

# CURRENT INFORMATION REPORT



**YIPPY, Inc.**  
**(a Nevada Corporation)**

Current Trading Symbol: **YIPL.PK**

CUSIP Number: **98584Y202**

Tax ID Number: **98-0585450**

**“WE PREVIOUSLY WERE A SHELL COMPANY, THEREFORE THE EXEMPTION OFFERED PURSUANT TO RULE 144 IS NOT AVAILABLE. ANYONE WHO PURCHASED SECURITIES DIRECTLY OR INDIRECTLY FROM US OR ANY OF OUR AFFILIATES IN A TRANSACTION OR CHAIN OF TRANSACTIONS NOT INVOLVING A PUBLIC OFFERING CANNOT SELL SUCH SECURITIES IN AN OPEN MARKET TRANSACTION.”**

## **PART A – GENERAL COMPANY INFORMATION**

### **Item I. The Exact Name of the Issuer and its Predecessors.**

- YIPPY, Inc., a Nevada corporation (hereinafter referred to as the “Company” or “YIPPY”).
- Formerly Cinnabar Ventures, Inc. until April 2010 (Certificate of Amendment to the Company’s Articles of Incorporation filed with the Nevada Secretary of State on April 15, 2010, as filed with the U.S. Securities and Exchange Commission (the “SEC”) as Exhibit 3.1 on Form 8-K on May 10, 2010, and attached hereto as Exhibit A).

### **Item II. The Address of the Issuer’s Principal Executive Offices.**

YIPPY, Inc.  
17595 S. Tamiami Trl #300  
Phone Number: 877-947-7901  
Fax Number: 239-432-9870  
Email: info@yippyinc.com  
Website: <http://www.yippy.com>

### **Item III. The Jurisdiction and Date of the Issuer’s Incorporation or Organization.**

The Company was originally organized under the corporate laws of the State of Nevada on May 24, 2006, under the name Cinnabar Ventures, Inc.

## **PART B – SHARE STRUCTURE**

### **Item IV. The Exact Title and Class of Securities Outstanding.**

Class of Securities: Common

CUSIP Number: 9858Y202

Trading Symbol: YIPL.PK

### **Item V. Par or Stated Value and Description of the Security.**

#### ***A. Par or Stated Value***

Common Stock, par value \$0.001 per share

#### ***B. Description of Common Stock***

The holders of shares of common stock have no subscription, redemption, subscription, sinking fund or conversion rights. In addition, the holders of shares of common stock have no

preemptive rights to maintain their percentage of ownership in future offerings or sales of our stock. The holders of shares of common stock have one vote per share in all elections of directors and on all other matters submitted to a vote of our stockholders. The holders of common stock are entitled to ratably receive dividends, if any, as and when declared from time to time by our board of directors out of funds legally available therefore. Upon liquidation, dissolution or winding up of our affairs, the holders of common stock will be entitled to participate equally and ratably, in proportion to the number of shares held, in our net assets available for distribution to holders of common stock. The shares of common stock currently outstanding are fully paid and nonassessable. There is no provision in the Company’s articles of incorporation or bylaws that would delay, defer, or prevent a change in control of the issuer.

**Item VI. The Number of Shares of Total Amount of the Securities Outstanding for Each Class of Securities Authorized.**

	PERIOD END DATE		
	November 30, 2011	May 31, 2011	May 31, 2010
		(Restated)	
(1) Number of Authorized Shares	75,000,000	75,000,000	75,000,000
(2) Number of Outstanding Shares	26,525,938	22,705,361	22,260,000
(3) Public Float	4,020,000	4,020,000	1,340,000
(4) No. of Beneficial Shareholders	1108	1033	401
(5) Total No. of Shareholders of Record	182	15	13

**PART C – BUSINESS INFORMATION**

**Item VII. The Name and Address of the Transfer Agent.**

PACIFIC STOCK TRANSFER COMPANY  
 4045 South Spencer Street, Suite 403  
 Las Vegas, NV 89119  
 Tel: (702) 361-3033  
 Fax: (702) 433-1979  
 E-mail: info@pacificstocktransfer.com

Pacific Stock Transfer Company is registered under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and is an SEC approved transfer agent, under the regulatory authority of the SEC.

**Item VIII. The Nature of the Issuer’s Business.**

***A. Business Development***

1. The form of organization of the issuer

Yippy, Inc., a Nevada corporation.

2. The year that the issuer was organized

The Company was incorporated on May 24, 2006.

3. The issuer's fiscal year end date

May 31.

4. Whether the issuer has been in bankruptcy, receivership, or any similar proceeding

Neither the Company nor any of its predecessors have been in bankruptcy, receivership or any similar proceeding.

5. Any material reclassification, merger, consolidation, or purchase or sale of a significant amounts of assets

- On January 26, 2010, the Company completed the acquisition of Yippy Soft, Inc., a Delaware corporation (formerly Yippy, Inc.) (“Yippy Soft”). On the Closing Date, the Company acquired 100% of the issued and outstanding Yippy Soft common stock from the Yippy Soft shareholders. In exchange for the Yippy Soft common stock, the Company issued 2,340,000 shares of the Company's common stock to the Yippy Soft shareholders, at such time representing approximately 10.51% of the issued and outstanding common stock of the Company. Through its acquisition of Yippy Soft, the Company acquired rights to 100% of the assets of Yippy Soft. These assets included:
  - The Website Yippy.com and all related domains (176 total);
  - The Brand – Yippy and all marks associated;
  - A flash based operating system;
  - A web based browser;
  - Custom Video Player;
  - Gaming Application Database;
  - Custom Radio Application;
  - Video content library;
  - Application Services Environment processes and database; and
  - All Intellectual Property including patent, copyrights to art work, trademarks and other assets.
- On April 15, 2010, the Company changed its name from Cinnabar Ventures, Inc. to Yippy, Inc. and applied for a new CUSIP and trading symbol.

- On May 17, 2010, the Company entered into a license agreement with Vivisimo, Inc. (“Vivisimo”) granting the Company a non-exclusive, unlimited, world-wide right to the use of “Velocity,” a software information optimization platform that unifies access to secure business repositories, presents relevant information and enables knowledge sharing across an enterprise or the world wide web. In connection with the license agreement, the Company acquired the domain Clusty.com, a metasearch engine, and all sub-domains, scripts related thereto, associated marks and intellectual property pursuant to a purchase agreement. Vivisimo agreed not to compete with the Company in the consumer search area for a period of two years. Total consideration paid to Vivisimo under the purchase agreement and license agreement was approximately \$5,550,000 (the “Acquisition Price”). The Acquisition Price included two cash payments and the issuance of two convertible promissory notes, each bearing interest at a rate of four percent (4%) per annum (together, the “Notes”). Vivisimo may, at the maturity of either or both of the Notes, elect to convert the principal and interest then due into shares of the Company’s common stock (“Conversion Shares”) at a price of \$2.00 per share. If full conversion occurs, Vivisimo would hold approximately 10% of the outstanding equity of the Company based upon the Company’s current capitalization.

6. Any default of the terms of any note, loan, lease, or other indebtedness of financing arrangement requiring the issuer to make payments

The Company is current on all obligations.

7. Any change of control

- On September 9, 2009, the Company entered into a material agreement with Belmont Partners, LLC, a Virginia limited liability company (“Belmont”), by which Belmont acquired the majority of the issued and outstanding common stock of the Company. Belmont purchased Five Million (5,000,000) shares of common stock, representing approximately 78.86% of the Company’s then issued and outstanding common stock.
- On October 14, 2009, Richard Granville, individually, acquired the majority of the issued and outstanding common stock of the Company from Belmont. Pursuant to the terms of the purchase agreement, Mr. Granville purchased Five Million (5,000,000) shares of common stock, representing approximately 78.86% of the Company’s then issued and outstanding common stock for a total purchase price of One Hundred and Ninety Five Thousand Dollars (\$195,000.00).

8. Any increase in 10% or more of the same class of outstanding equity securities

- In September 2006, the Company issued 1,000,000 common shares, increasing the total outstanding common shares from 5,720,000 to 6,720,000.
- On January 26, 2010, the Company issued 2,340,000 shares of the Company's common stock in consideration for the acquisition of Yippy Soft.
- In November 2011 – the Company issued 2,625,000 shares of the Company's common stock in two separate transactions to Vivisimo, Inc. for debt conversion and dividend.

