumed Liability as of, and following, the Closing Date.

Section 6.04 Indemnification Procedures. A party making a claim under this Article VI is referred to as the "**Indemnified Party**", and the party against whom such claim is asserted under this Article VI is referred to as the "**Indemnifying Party**". Whenever any claim shall arise for indemnification hereunder, the Indemnified Party shall promptly provide written notice of such claim to the Indemnifying Party. In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a person or entity who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such Action,

after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

Section 6.05 Certain Limitations. The indemnification provided for in Section 6.02 (and the exercise of the Holdback Right under Section 6.01) shall be subject to the following limitations:

(a) The Indemnifying Party shall not be liable to the Indemnified Party for indemnification under Section 6.02 until the aggregate amount of all Losses in respect of indemnification under Section 6.02 exceeds \$25,000 (the "**Deductible**"), in which event the Indemnifying Party shall only be required to pay or be liable for Losses in excess of the Deductible.

(b) The aggregate amount of all Losses for which an Indemnifying Party shall be liable pursuant to Section 6.02 shall not exceed \$75,000.

(c) In no event shall any Indemnifying Party be liable to any Indemnified Party for any claim made more than eighteen (18) months following the Closing.

(d) Payments by an Indemnifying Party pursuant to Section 6.02 in respect of any Loss shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment received or reasonably expected to be received by the Indemnified Party in respect of any such claim. The Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Losses prior to seeking indemnification under this Agreement.

(e) Payments by an Indemnifying Party pursuant to Section 6.02 in respect of any Loss shall be reduced by an amount equal to any tax benefit realized or reasonably expected to be realized as a result of such Loss by the Indemnified Party.

(f) In no event shall any Indemnifying Party be liable to any Indemnified Party for any punitive or special damages.

(g) Each Indemnified Party shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including

incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Loss.

Section 6.06 Tax Treatment of Indemnification Payments. All indemnification payments made by Seller under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for tax purposes, unless otherwise required by law.

Section 6.07 Effect of Investigation. Seller shall not be liable under this Article VI for any Losses based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement if Buyer had actual knowledge of such inaccuracy or breach prior to the Closing.

Section 6.08 Exclusive Remedies. Subject to Section 7.14, the parties hereto acknowledge and agree that their sole and exclusive remedy with respect to any and all claims directly or indirectly for any breach of any representation or warranty set forth herein shall be pursuant to the indemnification provisions set forth in this Article VI. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under law, any and all rights, claims and causes of action directly or indirectly for any breach of any representation or warranty set forth herein it may have against the other parties hereto arising under or based upon any law or in equity, except pursuant to the indemnification provisions set forth in this Article VI. Nothing in this Section 6.08 shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled pursuant to **Section 7.16** or applicable law and nothing in this Section 6.08 shall constitute a waiver of, or limit, any rights, claims and causes of action for any breach of any covenant, agreement or obligation set forth herein a party may have against the other parties hereto arising under or based upon any law or in equity (including the right of Seller and Seller Principal to sue Buyer for any breach by Buyer and its successors and assigns of its covenants in, without limitation, **Section 1.05(b), 1.05(g), 5.05, 5.06** or **5.07** and the right of Buyer to sue Seller, Seller Principal and Cheeburger VA for any breach by Seller, Seller Principal and Cheeburger VA, and each of their respective successors and assigns, of their respective covenants contained herein, including without limitation, **Section 7.02**).

ARTICLE VII MISCELLANEOUS

Section 7.01 Confidentiality. Seller and Buyer shall hold, and shall cause their respective members, employees, consultants and advisors to hold, in strict confidence, unless compelled to disclose by judicial or administrative process or by other requirements of law, all documents and information in connection with the financial terms of the transactions contemplated by this Agreement (except to the extent that such

information shall be shown to have been (a) previously known by the party to which it was furnished, (b) in the public domain through no fault of such party or (c) later lawfully acquired from other sources by the party to which it was furnished), and each party shall not release or disclose such information to any other person, except its auditors, attorneys, financial advisors, bankers and other consultants and advisors in connection with the transactions contemplated by this Agreement.

