

MUTUAL TERMINATION AND RELEASE AGREEMENT

This **MUTUAL TERMINATION AND RELEASE AGREEMENT** ("Agreement") is made and entered into as of the ____ day of _____, 2010 (the "**Effective Date**"), among Play N Trade Franchise, Inc. ("**Franchisor**") and _____ ("**Franchisee**") with reference to the following facts:

A. Franchisor and Franchisee are parties to a Play N Trade® Unit Franchise Agreement dated _____, 20__ (the "**Franchise Agreement**"), under which Franchisee was granted the right to develop and operate [_____] Play N Trade® [**stores in the** _____, _____ **area**][at _____] (the "**Store**").

B. Franchisor and Preston DuFauchard, Commissioner of Corporations of the State of California, have entered into an agreement (the "**DOC Settlement Agreement**") effective as of _____, 20__ (the "**Settlement Date**"), pursuant to which Franchisor was required to offer to Franchisee the right to terminate the Franchise Agreement, subject to certain terms and conditions and the execution of this Agreement.

C. Franchisee has timely notified Franchisor that it desires to terminate the Franchise Agreement on the terms and conditions set forth in this Agreement and Franchisor is willing to terminate the Franchise Agreement under the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Termination of the Franchise Agreement. Subject to the following, the Franchise Agreement and all rights and obligations thereunder are terminated by mutual agreement of the parties as of the Effective Date.

2. Post-Termination Obligations: Waiver of Post-Term Non-Compete.

2.1 As of and following the Effective Date, Franchisee will:

(a) De-identify as a franchisee of "PLAY N TRADE". This includes, removing all interior and exterior signs and other materials bearing any of the Marks (as such term is used in the Franchise Agreement) or any word or mark indicating similar thereto;

(b) Adopt a new name that is not confusingly similar to the mark "PLAY N TRADE" or any of the other Marks.

(c) Cease any use of the Marks, including the mark "PLAY N TRADE," including the use on all advertising and printed material.

(d) Cease using all confidential information relating to the System (as defined in the Franchise Agreement) and return to Franchisor the Operations Manual and all other documents in Franchisee's possession that contain such confidential information.

(e) Take all necessary action to cancel all fictitious or assumed name or equivalent registrations relating to Franchisee's use of any of the Marks;

(f) Cease using all other proprietary information and resources of or provided by Franchisor, including the following: the Unified Buying Program, the National Advertising Fund, the Point-of-Sale software, AdGiants marketing collateral service, Play N Trade Website

and Intranet, Articulate online training programs, Buyback for excess inventory, Quirk Studios vendor of Franchisor branded swag, Franchisor-supplied digital advertising, and Franchisor-sponsored national tournaments;

(g) Honor all (i) store, merchandise and other similar customer credits issued or given by Franchisee; and (ii) individual gift cards which were issued by Franchisee which are usable only in the Store;

(h) Return to its respective owner all customer-owned merchandise, including video game console repairs (after completing required repairs), in Franchisee's possession; and

(i) Pay all unpaid royalties and other fees due or payable to Franchisor from the Settlement Date through the Effective Date.

2.2 Except for Franchisee's obligations in Sections 2.1(d), (f), (g), (h) and (i), which must be satisfied from and after the Effective Date, Franchisee shall have 30 days following the Effective Date to comply with each other subsections of 2.1 and must thereafter continue to comply with all such subsections.

2.3 Without limiting the foregoing, Franchisor hereby waives the post-termination covenant not to compete described in the Agreement, which provision is hereby waived and released by Franchisor.

3. Releases of Claims.

3.1 Definitions.

(a) The term "**Franchisor Parties**" means Franchisor and each of its past and present officers, directors, attorneys, affiliates, insurers, agents, employees, and shareholders, and each of their respective successors and assigns. The "**Franchisor Parties**" shall not include Yakety Yak Wireless, Inc.

(b) The term "**Franchisee Parties**" means Franchisee, and each of his, her or its heirs, executors, administrators, trustees, agents, partners, business entities, attorneys, insurers, successors and assigns.

(c) The term "**Franchise Relationship**" means contractual obligations between the Franchisor Parties and Franchisee Parties directly relating to the operation of the franchised business.