9. Any past, pending or anticipated stock split, stock dividend, recapitalization, merger, acquisition, spin-off, or reorganization

- On November 5, 2009, the Company approved a 3-for-1 forward split of the Company's issued and outstanding common Stock (the "Forward Split"). Immediately following the Forward Split, there were Nineteen Million and Twenty Thousand (19,020,000) shares of Company's common stock issued and outstanding. The Forward Split took effect on November 17, 2009.
- On June 6, 2011, the Company approved a 5% restricted stock dividend of the Company's issued and outstanding common Stock ( the "Stock Dividend"). Immediately following the Stock Dividend, there were Twenty Three Million Four Hundred Twenty Five Thousand and Five Hundred One (23,425,501) shares of the Company's common stock issued and outstanding. The Stock Dividend took effect on June 27, 2011.
- On September 12, 2011, the company approved a 2-for-1 forward split of the Company's issued and outstanding common Stock (the "Forward Split"). Immediately following the Forward Split, there were Fifty Two Million Eight Hundred Seventy One Thousand and Eight Hundred Seventy Six (52,871,876) shares of the Company's common stock issued and outstanding. The Forward Split took effect on December 5, 2011.
- There are currently no pending or anticipated plans for a future stock split, stock dividend, recapitalization, merger, acquisition, spin-off or reorganization of the Company.

10. Any delisting of the issuer's securities by and securities exchange or deletion from the OTC Bulletin Board

On September 22, 2010, the Company voluntarily filed a Form 15 under Rule 15d-6 of the Exchange Act.

11. Any current, pending or threatened legal proceedings or administrative actions either by or against the issuer

- The Company is currently not involved in any litigation that we believe could have a material adverse effect on our financial condition or results of operations. There is no action, suit, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of the executive officers of our company or any of our subsidiaries, threatened against or affecting our company, our common stock, any of our subsidiaries or of our companies or our subsidiaries' officers or directors in their capacities as such, in which an adverse decision could have a material adverse effect.

## ***B. Business of Issuer***

The Company provides secure, family friendly, online web destinations and services such as search, browser, email, cloud applications and storage to family PCs, learning institutions and libraries. Yippy has one of the most robust filtered search engines available. Yippy provides an unparalleled approach to child safe web browsing and application aggregation within one of the most visually appealing web properties on the internet. Yippy creates environments around conservative family values and provides all the tools necessary for all aspects of online activities. The Company also engages in creating federated and micro 'search' engines for businesses.

### 1. Indicate the issuer's primary and secondary SIC codes

- Primary: 7372 (Prepackaged software)
- Secondary: Not applicable.

### 2. If the issuer has never conducted operations, is in the development state or is currently conducting operations

The Company is currently conducting operations.

### 3. Whether the issuer is or has at any time been a "shell company"

The Issuer is currently not considered to be a shell company, however, the Company was previously deemed to be a shell company prior to the acquisition of Yippy Soft (see legend on cover page).

### 4. The names of any parent, subsidiary, or affiliate of the issuer, and its business purpose, its method of operation, its ownership, and whether it is included in the financial statements attached to this disclosure statement

Yippy Soft, Inc., a Delaware corporation, 100% owned subsidiary

### 5. The effect of the existing or probable governmental regulations on the business

Not applicable because the Company does not operate in a regulated business as of the date of the document.

6. An estimate of the amount spent during each of the last two fiscal years on research and development activities, and, if applicable, the extent to which the cost of such activities are borne directly by customers

Approximately Two hundred and Seventy Five Thousand (\$275,000) has been spent on product research and development (“R&D”) activities, including salaries, during the prior fiscal year. In 2009 the company spent Five Hundred Thousand (\$500,000) in research and development. These R&D activities included the completion of specific code sets and databases needed to run the Yippy OS and the application services environment.

7. Costs and effects of compliance with environmental laws (federal, state and local)

None.

8. The number of total employees and number of full-time employees

The Company currently has a total of 3 full-time employees the manage the operation and approximately 6 contractors from two partner companies all of whom are engaged in the day to day operations of the Company’s web properties and network.

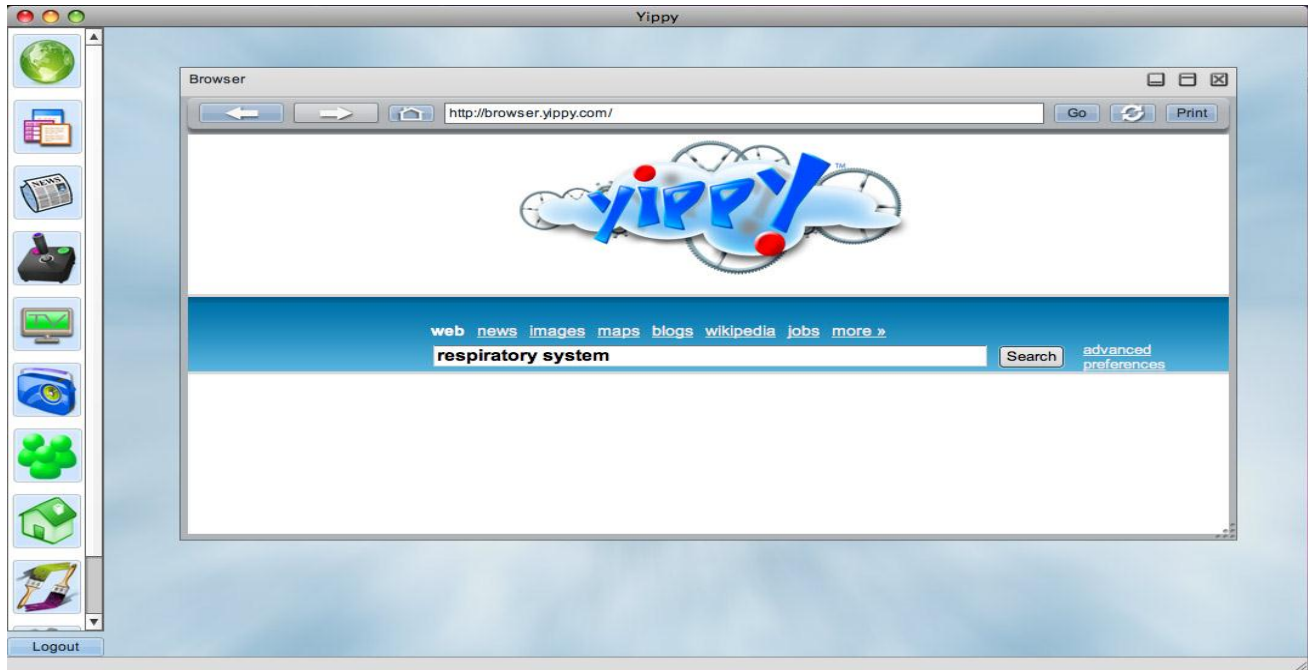
## **Item IX. The Nature of Products or Services Offered.**

Yippy is one of the top family friendly web destinations on the web. Yippy is used by hundreds of schools, libraries and other higher learning institutions as a primary search and learning tool. Yippy incorporates a family friendly search application and browser with email, television, gaming, news, movies, social networking, streaming radio, office applications, shopping, and free cloud based storage all into its exclusive application services environment (ASE). Yippy’s web based browser has excellent parental controls available. The combination of Yippy’s application services environment and a cloud based flash browser has helped tremendously in the growth of the company. The Yippy browser and ASE launched in April 2010. Yippy also engages in federated search and micro search engine builds as of November 2011