Section 7.02 Non-Competition. Seller agrees that, for a period of three (3) years after the Closing Date, Seller, Seller's Affiliates and Seller Principal will not, directly or indirectly, engage in, continue in or carry on any business which competes with Seller's business in the United States of America or any international market in which Seller's business operates as of the Closing Date; provided, however, that the obligations of Seller, Seller's Affiliates and Seller Principal shall terminate immediately upon the failure of Buyer to pay any portion of the Final Non-Compete Payment (provided that such failure is not in connection with a Claim by Buyer) when due (including any applicable grace or cure period) or upon any breach by Buyer of its obligations under Section 5.06.

Section 7.03 Expenses. Except as otherwise provided herein (including, but not limited to, Buyer's payment of the Seller's Attorney Fee Payment to Seller), all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses. In the event of a litigation between the parties hereto relating to this Agreement, the parties agree that the prevailing party(ies) shall be entitled to receive from the other party(ies) its(their) reasonable attorneys' fees and costs as determined by, and at the discretion of, a court of competent jurisdiction. The prevailing party(ies) shall be determined by a court of competent jurisdiction based upon an assessment of which party's(ies) arguments or positions could fairly be said to have prevailed over the other party's(ies) arguments or positions on major disputed issues at trial.

Section 7.04 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this **Section 7.04**):

If to Seller or Seller Principal: Cheeburger Cheeburger Restaurants, Inc.
Cheeburger Cheeburger FVA, Inc.
Mr. Bruce Zicari
1701 SW 64th Way
Boca Raton, FL 33428
E-mail: bzicari@twcny.rr.com
Attention: President

with a copy to: Wood Oviatt Gilman LLP
700 Crossroads Building
2 State Street
Rochester, New York 14614
E-mail: acotroneo@woodsoviatt.com
Attention: Anthony Cotroneo

If to Buyer: Cheeburger Operating Company, LLC
PO Box 3799
Wilmington, DE 19807
E-mail: awedo@mainlinecapitaladvisors.com
Attention: Anthony Wedo, manager

with a copy to: Berger Harris LLP
1105 N. Market Street, 11th Floor
Wilmington, DE 19801
E-mail: cmess@bergerharris.com
Attention: Christopher Messa

Section 7.05 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 7.06 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 7.07 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the documents to be delivered hereunder, the Exhibits and

Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 7.08 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 7.09 No Third-party Beneficiaries. Except as provided in Article VI, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.10 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

Section 7.11 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 7.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflict of laws. The parties hereto hereby declare that it is their intention that this Agreement shall be regarded as made under the laws of the State of New York and that the laws of said State shall be applied in interpreting its provisions in all cases where legal interpretation shall be required. Each of the parties hereto hereby irrevocably and unconditionally agrees to be subject to the jurisdiction of the courts of the State of Delaware and of the federal courts sitting in the State of Delaware.

Section 7.13 Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated

and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 7.14 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 7.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

**CHEEBURGER CHEEBURGER
RESTAURANTS, INC.**, a Florida
corporation

By *Bruce Zicari*
Name: *BRUCE ZICARI*
Title: *CEO*

**CHEEBURGER CHEEBURGER
FVA, INC.**, a Virginia corporation

By *Bruce Zicari*
Name: *BRUCE ZICARI*
Title: *PRES.*

SELLER PRINCIPAL:

Bruce Zicari
Bruce Zicari

BUYER:

**CHEEBURGER OPERATING
COMPANY, LLC**, a Delaware
limited liability company

By _____
Name: Anthony Wedo
Title: Manager

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

**CHEEBURGER CHEEBURGER
RESTAURANTS, INC.**, a Florida
corporation

By _____
Name:
Title:

**CHEEBURGER CHEEBURGER
FVA, INC.**, a Virginia corporation

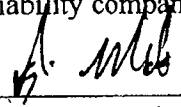
By _____
Name:
Title:

SELLER PRINCIPAL:

Bruce Zicari

BUYER:

**CHEEBURGER OPERATING
COMPANY, LLC**, a Delaware
limited liability company

By  _____
Name: Anthony Wedo
Title: Manager

Schedule 1.01

Purchased Assets

1.01(a) - Franchise and Development Agreements and Guarantees

1. The Franchise Agreement, dated March 26, 2015, entered into by Seller and Mory Food Service, Corp, regarding the premises at 33 Route 9 South, Manalapan, NJ 07726 (relocating to Howell, NJ - paperwork in processing) .
2. The Franchise Agreement, dated May 10, 2014, entered into by Seller and 3CSONS, LLC, regarding the premises at 5000 Whitesburg Drive, Suite 120 Huntsville., AL 35802.
3. The Franchise Agreement, dated June 13, 2014, entered into by Seller and Burger Girl, LLC, regarding the premises at 4275 County Line Road, Chalfont, PA 18914.
4. The Franchise Agreement, dated July 15, 2016, entered into by Seller and Better Burger, LLC, regarding the premises at 10949 S. Redwood Road, Suite 400, South Jordan, UT 84059, together with the Development Agreement attached as exhibit A, dated July 15, 2016, entered into by Seller and Better Burger, LLC, regarding the development area of Utah with three franchise outlets in Utah.
5. The Franchise Agreement, dated November 3, 2016, entered into by Seller and Ki Ho An and Hye Weon An, regarding the premises at 122 Mill Road, Oaks, PA 19456.
6. The Franchise Agreement, dated November 4, 2016, entered into by Seller and Hein B. (Helen) Ly, regarding a location in Indianapolis.
7. The Franchise Agreement, dated August 28, 2001, entered into by Seller and A.B. Hospitality Corp./Harold Autry, regarding the premises at 2329-B Forest Drive, Annapolis, MD 21401.
8. The Franchise Agreement, dated May 25, 2006, entered into by Seller and "Corporation To Be Determined" by Michael Armiger, regarding the premises at 160 North College Street, Auburn, AL 36830.
9. The Franchise Agreement, dated October 30, 2010, entered into by Seller and "Corporation To Be Determined" by Key Won Chun & Chu Hyon Kim, regarding the premises at 100 N. Buckstown Road, Suite E, Langhorne, PA 19046, together with the Guarantee, attached as exhibit B, dated October 30, 2010, entered into by Seller and Key Won Chun and Chu Hyon Kim, as guarantors.
10. The Franchise Agreement, dated November 24, 2010, entered into by Seller and Areas USA EWR, LLC, regarding the premises at Newark International Airport T1, Space #A6E, 3 Brewster Road, Newark, NJ 07114.
11. The Franchise Agreement, dated March 27, 2013, entered into by Seller and Brgrs, Inc., regarding the premises at 4275 County Line Rd. Chalfont, PA 18914, together with the Guarantee, attached as exhibit C, dated March 27, 2013, entered into by Seller and Wesley Baum and Chris Aversa, as guarantors.
12. The Franchise Agreement, dated December 6, 2004, entered into by Seller and Nicollettes Restaurants, LLC by Robert Hinderliter, regarding the premises at 1593 Niagara Falls Blvd. Unit 13, Amherst, NY 14228, together with the Development Agreement, attached