3.2 Release by Franchisee Parties.

The Franchisee Parties fully, irrevocably and unconditionally release and forever discharge the Franchisor Parties of and from any and all actions, suits, claims, liabilities, demands, obligations, debts, sums of money, accounts, actions and causes of action at law or in equity, whether arising by statute, common law, or otherwise, including claims for negligence, arising out of or related to acts, omissions, events, facts, or circumstances existing or arising on or prior to the Settlement Date arising out of or relating to the Franchise Relationship, the operation of the Store, the sale of any franchise (including pre-sale disclosures or representations), or any franchise agreement between Franchisor on the one hand, and Franchisee on the other hand which the Franchisee Parties can, shall or may have against the Franchisor Parties, whether known or unknown, suspected or unsuspected, unanticipated as

well as anticipated and that now exist, except Franchisor's covenants under this Agreement and as provided or described in Sections 2.3 and 3.5 of this Agreement.

3.3 Release by Franchisor Parties.

The Franchisor Parties fully, irrevocably and unconditionally release and forever discharge the Franchisee Parties of and from any and all actions, suits, claims, liabilities, demands, obligations, debts, sums of money, accounts, actions and causes of action at law or in equity, whether arising by statute, common law, or otherwise, including claims for negligence, arising out of or related to acts, omissions, events, facts, or circumstances existing or arising on or prior to the Settlement Date arising out of or relating to the Franchise Relationship, the operation of the Store, the sale of any franchise (including pre-sale disclosures or representations), or any franchise agreement between Franchisor on the one hand, and Franchisee on the other hand which the Franchisor Parties can, shall or may have against the Franchisee Parties, whether known or unknown, suspected or unsuspected, unanticipated as well as anticipated and that now exist, except Franchisee's covenants under this Agreement and as provided or described in Sections 2.1 and 3.5 of this Agreement.

3.4 General Release.

(a) Each of the parties acknowledges that they have read and understand the significance and consequences of Section 1542 of the Civil Code of the State of California which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

(b) Each of the parties acknowledge that such person may have sustained damage, loss, cost or expense that is presently unknown or unsuspected, and that such damage, loss, cost or expense as may have been sustained may give rise to additional damage, loss, cost or expense in the future. Nevertheless, the parties acknowledge that this Section 3 has been agreed upon in light of this situation and expressly waives any and all rights which such person may have under Section 1542 of the California Civil Code, or any other state or federal statute or common law principle of similar effect.

3.5 Other Excluded Matters.

The release of claims granted herein will not represent a waiver or release of any claim (i) either party has or may have to enforce the terms of this Agreement; and/or (ii) for contribution or indemnification that any party has or may have under the Franchise Agreement, which provision survives the termination of the Franchise Agreement against any party involving claims by third parties for injuries or property damage relating to the operation of the Store at any time before or after the Effective Date. Nothing in this Agreement shall be construed as a waiver or release by Franchisee of any payment to which they may be entitled under the DOC Settlement Agreement.

4. Injunctive Relief. Franchisee acknowledges that certain provisions in this Agreement pertain to valuable, special and unique assets of Franchisor. Therefore, if Franchisee breaches this Agreement, the parties agree that irreparable injury will be caused to Franchisor and that, in addition to other relief available, Franchisor will be entitled to injunctive relief. In such event, Franchisee will reimburse Franchisor for all reasonable attorney's fees and costs Franchisor incurs respecting any such action.

5. Miscellaneous.

5.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to conflict of law principles.

5.2 Capitalized Terms. All capitalized terms not defined herein will have the meaning assigned to them in the Franchise Agreement.

5.3 Binding Effect. All of the provisions of this Agreement will be binding on, and benefit, the parties and their respective legal representatives, heirs, successors and assigns.

5.4 Severability. The provisions of this Agreement are severable and the invalidity or unenforceability of any of them will not affect the remainder of this Agreement.

5.5 Remedies and Attorneys' Fees. All rights and remedies of Franchisor and of Franchisee under this Agreement are cumulative and will not exclude any other right or remedy allowed at law or in equity. The nonprevailing party or parties will pay the prevailing party's costs and expenses, including reasonable attorneys' fees in any proceeding to enforce the provisions of this Agreement.

5.6 Opportunity to Seek Counsel. Each of the parties acknowledges that it had the right and opportunity to seek independent legal counsel of its own choosing in connection with the execution of this Agreement, and each of the parties represents that it has either done so or that it has voluntarily declined to do so, free from coercion, duress or fraud.

5.7 Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed an original, but all of which together will represent one and the same instrument.

5.8 Entire Agreement; Amendments. This Agreement represents the entire understanding and agreement between the parties respecting the subject matter hereof, and supersedes all other negotiations, understandings and representations made between the parties. This Agreement cannot be modified, altered or otherwise amended except by an agreement in writing signed by all of the parties hereto.

The parties have signed this Agreement as of the Effective Date.

FRANCHISEE:

FRANCHISOR:

PLAY N TRADE FRANCHISE, INC.

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____