### ***A. Principal Products or Services, and Their Markets***



## Yippy K12 Browser



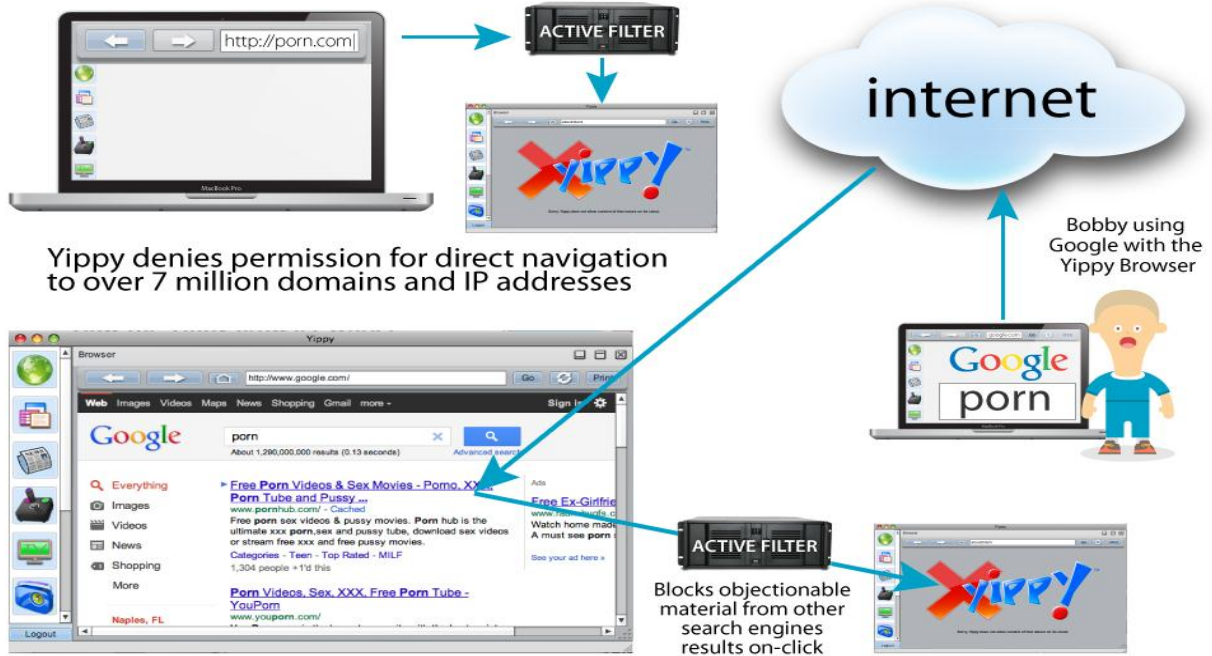
Yippy provides a web based browser that is geared for K12 Education markets. The Yippy Browser provides educational institutions greater control over content at a fraction of the cost of traditional filters and if advertising supported may be accessed for no charge. The Browser replaces Sonic Wall and other equivalents, reducing the institutions costs and hardware needs.

Another advantage to this technology is it allows students to surf the web and even access other search engines with substantial active filters in place. The Browser has fully customizable user interface features color schemes, themes, and a 'drag and drop' menu system, whereby the user can select the menu icons he or she prefers to have displayed by accessing the control panel and simply dragging the unwanted icons out of the menu (or back in).

The Browser is fully operational, currently installed and running on existing hardware devices. YIPPY offers the best of the internet and most popular internet applications such as safe browsing capabilities on an Adobe Air web platform, clean search capabilities, video, gaming, news, social networking, documents, music, storage and more. YIPPY will include an amount of personal storage space to be used at the customer's discretion – music, documents, files, etc. – all accessible through the user's YIPPY account.

The Browser is written using Adobe Air framework, AS3, CSS, Flash, HTML, Java, JavaScript, .asp and PHP. All databases are created and managed using Microsoft SQL and run with .asp dynamic controllers through a custom "Navicat" program developed to run seamlessly for all data calls.

# How the Yippy Browser Works



## Yippy Search Engine



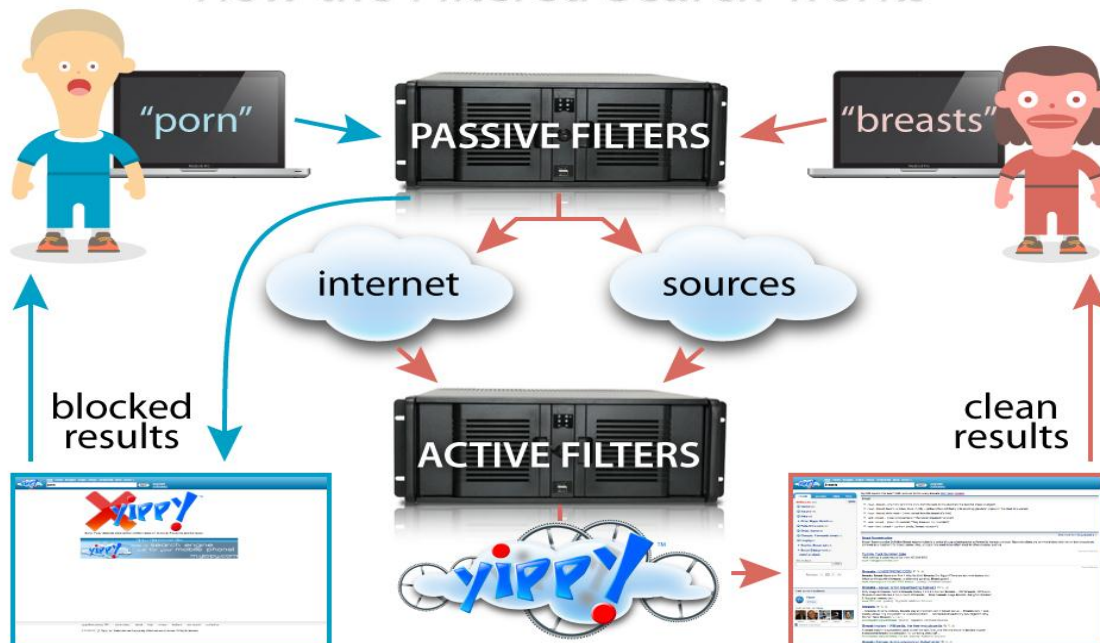
Yippy's search application, formerly known as Clusty, got its start in Pittsburgh, PA in 2004, when the search software company Vivísimo decided to take its award-winning search technology to the web. Vivísimo was founded in 2000, by three Carnegie Mellon University scientists who decided to tackle the problem of information overload in web searches. Rather than focusing just on search engine result rankings, they realized that grouping results into topics, or "clouds," made for better search and discovery. As searching became a necessity for web users, Vivísimo developed a service robust enough to handle the variety of information the everyday web user was after. The result was Clusty: an innovative way to get more out of every search. Clusty was acquired by Yippy in May 2010. Yippy's search application is a whole new way to search the web with family friendly filters built into the search.

Yippy queries several top search engines and research sites combining the results, and generates an ordered list based on comparative ranking. This "metasearch" approach helps raise the best results to the top and push search engine spam to the bottom.

What really makes Yippy unique is what happens after a user searches. Instead of delivering millions of search results in one long list, the search engine groups similar results together into "clouds." Clouds helps a user see search results by topic so the user can zero in on exactly what the user is searching for.

Yippy allows students to access normally blocked search keywords such as but not limited to "Breasts" or "Sexual Health" without porn results and allows access to websites that are blocked by "dumb" software/hardware giving educators more time to teach and less time overriding other K12 protective programs.