- as exhibit D, dated December 6, 2004, entered into by Seller and Nicollettes Restaurants, LLC by Robert Hinderliter, as developer.
13. The Franchise Agreement, dated June 1, 2010, entered into by Seller and IGS Foods II, LLC by Howard Soll, regarding the premises at 13311 Manchester Road, Des Peres, MO 63131.
 14. The Franchise Agreement, dated May 8, 2006, entered into by Seller and "Corporation To Be Determined" by Albert J. Lora, regarding the premises at 137 E. Main Street, Newark DE 19711, together with the Development Agreement, attached as exhibit E, dated May 8, 2006, entered into by Seller and "Corporation To Be Determined" by Albert J. Lora, as developer.
 15. The Franchise Agreement, dated June 23, 2006, entered into by Seller and Columbia's Best Burgers, Inc. by Harold Autry and Aaron Benjamin, regarding the premises at 8872 McGaw Road Suite A, Columbia, MD 21045.
 16. The Franchise Agreement, dated July 31, 2007, entered into by Seller and Nova's Best Burgers, Inc. by Harold Autry and Aaron Benjamin, regarding the premises at 22000 Dulles Retail Plaza, #186, Dulles, VA 20166.
 17. The Franchise Agreement, dated April 26, 2008, entered into by Seller and OTG JFK T5 Venture, LLC, regarding the premises at JFK International Airport Terminal 5, Jamaica, NY 11430.
 18. The Franchise Agreement, dated December 21, 2009, entered into by Seller and "Corporation To Be Determined" by Lou Hagggar, regarding the premises at 2130 Route 35 S, Holmdel, NJ 07733, together with the Development Agreement, attached as exhibit F, dated January 1, 2010, entered into by Seller and "Corporation To Be Determined" by Lou Hagggar, as developer.
 19. The Franchise Agreement, dated February 17, 2011, entered into by Seller and "Corporation To Be Determined" by Matteo Guarino and Riadh Baazaoui, regarding the premises at 108-50 Queens Blvd., Forest Hills, NY 11375, the Guarantee, attached as exhibit G, dated February 17, 2011, entered into by Seller and Matteo Guarino and Riadh Baazaoui, as guarantors, together with the Development Agreement, attached as exhibit H, dated February 17, 2011, entered into by Seller and Matteo Guarino and Riadh Baazaoui, as developers.
 20. The Franchise Agreement, dated July 14, 2009, entered into by Seller and SSP America North Florida, Inc., regarding the premises at Orlando Sanford International Airport, Sanford, FL 32773.
 21. The Franchise Agreement, dated September 25, 2002, entered into by Seller and Rockville's Best Burgers, Inc./Harold Autry and Aaron Benjamin, regarding the premises at 14921 Shady Grove Road, Suite G, Rockville, Maryland 20850.
 22. The Franchise Agreement, dated August 30, 2017, entered into by Seller and Sanibel Outlet Cheeburger, regarding the premises at 1975 Periwinkle Way, Sanibel Island, FL 33957, together with the Guarantee, attached as exhibit I, dated August 30, 2017, entered into by Seller and Kris Van Olst, as guarantor.
 23. The Franchise Agreement, dated April 24, 2008, entered into by Seller and Billy M. Snell, Jr., regarding the premises at 4871 Montgomery Highway, Dothan, AL 36303, together

- with the Development Agreement, attached as exhibit J, dated April 24, 2008, entered into by Seller and Billy M. Snell, Jr., as developer.
24. The Franchise Agreement, dated November 30, 2015, entered into by Seller and Compass Group USA Inc., regarding the premises at Texas State University, 601 University Dr., San Marcos, TX 78666-4684.
 25. The Franchise Agreement, dated April 14, 2014, entered into by Seller and Heidick & Michael DiMedici, regarding the premises at 108 Buckwalter Parkway Suite 2A, Bluffton, SC 29910, together with the Guarantee, attached as exhibit K, dated April 14, 2014, entered into by Seller and Brian Heidick and Michael DiMedici, as guarantors.
 26. The Franchise Agreement, dated September 30, 2004, entered into by Seller and BWAY, LLC, regarding the premises at Rochester International Ferry Terminal 1000 N. River St., 1st Floor, City of Rochester, NY, together with the Development Agreement, attached as exhibit L, dated February 1, 2006, entered into by Seller and SAS Catering Company and as amended by that Settlement Agreement, dated June 1, 2013, entered into by Seller and Spartan Holdco, LLC.
 27. The Franchise Agreement, dated April 16, 2007, entered into by Seller and 4CSONS, LLC, regarding the premises at 138 A Market Street, Chattanooga, TN 37402, together with the Guarantee, attached as exhibit M, dated September 3, 2010, entered into by Charles Sahn, Charles Eich, Margret Sahn and Jennifer Eich, as guarantors.
 28. The Franchise Agreement, dated July 12, 2015, entered into by Seller and BAMLAZ Inc., regarding the premises at 228 Airport Plaza Blvd., Farmingdale, NY 11735.
 29. [The Franchise Agreement, dated _____, entered into by Seller and Melissa Russo, regarding the premises at 2935 Veterans Road West, Staten Island, NY 10309.] [Missing]
 30. The International Development Agreement, dated May 9, 2013, entered into by Seller and Ameer Bakri Hamdan and Izzat Yousef Masoud, together with the Amendment to the Master Franchise Agreement, dated April 26, 2016 entered into by Seller and Ameer Bakri Hamdan and Izzat Yousef Masoud.
 31. The International Master Franchise Agreement, dated December 3, 2012, entered into by Seller and 8347417 Canada, Inc., regarding the provinces of Quebec, Canada.
 32. The License Agreement, dated October 4, 2005, between Cheeburger Cheeburger Restaurants, Inc. and DNC/G&E Food Service.