## How the Filtered Search Works



## Yippy Federated Search

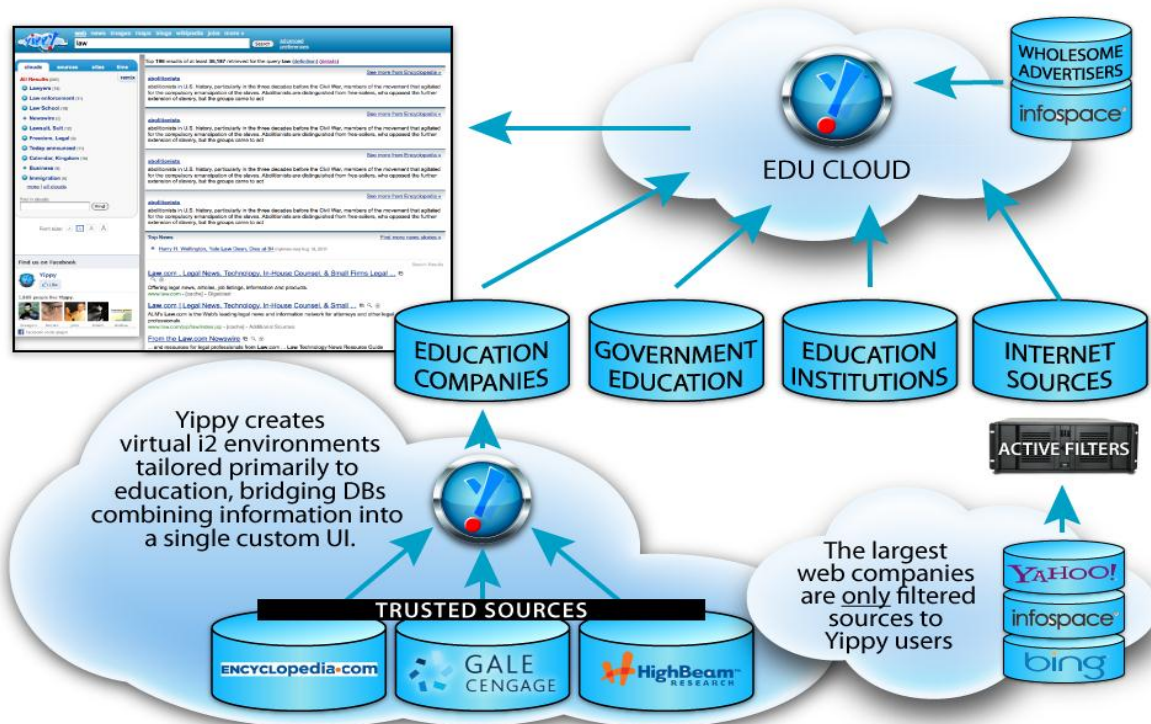
Yippy creates Intra-Clouds by efficiently combining content databases for subscription and/or free distribution. Yippy does the heavy lifting saving companies money, time and personnel requirements. Yippy hosted DB consolidations and distribution plans may be fee based or cooperative free ad supported models or both.

Recurring revenue is achieved via unobtrusive ad programs that are strategically placed into Yippy. These advertising impressions are demographically and geographically quantified by the user and extremely valuable to the Company's revenue generation.

Many companies in the Education market have multiple databases of information that are not connected from a single point of access. Yippy provides this option for free to companies that wish to share this information with the general public.

- ▶ Yippy can create the starting page for educational institutions, placing logos above the search bar and providing a menu of the institution work tools, social networks and digital products (textbooks, LMS, subscription content, etc.)
- ▶ Yippy's Browser and Federated Search Engine can "Feder"(slang) information together quickly and efficiently.

### How the Federated Search Works



### ***B. Distribution Methods of the Products or Services***

The Company's products are direct distributed online via web properties.

### ***C. Status of any Publicly Announced New Product or Service***

At this time, the Company does not have any new product or services that have been publicly announced.

### ***D. Competitive Business Conditions, the Issuer's Competitive Position in the Industry, and Methods of Competition.***

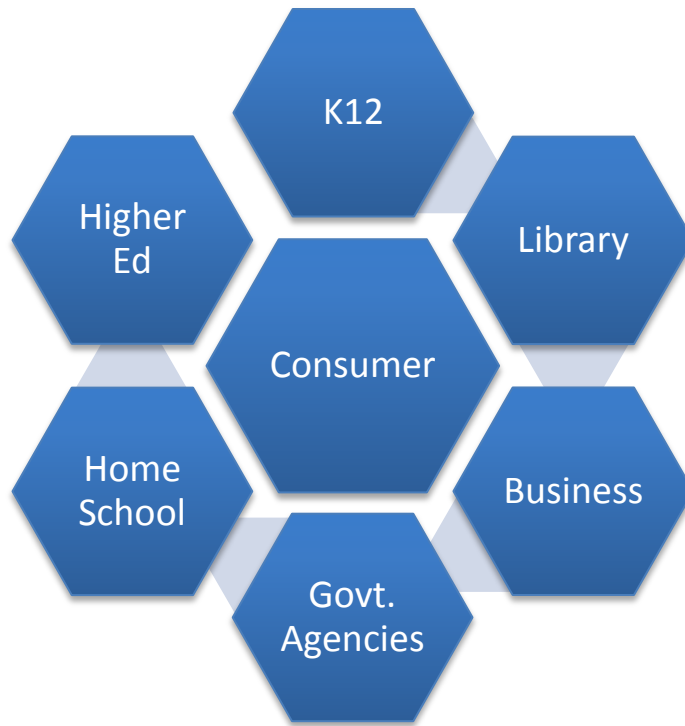
#### **Key Competitive Advantages**

- ▶ Yippy operates at a fraction of the cost of traditional web search companies
- ▶ Scalable growth achieved by modular design
- ▶ Automated systems that require minimal human interface
- ▶ System ASE (Application Services Environment) – operator master control allows for access to systems including advertising – search – sources - user interface – email & storage controls
- ▶ ASE allows for quick spin up of clone sites in hours not days or weeks for educational institutions or businesses
- ▶ Control the gateway, control student activity
- ▶ Safest browser
- ▶ The workspace tool for students, educators, library users, home computers and mobile devices- supports ease of access
- ▶ End to End support for search and features for classroom & business needs
- ▶ Create the marketplace for all educational providers & electronic devices used in the educational field

#### **Growth Strategies**

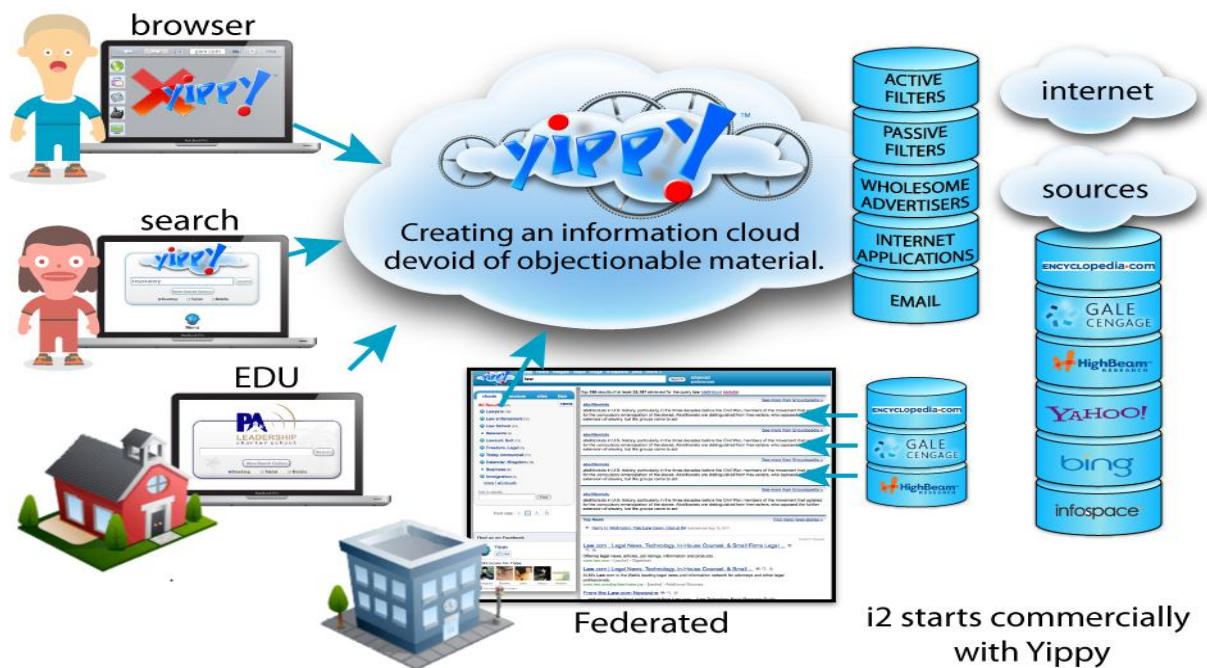
The following graph depicts the areas that the company is most focused on for FY - 2012. Providing services that are normally out of reach due to budget constraints will help the company gain traction in the market place.





Overall Market Place

Yippy's unique blend of abilities puts the Company into a very small group of competitors that can offer like and kind services. The following is a depiction of the overall strategy of the Company.



***E. Sources and Availability of Raw Materials and the Names of Principal Suppliers.***

The Company does not use raw materials in its current business model.

***F. Dependence on One or a Few Major Customers.***

The Company is not dependent on any one client or customer as it seeks a worldwide user base comprised of individuals and their respective families.

***G. Patents, Trademarks, Licenses, Franchises, Concessions, Royalty Agreements or Labor Contracts, Including Their Duration.***

All Intellectual property is current, protected and registered with all applicable state and government agencies.

- Word Mark: YIPPY  
USPTO Serial Number 77936102 – **Filing Date** February 15, 2010 (Status – LIVE)
- Word Mark: Welcome to the Cloud  
USPTO Serial Number 77871643 – **Filing Date** November 12, 2009 (Status- LIVE)
- Word Mark: Y! (YIPPY Y! LOGO)  
USPTO Serial Number 77936091 – **Filing Date** February 15, 2010 (Status- LIVE)

***H. The Need for Any Government Approval of Principal Products or Services and the Status of Any Requested Government Approvals.***

The Company does not require government approval for its business model.

**Item X. The Nature and Extent of Facilities.**

The Company does not currently own any facility. The Company currently maintains a leased administrative office in Fort Myers, Florida. The facility is located at 17595 S. Tamiami Trail, #300, Fort Myers, Florida 33908, in the Sea Tech Center. The modern building is on fiber and the Company suite is 1,200 sq. ft. with 6 offices, reception area and conference room. The office is fully furnished with modern furnishing purchased new in 2010. The Company purchased all necessary equipment for business operations in 2010. The current term of the lease is month to month. The monthly rent is \$1060.00.

**PART D – MANAGEMENT STRUCTURE AND FINANCIAL INFORMATION**

**Item XI. The Name of the Chief Executive Officer, Members of the Board of Directors, as well as Control Persons.**

## A. Officers and Directors

1. Full name

Mr. Richard Granville

2. Business address

17595 S. Tamiami Trl., #300 Fort Myers, Florida 33908

3. Employment history

Mr. Granville, age 42, has over twenty years experience in new technology development, sales and marketing experience. From November 2008 to present, Mr. Granville has served as the Managing Partner of Yippy Partnership Group and now is the Chief Executive Officer of Yippy, Inc. From November 2006 to September 2008, Mr. Granville served as Chief Executive Officer of Jack9 Entertainment, Inc (“Jack9”). Jack9 was one of the most successful IPTV units online and under Mr. Granville’s direction, achieved a top 250 web property. From March 2003 to October 2006, Mr. Granville served as President of Southpaw, Inc., a Florida building contractor that served central Florida for residential and light commercial construction. From June 2001 to March 2003, Mr. Granville served as President of Granville Management Services, where he helped small emerging businesses in the “green” technologies sector. Mr. Granville invested time and capital into green home technology and automation, alternative energy research and grid management in the United States, Dominican Republic, Canada and Mexico. From 1998 to 2000, Mr. Granville also served as the Chairman and Chief Executive Officer of Grace Development, Inc., a public telecommunications company serving customers in the southeast. Mr. Granville took the company to nearly a billion dollar market cap before he was succeeded by Ben Holcomb the former President of Bell South International in Feb. 2000. Mr. Granville also served honorably in the United States Navy.

4. Board memberships and other affiliations

None.

5. Compensation by the Issuer

Mr. Granville received no compensation from the Company in 2011, 2010 and 2009 and currently operates the business without an employment contract.

6. Number and class of the issuer’s securities beneficially owned by each such person

<b>Name/Title</b>	<b>No. of Shares</b>	<b>% of Total Issued and Outstanding</b>
Richard Granville Chief Executive Officer Chief Financial Officer Director	16,040,000	61%



## ***B. Legal/Disciplinary History***

Richard Granville has not been the subject of:

- (1) A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses);
- (2) The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court or competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities, or banking activities;
- (3) A finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended or vacated; or
- (4) The entry of an order by a self-regulatory organization that permanently or temporarily barred, suspended or otherwise limited such person's involvement in any type of business or securities activities.

## ***C. Disclosure of Certain Family Relationships.***

There are no family relationships among the Company's directors, officers, or beneficial owners of more than five percent (5%) of the issuer's common stock.

## ***D. Disclosure of Related Party Transactions.***

- On January 26, 2010, the Company issued 2,340,000 shares of its common stock in exchange for 100% of the issued and outstanding stock of Yippy Soft, Inc. At the time of the transaction Mr. Granville was the Chief Executive Officer of both companies.

## ***E. Disclosure of Conflicts of Interest***

There are no conflicts of interest with any of the officers' or directors' personal; or professional interests.

## **Item XII. Financial Information for the Issuer's Most Recent Fiscal Period.**

The unaudited financials for the periods ended August 31, 2010 and November 30, 2010, respectively, will be submitted by the Company in a subsequent disclosure form.

## **Item XIII. Similar Financial Information for Such Part of the Two Preceding Fiscal Years as the Issuer or Predecessor has been in Existence.**

The financial information for the Years Ended May 31, 2010 and 2009 is attached hereto as Exhibit A.

**Item XIV. Beneficial Owners.**

<b>Beneficial Shareholder</b>	<b>No. of Shares</b>	<b>% of Total Issued and Outstanding</b>
Richard Granville	16,040,000	61%

**Item XV. The Name, Address, Telephone Number and Email of Each of the Following Outside Providers that Advise the Issuer on Matters Relating to the Operations, Business Development, and Disclosure.**

1. Investment Bankers

Aegis Capital Corp.  
810 7<sup>th</sup> Avenue  
11<sup>th</sup> Floor  
New York, NY 10019  
Tel.: (212) 813-1010  
[www.aegiscap.com](http://www.aegiscap.com)

2. Promoters -  
None

3. Counsel

Lucosky Brookman LLP  
33 Wood Avenue South  
6<sup>th</sup> Floor  
Iselin, NJ 08830  
Tel.: (732) 395-4400  
Fax: (732) 395-4401

Westerman Ball Ederer Miller & Sharfstein, LLP  
1021 RXR Plaz  
Uniondale, NY 11556  
Tel.: (516) 622-9200  
Fax: (516) 622-9212  
[www.westermanllp.com](http://www.westermanllp.com)

Greene, Fidler & Chaplan LLP  
2719 Wilshire Blvd., Suite 200  
Santa Monica, CA 90403  
Tel.: (310) 315-1700  
Fax: (310) 315-1701  
[www.gfcllp.com](http://www.gfcllp.com)

4. Accountant

Clear Financial Solutions, Inc.  
710 N. Post Oak Rd.  
Suite 410  
Houston, TX 77096  
Tel.: (713) 780-0806  
Fax: (800) 861-1175  
[www.clearfinancials.com](http://www.clearfinancials.com)

Auditor

LBB and Associates  
10260 Westheimer Road  
Suite 310  
Houston, TX 77042  
Tel.: (713) 800-4343  
Fax: (713) 583-2263  
[www.lbbcpa.com](http://www.lbbcpa.com)

5. Public Relations Consultant  
None.
6. Investor Relations Consultant  
None.
7. Any other advisor(s) that assisted, advised, prepared or provided information with respect to this disclosure statement  
None.

**PART D: FINANCIAL INFORMATION:**

**Yippy, Inc**  
**Consolidated Balance Sheets**  
**(Unaudited)**

	November 30, 2011	May 31, 2011 (Restated)
<b>Assets</b>		
<b>Assets:</b>		
Cash	\$ 102,675	\$ 32,549
Accounts Receivable	17,362	4,846
Deposits	9,916	9,916
<b>Total Current Assets</b>	<b>129,953</b>	<b>47,311</b>
<b>Intangible Assets:</b>		
Brands, Software Licenses and Domains	5,846,400	5,796,400
Software	2,000,000	2,000,000
	7,846,400	7,796,400
Less: Accumulated Amortization	(689,583)	(489,583)
<b>Total Intangible Assets</b>	<b>7,156,817</b>	<b>7,306,817</b>
<b>Total Assets</b>	<b>\$ 7,286,770</b>	<b>\$ 7,354,128</b>
<b>Liabilities and Stockholders' Equity</b>		
<b>Liabilities:</b>		
Accounts Payable and Accrued Liabilities	\$ 127,661	\$ 438,380
Loans Payable - Related party	55,187	112,235
<b>Total Current Liabilities</b>	<b>182,848</b>	<b>550,615</b>
Convertible Notes Payable - Related Party	541,695	89,195
Convertible Notes Payables	230,027	5,000,000
<b>Total Long Term Liabilities</b>	<b>771,722</b>	<b>5,089,195</b>
<b>Total Liabilities</b>	<b>954,570</b>	<b>5,639,810</b>
<b>Stockholders' Equity</b>		
Common Stock, (\$0.001 par value, 75,000,000 shares authorized, 26,525,938 and 22,705,361 issued and outstanding as of November 30, 2011 and May 31, 2011, respectively)	26,526	22,705
Additional Paid in Capital	8,082,349	3,015,670
Accumulated Deficit	(1,776,675)	(1,324,057)
<b>Total Stockholders' Equity</b>	<b>6,332,200</b>	<b>1,714,318</b>
<b>Total Liabilities and Stockholders' Equity</b>	<b>\$ 7,286,770</b>	<b>\$ 7,354,128</b>