1.01(b) - Personal Property

1. All personal property assets of Seller and Cheeburger Virginia located in the VA Company Store, including all cash and cash equivalents on the Closing Date in VA Company Store.
2. Cheeburger Cheeburger Modular Marketing Kiosk

1.01(c) - Contracts

1. The American Foods Group Pricing Agreement, dated January 1, 2017 to December 31, 2017, between Cheeburger Cheeburger Restaurants, Inc. and American Foods Group.

2. The Product and Services Supply Agreement, dated October 1, 2016, between Ecolab Inc. and Cheeburger Cheeburger Restaurants, Inc.
3. The National Account Fountain Beverage Sales Agreement, dated January 1, 2009, between Pepsi-Cola Fountain Company, Inc. and Cheeburger Cheeburger Restaurants, Inc.
4. The Master Distribution Agreement, dated as of October 1, 2014, between Sysco Corporation and Cheeburger Cheeburger Restaurants, Inc.
5. The Amendment Agreement to Master Distribution Agreement, dated January 1, 2016, between Cheeburger Cheeburger Restaurants, Inc. and Sysco Corporation.
6. The Supplier Agreement, dated January 1, 2107, between Cheeburger Cheeburger Restaurants Inc. and Dade Paper & Bag Co.
7. The Settlement Agreement, dated as of December 11, 2003, entered into by Seller and Billy Goat 1, Inc.
8. The Settlement Agreement, dated June 1, 2013, entered into by Seller and Spartan Holdco, LLC.
9. The Office Suite Lease, dated March 16, 2011, between 11595 Kelly Road Holdings, LLC and Cheeburger Cheeburger Restaurants, Inc., together with the Amendment to Lease Agreement, dated April 1, 2017, between 11595 Kelly Road Holdings, LLC and Cheeburger Cheeburger Restaurants, Inc.
10. The Retainer Agreement, dated June 9, 2017, between Cheeburger Cheeburger Restaurants Inc. and Graybeal Creative.
11. The Zenreach Master Agreement, dated October 18, 2017, entered into by Cheeburger – Amherst and "Zenreach".
12. The Zenreach Master Agreement, dated October 18, 2017, entered into by Cheeburger – Buckwalter Prkwy and "Zenreach".
13. The Zenreach Master Agreement, dated October 18, 2017, entered into by Chee Burger Columbia and "Zenreach".
14. The Zenreach Master Agreement, dated October 18, 2017, entered into by Cheeburger – County Line Rd and "Zenreach".
15. The Zenreach Master Agreement, dated October 18, 2017, entered into by Cheeburger – Dothan and "Zenreach".
16. The Zenreach Master Agreement, dated October 18, 2017, entered into by Chee Burger Dulles and "Zenreach".
17. The Zenreach Master Agreement, dated October 18, 2017, entered into by Cheeburger – Eagle Drive and "Zenreach".
18. The Zenreach Master Agreement, dated October 18, 2017, entered into by Cheeburger – Forest Hills and "Zenreach".
19. The Zenreach Master Agreement, dated October 18, 2017, entered into by Chee Burger Manalapan Corporate and "Zenreach".
20. The Zenreach Master Agreement, dated October 18, 2017, entered into by Cheeburger – Manchester Rd and "Zenreach".
21. The Zenreach Master Agreement, dated October 18, 2017, entered into by Cheeburger – Newark and "Zenreach".