See notes to financial statements

**Yippy, Inc**  
**Consolidated Statements of Operations**  
**(Unaudited)**

	For the Three Months Ended November 30,		For the Six Months Ended November 30,		For the Period from May 24, 2006 (Inception) to November 30,
	2011	2010 (Restated)	2011	2010 (Restated)	2011 (Restated)
<b>Revenues</b>	\$ 27,350	\$ 24,569	\$ 44,281	\$ 24,569	\$ 89,791
<b>General and Administrative Expense</b>	346,415	170,598	708,311	433,979	1,632,926
<b>Other (Income) Expense</b>					
Interest expense	30,645	58,657	61,290	116,986	506,242
Debt forgiveness	(272,702)	-	(272,702)	-	(272,702)
<b>Net Loss</b>	<u>\$ (77,008)</u>	<u>\$ (204,686)</u>	<u>\$ (452,618)</u>	<u>\$ (526,396)</u>	<u>\$ (1,776,675)</u>
<b>Net Loss Per Common Share</b>	<u>\$ (0.00)</u>	<u>\$ (0.01)</u>	<u>\$ (0.02)</u>	<u>\$ (0.02)</u>	

See notes to financial statements

**Yippy, Inc**  
**Consolidated Statements of Cash Flow**  
**(Unaudited)**

	For the Nine Months Ended November 30,		For the Period from May 24, 2006 (Inception) to November 30,
	2011	2010 (Restated)	2011 (Restated)
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>			
Net Loss	\$ (452,618)	\$ (526,396)	\$ (1,776,675)
Less Amortization	200,000	200,000	689,583
	<u>(252,618)</u>	<u>(326,396)</u>	<u>(1,087,092)</u>
Adjustments to Reconcile Net Loss to Net Cash Used in Operating Activities			
Forgiveness of Debt	(35,721)	-	-
Stock Based Compensation	70,500	-	71,453
Amortization of debt discount	10,027	-	10,027
Changes in Operating Assets and Liabilities			
Other Current Assets	(12,516)	69,765	77,568
Accounts payable and Accrued Liabilities	(310,719)	106,975	128,361
<b>Net Cash Used in Operating Activities</b>	<u>(531,047)</u>	<u>(149,656)</u>	<u>(799,683)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>			
Deposits - Advances for US Metro		-	(104,846)
Purchase of Assets	(50,000)	-	(7,796,400)
Acquisition of Yippy, Inc	-	-	2,196,000
<b>Net Cash Provided from Investing Activities</b>	<u>(50,000)</u>	<u>-</u>	<u>(5,705,246)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>			
Proceeds from Notes Payable	810,010	83,774	6,888,947
Repayment of Notes Payable	(158,837)	(11,726)	(281,343)
<b>Net Cash Provided from Financing Activities</b>	<u>651,173</u>	<u>72,048</u>	<u>6,607,604</u>
<b>Net Increase (Decrease) in Cash</b>	70,126	(77,608)	102,675
<b>Cash Beginning of Period</b>	<u>32,549</u>	<u>86,903</u>	<u>-</u>
<b>Cash - End of Period</b>	<u>\$ 102,675</u>	<u>\$ 9,295</u>	<u>\$ 102,675</u>

See notes to financial statements

**Yippy, Inc**  
**Consolidated Statement of Changes in Stockholders' Equity**  
**(Unaudited)**

	<u>Common Stock</u>		<u>Additional</u>	<u>Accumulated</u>	<u>Total</u>
	<u>Shares</u>	<u>Amount</u>	<u>Paid-in</u>	<u>Deficit</u>	<u>Shareholders'</u>
			<u>Capital</u>		<u>Equity</u>
<b>Balances, May 31, 2009</b>	19,020,000	\$ 19,020	\$ 62,380	\$ (104,139)	\$ (22,739)
<b>Issuance of Shares for Services</b>	3,290,000	3,290	2,162,963	-	2,166,253
<b>Net Income</b>	-	-	-	1,633,383	1,633,383
<b>Balances, May 31, 2010 (restated)</b>	22,310,000	22,310	2,225,343	1,529,244	3,776,897
<b>Conversion of debt to equity</b>	395,361	395	790,327	-	790,722
<b>Net (Loss)</b>	-	-	-	(2,853,301)	(2,853,301)
<b>Balances, May 31, 2011 (restated)</b>	22,705,361	22,705	3,015,670	(1,324,057)	1,714,318
<b>Stock dividend</b>	1,115,577	1,116	(1,116)	-	-
<b>Debt conversion</b>	2,500,000	2,500	4,997,500	-	5,000,000
<b>Issuance of Shares for Services</b>	205,000	205	70,295	-	70,500
<b>Net (Loss)</b>	-	-	-	(452,618)	(452,618)
<b>Balances, November 30, 2011</b>	<u>26,525,938</u>	<u>\$ 26,526</u>	<u>\$ 8,082,349</u>	<u>\$ (1,776,675)</u>	<u>\$ 6,332,200</u>

See notes to financial statements

## **Note 1. The Company and Summary of Significant Accounting Policies**

### **The Company**

Yippy, Inc. (the “Company”) provides secure family friendly online web destinations and services such as search, browser, email, cloud applications and storage to family PC’s, learning institutions and libraries. The Company was organized under the corporate laws of the State of Nevada on May 24, 2006. On April 15, 2010, the Company changed its name from Cinnabar Ventures, Inc. to Yippy, Inc.

### **Business Combination**

On January 26, 2010, the Company completed the acquisition of Yippy, Inc., a private Delaware company (“Yippy Delaware”). On the closing date, the Company acquired 100% of the issued and outstanding Yippy Delaware common stock in exchange for 2,340,000 shares of the Company’s common stock, representing approximately 10.51% of the then issued and outstanding shares of the Company’s common stock. Through its acquisition of Yippy Delaware, the Company acquired rights to 100% of the assets of Yippy Delaware.

### **Use of Estimates**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period.

Making estimates requires management to exercise significant judgment. It is at least reasonably possible that the estimate of the effect of a condition, situation or set of circumstances that existed at the date of the financial statements, which management considered in formulating its estimate could change in the near term due to one or more future confirming events. Accordingly, the actual results could differ significantly from estimates.

### **Cash and Cash Equivalents- Deposits**

Cash and cash equivalents consist of cash and temporary investments with maturities of three months or less when purchased. The Company is required to maintain cash deposits with telecommunications service providers. The Company considers these deposits to be cash equivalents. The carrying amounts reported on the balance sheet for cash and cash equivalents deposits approximate those assets’ fair values.

### **Fair Value of Financial Instruments**

The Company records its financial assets and liabilities at fair value, in accordance with the framework for measuring fair value in generally accepted accounting principles. This framework establishes a fair value hierarchy that prioritizes the inputs used to measure fair value:

- Level 1: Observable inputs that reflect unadjusted quoted prices for identical assets or liabilities traded in active markets.
- Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.
- Level 3: Inputs that are generally unobservable. These inputs may be used with internally developed methodologies that result in management’s best estimate of fair value.

Fair Value Measurements and Disclosures,” are also effective for the Company’s non-financial assets and liabilities. In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by assumptions used. In that regard, the derived fair value estimates cannot be substantiated by comparison to independent markets, and in many cases, could not be realized in immediate settlement of the instruments. Accordingly, the aggregate fair value amounts presented do not represent the underlying value of the Company.