22. The Zenreach Master Agreement, dated October 18, 2017, entered into by Cheeburger – North Buckstown Rd and "Zenreach".
23. The Zenreach Master Agreement, dated October 18, 2017, entered into by Cheeburger – North College Street and "Zenreach".
24. The Zenreach Master Agreement, dated October 18, 2017, entered into by Cheeburger – Oaks and "Zenreach".
25. The Zenreach Master Agreement, dated October 18, 2017, entered into by Cheeburger – Rockville and "Zenreach".
26. The Zenreach Master Agreement, dated October 18, 2017, entered into by Cheeburger – Rte 35 S and "Zenreach".
27. The Zenreach Master Agreement, dated October 18, 2017, entered into by Chee Burger – Salt Lake City and "Zenreach".
28. The Zenreach Master Agreement, dated October 18, 2017, entered into by Chee Burger Sanibel Island and "Zenreach".
29. The Zenreach Master Agreement, dated October 18, 2017, entered into by Cheeburger – Spotsylvania and "Zenreach".
30. The Zenreach Master Agreement, dated October 18, 2017, entered into by Cheeburger – Staten Island and "Zenreach".

1.01(d) – Licenses, Permits and Registrations

The following state franchise registrations, as applicable:

ALABAMA	Yes – non-registration state
ALASKA	Yes – non-registration state
ARIZONA	Yes – non-registration state
ARKANSAS	Yes – non-registration state
CALIFORNIA	No – Registration abandoned September 29, 2017
COLORADO	Yes – non-registration state
CONNECTICUT	Yes - registered federal trademark exemption; U.S. Trademark filed with state August 1, 2016
DELAWARE	Yes – non-registration state
FLORIDA	Yes – Registered to December 15, 2017; AIN BF41065
GEORGIA	Yes - U.S. registered trademark
HAWAII	No
IDAHO	Yes – non-registration state
ILLINOIS	No – Order of Suspension issued May 31, 2017 (Documents Enclosed)
INDIANA	Yes – Registration expired on September 19, 2017; 16-1004 FR – renewal sent to Bruce 10/9/17
IOWA	Yes – non-registration state
KANSAS	Yes – non-registration state
KENTUCKY	Yes - Notice of exemption filed October 3, 2005 (one-time filing)
LOUISIANA	Yes - U.S. registered trademark

MAINE	Yes - U.S. registered trademark
MARYLAND	Yes – registered to April 30, 2018 (effective March 13, 2017) FR200002251
MASSACHUSETTS	Yes – non-registration state
MICHIGAN	No – Registered to December 16, 2017
MINNESOTA	Yes – registered to December 31, 2017 (effective February 21, 2017)
MISSISSIPPI	Yes – non-registration state
MISSOURI	Yes – non-registration state
MONTANA	Yes – non-registration state
NEBRASKA	Yes - Notice of Exemption filed February 9, 2004 (one-time filing); letter from KJK amending address sent November 5, 2013
NEVADA	Yes – non-registration state
NEW HAMPSHIRE	Yes – non-registration state
NEW JERSEY	Yes – non-registration state
NEW MEXICO	Yes – non-registration state
NEW YORK	Yes - Registered to December 31, 2017 File Number 04-0021
NORTH CAROLINA	Yes - federally registered trademark exemption
NORTH DAKOTA	Yes– registered to January 15, 2018 (effective January 5, 2017) File Number: FR0929
OHIO	Yes– non-registration state
OKLAHOMA	Yes – non-registration state
OREGON	Yes – non-registration state
PENNSYLVANIA	Yes – non-registration state
RHODE ISLAND	Yes – registered to December 28 (effective December 29, 2016) Registration Number: FR.9602769
SOUTH CAROLINA	Yes - Registered on May 29, 2003 (one-time filing)
SOUTH DAKOTA	No
TENNESSEE	Yes – non-registration state
TEXAS	Yes - Notice of Exemption filed August 17, 1998 (one-time filing); Notice of Exemption changing address filed February 25, 2011
UTAH	Yes – registered to December 15, 2017 File # 8206798-BSOE
VERMONT	Yes – non-registration state
VIRGINIA	Yes – Registered to February 12, 2018 –effective January 5, 2017 File # 2582
WASHINGTON	Yes – Registered to February 27, 2018 File No. 70012713
WEST VIRGINIA	Yes – non-registration state
WISCONSIN	Yes – Registered to December 31, 2107 (effective December 21, 2016) File # 608538
WYOMING	Yes – non-registration state
WASHINGTON DC	Yes – non-registration district
PUERTO RICO	Yes – non-registration territory
U. S. VIRGIN ISLANDS	Yes – non-registration territory

1.01(e) - Intellectual Property

Trademarks

See attached.

Domain Name Registrations

<http://www.cheeburger.com/>

1.01(f) – Trade Names

None.

1.01(h) – Virginia Restaurant Assets

1. All right, title and interest of Seller in, to and under the Lease, dated April 15, 2011, as amended, restated or other modified through the date hereof (the "**VA Lease**"), made between Spotsylvania Mall Company, a Virginia general partnership, as landlord, and Cheeburger Virginia, as tenant, including all extensions and renewals thereof, and any options, rights of first refusal or guarantees related thereto.
2. All fixtures, goods that are or are to become fixtures, machinery, equipment and other articles of real, personal or mixed property attached to, situated or installed upon, or used in the operation or maintenance of premises which are the subject of the VA Lease.
3. All income, receipts, revenues, security deposits, escrow accounts, reserves, issues, profits, awards and payment of any kind payable under the VA Lease after the Closing Date.
4. All outstanding coupons and gift cards.
5. Virginia POSTEC "Toast" sales contract, dated September 28, 2017, entered into by Cheeburger Cheeburger FUA, Inc.
6. Virginia property and building insurance policy, effective September 7, 2017 to September 7, 2018.

Schedule 1.02

Excluded Assets

1. All rights and obligations in, to and under the Settlement Agreement, dated as of September 24, 2014 (the "**Settlement Agreement**"), among Cheeburger Cheeburger Restaurants, Inc., a Florida corporation, Bruce Zicari, Samuel Lundy and Julien Friez, and all documents executed by Cheeburger Cheeburger Restaurants, Inc. or Bruce Zicari in connection with the Settlement Agreement, including, without limitation, any and all promissory notes.

Schedule 1.03

Assumed Liabilities/Obligations

1. Indebtedness to Pepsi-Cola Fountain Company, Inc. ("Pepsi") under that National Account Fountain Beverage Sales Agreement, dated January 1, 2009 between Pepsi and Seller

Schedule 1.05

Purchase Price

1.05(b) Zicari Wiring Instruction

Bank of America 100 West 33rd St.
New York, NY 10001
Routing number: 026009593
Account number: 6550113516
Name on account: Merrill Lynch
For final credit 810-02989
Name of Cheeburger Cheeburger Restaurants, Inc.

1.05(d) Broker Payment

LIABILITY TYPE	NAME	SELLER LIABILITY
Broker Fee	Joan Winchester	\$75,000.00

Winchester Wiring Instructions:

Bank: WSFS Bank
Routing number: 031100102
Account number: 210514659

1.05(f) Creditor Payments

LIABILITY TYPE	NAME	SELLER LIABILITY
Pre-existing Settlement Obligation	Samuel Lundy	\$37,500.00
Pre-existing Settlement Obligation	Julien Friez	\$12,500.00

Lundy Wiring Instructions:

Bank: PNC Bank
Routing number: 031000053
Account number: 8612105918

Friez Wiring Instructions

Bank: Wells Fargo Bank N.A.
Routing number: 121000248
Account number: 1010235269935

Schedule 3.07(c)

Infringement

None.

Schedule 5.05

Cheeburger Staff

See Attached.

Schedule 5.05

Employees	Weekly Payroll	4 Week Payroll	Monthly Insurance	Monthly Office	Monthly Total
Eugene Rees	450.00				
Charlie Eich	1,200.00				
William "Billy" Petsos	1,350.00		93.85	700.00	
Sheryl Empert	850.00			700.00	
Bruce Colvin	1,200.00		1,141.74		
Michael Zicari	500.00		1,141.74		
Kimberly Waits	760.00		1,078.00		
			148.21		
	6,310.00	25,240.00	3,603.54	1,400.00	30,243.54

Exhibit A
Bill of Sale

Exhibit B
Assignment and Assumption Agreement

Exhibit C
Intellectual Property Agreement

Exhibit D
Post-Closing Agreement

Exhibit E
General Release Agreement

Exhibit F
Independent Contractor Agreement

Exhibit G
Escrow Agreement