The carrying amounts of trade and other accounts receivable, trade accounts payable, accrued payroll, bonuses and team member benefits, and other accrued expenses approximate fair value because of the short maturity of those instruments.



## **Intangible Assets**

Intangible assets includes brands, trademarks, internally developed software and a software license agreement acquired from an independent party. Certain of these assets have a definite life and are amortized on a straight-line basis, with estimated useful lives of five years. Intangible assets with a definite life are tested for impairment whenever events or circumstances indicate that the carrying amount of an asset (asset group) may not be recoverable. An impairment loss is recognized when the carrying amount of an asset exceeds the estimated undiscounted cash flows used in determining the fair value of the asset. The amount of the impairment loss to be recorded is calculated by the excess of the asset's carrying value over its fair value. Fair value is generally determined using a discounted cash flow analysis.

## **Revenue Recognition**

Revenue is recognized at the point of sale.

## **Accounts Receivable and Allowances**

Trade accounts receivable are recorded at the invoiced amount and do not bear interest. The Company maintains allowances for bad debts. The allowance for doubtful accounts is based on the best estimate of the amount of probable credit losses in existing accounts receivable. The Company determines the allowances based on historical write-off experience by industry and regional economic data and historical sales returns. The Company reviews the allowance for doubtful accounts periodically. The Company does not have any significant off-balance-sheet credit exposure related to its customers.

## **Convertible Notes Payable**

The Company has long term obligations that are convertible into the common stock of the Company. The long term notes are recorded at their principle maturity value and accrue interest at the stated value. Accrued interest is charged to operations as accrued.

## **General and Administrative Expenses**

General and administrative expenses consist of salaries and benefits costs, occupancy and other related costs associated with corporate and regional administrative support services.

## **Earnings Per Share**

In accordance with accounting guidance now codified as FASB ASC Topic 260, "*Earnings per Share*," basic earnings (loss) per share is computed by dividing net income (loss) by weighted average number of shares of common stock outstanding during each period. Diluted earnings (loss) per share is computed by dividing net income (loss) by the weighted average number of shares of common stock, common stock equivalents and potentially dilutive securities outstanding during the period.

Since the Company reflected a net loss for the year ended May 31, 2011 and 2010, respectively, the effect of considering any common stock equivalents, if outstanding, would have been anti-dilutive. A separate computation of diluted earnings (loss) per share is not presented.

On November 17, 2009, the Company affected a 3-for-1 forward stock split. All share and per share amounts have been retroactively restated.

## **New Accounting Pronouncements**

In April 2009, the FASB issued guidance now codified as FASB ASC Topic 820, "*Fair Value Measurements and Disclosures*," which amends previous guidance to require disclosures about fair value of financial instruments in interim as well as annual financial statements in the current economic environment. This pronouncement was effective for periods ending after June 15, 2009. The adoption of this pronouncement did not have a material impact on the Company's business, financial condition or results of operations; however, these provisions of FASB ASC Topic 820 resulted in additional disclosures with respect to the fair value of the Company's financial instruments.

In January 2010, the Financial Accounting Standards Board ("FASB") issued updated guidance to amend the disclosure requirements related to recurring and nonrecurring fair value measurements. This update requires new disclosures on significant transfers of assets and liabilities between Level 1 and Level 2 of the fair value hierarchy (including the reasons for these transfers) and the reasons for any transfers in or out of Level 3. This update also requires a reconciliation of recurring Level 3 measurements about purchases, sales, issuances and settlements on a gross basis. In addition to these new disclosure requirements, this update clarifies certain existing disclosure requirements. For example, this update clarifies that reporting entities are required to provide fair value measurement disclosures for each class of assets and liabilities rather than each major category of assets and liabilities. This update also clarifies the

requirement for entities to disclose information about both the valuation techniques and inputs used in estimating Level 2 and Level 3 fair value measurements. This update will become effective for the Company with the interim and annual reporting period beginning January 1, 2010, except for the requirement to provide the Level 3 activity of purchases, sales, issuances, and settlements on a gross basis, which will become effective for the Company with the interim and annual reporting period beginning January 1, 2011. The Company will not be required to provide the amended disclosures for any previous periods presented for comparative purposes. Other than requiring additional disclosures, adoption of this update will not have a material effect on the Company's consolidated financial statements.

## **Note 2. Intangible Assets**

Intangible assets consist of internally developed software for internal use as well as certain third party software licensing and operating rights, brand names, trademarks and domain names.

**Software** – The Company capitalizes direct costs of materials and services used in the development of proprietary application services environment and browser software. This software is for internal use and the capitalized costs relate to payroll and payroll related costs for those directly associated with the development. All general and administrative costs have been charged to operations when incurred. Amounts capitalized are amortized on a straight-line basis over a period of three years.

**Brands, Software Licenses and Domains** – On May 17, 2010, the Company entered into a purchase agreement with a third party to acquire certain software licenses and related usage rights. The Company values the assets purchased by third parties as their historic acquisition cost and are amortized on a straight-line basis over a period of five years.

## **Note 3. Notes Payable**

Notes payable consists of the following at November 30, 2011 and May 31, 2011, respectively:

	November 30, 2011	May 31, 2011
Loan Payable – Related Party bearing interest at 5%, due upon demand	\$ 55,187	\$ 112,235
Convertible Notes Payable- Related Party		
Loan payable to a shareholder bearing interest at 4% due on May 17, 2012, convertible to common stock at \$2.00 per share	\$ 241,695	\$ 89,195
Loan payable to a shareholder bearing interest at 18% due on July 20, 2012, convertible to common stock at \$1.00 per share	300,000	-
<b>Total Convertible Notes Payable – Related Party</b>	<b>\$ 541,695</b>	<b>\$ 89,195</b>
Convertible Notes Payable		
Loan payable bearing interest at 10% due on March 17, 2012, convertible to common stock at 60% of the lowest closing price during the five days immediately preceding conversion, net of discount of \$19,973	\$ 180,027	\$ -
Loan payable bearing interest at 10% due on December 14, 2011, convertible to common stock at \$2.00 per share	50,000	-
Loan payable bearing interest at 4% due on May 16, 2011, convertible to common stock at \$2.00 per share	-	1,000,000
Loan payable bearing interest at 4% due on May 16, 2012, convertible to common stock at \$2.00 per share	-	4,000,000
<b>Total Convertible Notes Payable</b>	<b>\$ 230,027</b>	<b>\$ 5,000,000</b>

As of November 30, 2011 and May 31, 2011, the Company has accrued unpaid interest related to the notes payable in the amount of \$40,979 and \$227,307, respectively.

As of May 31, 2011, \$790,722 of related party loans were converted to 395,361 restricted shares of the Company's common stock.

In October 2011, loans totaling 5,000,000 were converted into 2,500,000 shares of the Company's common stock. Related accrued interest of \$233,409 was forgiven by the note holder.

In November 2011, a related party note in the amount of \$35,721 and the related accrued interest of \$3,572, were forgiven.

## **Note 4. Going Concern**

As reflected in the accompanying financial statements, the Company has a net loss of \$452,618 and net cash used in operations of \$531,047, for the six months ended November 30, 2011.

The Company may seek additional funds to finance its immediate and long-term operations through debt and/or equity financing. The successful outcome of future financing activities cannot be determined at this time and there is no assurance that if achieved, the Company will have sufficient funds to execute its intended business plan or generate positive operating results.

These factors, among others, raise doubt about the Company's ability to continue as a going concern. The accompanying financial statements do not include any adjustments related to recoverability and classification of asset carrying amounts or the amount and classification of liabilities that might result should the Company be unable to continue as a going concern.

In response to these problems, management has taken the following actions:

- the Company is searching to merge with an operating business and develop new operating goals; in connection with this approach, the Company acquired Yippy, Inc. on January 26, 2010 ; and
- the Company is seeking third party financing and discussing the conversion of its remaining outstanding debt to equity.

#### **Note 5. Litigations, Claims and Assessments**

From time to time, the Company may become involved in various lawsuits and legal proceedings, which arise in the ordinary course of business. However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm its business.

#### **Note 6. Stockholders' Equity (Deficit)**

##### **(i) Common Stock Issuances**

In May 2006, the Company issued 15,000,000 shares of common stock to its founders for \$5,000 (\$0.0003/share).

In August 2006, the Company issued 720,000 shares of common stock for \$2,400 (\$0.003/share).

In September 2006, the Company issued 3,000,000 shares of common stock for \$10,000 (\$0.003/share).

In November 2006, the Company issued 300,000 shares of common stock for \$10,000 (\$0.03/share).

On October 14, 2009, the Company issued 825,000 shares of common stock to a consultant, in exchange for services rendered, having a fair value of \$46,750 (\$.056/share), based upon the quoted closing trading price.

On October 7, 2009, the Company issued 200,000 shares of common stock for \$500,000 (\$2.50/share), to its founder.

On October 7, 2009, the Company issued 700,000 shares of common stock, having a fair value of \$1,750,000 (\$2.50/share), to its founders for services rendered, based upon the recent cash offering price.

On December 18, 2009, the Company issued 75,000 shares of common stock in connection with the exercise of stock options, for proceeds of \$750 (\$0.01 per share).

On December 31, 2009, the Company issued 25,000 shares of common stock to a consultant, in exchange for services rendered, having a fair value of \$91,250 (\$3.65/share), based upon the quoted closing trading price. Under the terms of this agreement, the consultant also received 25,000 shares of common stock on March 1, 2010, in exchange for services rendered, having a fair value of \$91,250 (\$3.65/share).

On January 26, 2010, the Company issued 2,340,000 shares of common stock for the acquisition of Yippy Delaware, having a fair value of \$2,250,000.

On June 2, 2011, the Company declared a 5% stock dividend for holders of record on June 27, 2011, payable on or about June 30, 2011 representing 1,115,577 shares of common stock.

In July 2011, the Company issued 10,000 shares of common stock to a former consultant as settlement of a dispute. The common stock had a fair market value of \$10,300.

In October 2011, the Company issued 2,500,000 shares of common stock upon the conversion of \$5,000,000 in notes payable. The common stock had a fair market value of \$975,000 on the date of conversion.

In November 2011, the Company issued 195,000 shares of common stock (split adjusted) as compensation to two consultants. The fair market value of the common stock was \$60,200.

#### **Note 7. Commitments**

In December 2009, the Company entered into a one year consulting agreement with a consultant, to serve as public relations counsel for the Company. Pursuant to the agreement, the Company will pay a monthly cash fee of \$5,000 and a \$500 Media administration out of pocket fee. Additionally, the Company will issue 25,000 shares of common stock payable quarterly in advance for a one year (1) period totaling 100,000 shares. The Company has negotiated an early termination of this arrangement as of May 31, 2010. The vendor has received 50,000 shares of common stock and is currently owed an additional \$6,583.

In December 2009, the Company entered into a one year consulting agreement with a consultant to facilitate the communication of information about the Company and its business to investors and the public markets. Pursuant to the agreement, the Company was to pay a monthly cash fee of \$6,000, the first month in advance. Additionally, the Company was to issue 96,000 shares of common stock vesting quarterly. The Company is currently disputing this agreement and its terms due to non-performance.

On May 17, 2010, the Company entered into a license agreement (the "License Agreement") with Vivisimo, Inc. ("Vivisimo"), granting the Company a non-exclusive, world-wide right to the use of "Velocity," a software information optimization platform that unifies access to secure business repositories, presents relevant information and enables knowledge sharing across an enterprise, for use in connection with computer applications currently being developed by the Company. In connection with the License Agreement, the Company acquired the domain Clusty.com, a metasearch engine, and all sub-domains and scripts related thereto, pursuant to a related purchase agreement (the "Purchase Agreement"). Vivisimo agreed not to compete with the Company in the consumer search area for a period of two years. Total consideration paid to Vivisimo under the Purchase Agreement and License Agreement was approximately \$5,550,000 (the "Acquisition Price"). The Acquisition Price includes two cash payments and the issuance by the Company to Vivisimo of two convertible promissory notes, each bearing interest at a rate of 4% per annum (together, the "Notes"). Vivisimo may, at the maturity of either or both Notes, elect to convert the principal and interest then due into shares of the Company's common stock ("Conversion Shares") at a price of \$2.00 per share. If full conversion occurs, Vivisimo would hold approximately 10% of the outstanding equity of the Company based upon the Company's current capitalization. Subsequent to the execution of the agreement, the final payment of \$100,000 and accrued interest amounts of \$257,671 under the Notes have been withheld pending the correction of performance based issues with the software under license. In October 2011, the Notes were converted.

#### **Note 8. Subsequent Events**

On December 5, 2011, the Company declared a 2-for-1 forward stock split.

#### **Note 9. Restatement**

In connection with the preparation of the November 30, 2011 financial statements the management of the Company was made aware that the capitalization of certain assets was not recorded properly in the financial statements as of May 31, 2011.

##### **Yippy Acquisition**

In January 2010, the Company acquired Yippy, Inc. in exchange for the issuance of 2,340,000 shares of the Company's common stock. The issuance of the shares of common stock was recorded at par value of \$2,340 rather than the fair market value established in conjunction with the transaction of \$2,250,000. The difference of \$2,247,660, should have been recorded as an Intangible Asset as of May 31, 2010. In addition, certain of the assets acquired, totaling \$996,400, are intangible assets not subject to amortization. The Company recorded depreciation on these assets totaling \$332,132 and \$110,711 in the years ending May 31, 2011 and 2010, respectively.

##### **Vivisimo Transaction**

In May 2010, the Company entered into a license agreement with Vivisimo, Inc. The license agreement was recorded as an intangible asset subject to depreciation. However, a subsequent analysis of the agreement with Vivisimo reveals that only \$750,000 of the consideration paid relates to intangible assets that are subject to amortization. The remaining portion of the license fee paid of \$4,250,000 should be treated as an intangible asset subject to an impairment test on a periodic basis. The Company recorded amortization of \$1,666,667 related to this transaction in the year ending May 31, 2011.

##### **Internally developed software**

The company capitalized \$1,749,300 in costs related to internally developed software during the year ending May 31, 2010. Management believes that these costs should have been expensed when incurred as research and development costs.

The following tables represent the amounts originally reported and the restated amounts reported herein:

	<u>May 31, 2011</u> ( AS ORIGINALLY FILED)	<u>May 31, 2011</u> ( AS RESTATED)
Intangible Assets, net	\$ 4,866,200	\$ 7,306,817
Total Assets	\$ 4,913,511	\$ 7,354,128
Total Liabilities	\$ 5,679,707	\$ 5,639,810
Common Stock	\$ 22,705	\$ 22,705
Additional Paid In Capital	\$ 3,391,663	\$ 3,015,670
Accumulated Deficit	\$ (4,180,562)	\$ (1,324,057)
Total Shareholders' Equity / (Deficit)	\$ (766,194)	\$ 1,714,318
Total Liabilities and Shareholders' Equity / (Deficit)	\$ 4,913,511	\$ 7,354,128

#### CONSOLIDATED STATEMENT OF OPERATIONS

	<u>For the Year Ended May 31, 2010</u> AS ORIGINALLY FILED	<u>For the Year Ended May 31, 2010</u> AS RESTATED	<u>For the Period From May 24, 2006 (Inception) through May 31, 2010</u> AS ORIGINALLY FILED	<u>For the Period From May 24, 2006 (Inception) through May 31, 2010</u> AS RESTATED
Revenue	\$ -	\$ -	\$ -	\$ -
Cost of Revenue	-	-	-	-
Gross Profit (Loss)	-	-	-	-
General and Administrative Expenses	971,763	1,281,277	1,075,902	298,975
Loss From Operations	(971,763)	(1,281,277)	(1,075,902)	(298,975)
Other Income (Expense):				
Interest Income	-	-	-	-
Interest Expense	(10,282)	(10,664)	(10,282)	(10,664)
Total Other Income (Expense)	-	(10,664)	(1,022,864)	(10,664)
Net Income (Loss)	\$ (982,045)	\$ (1,291,941)	\$ (1,022,864)	\$ (309,639)
Net Loss Per Share	\$ (0.04)	\$ (0.06)		

#### Note 9. Restatement (cont'd)

#### CONSOLIDATED STATEMENT OF OPERATIONS

	For the Year Ended May 31, 2011	For the Year Ended May 31, 2011	For the Period From May 24, 2006 (Inception) through May 31, 2011	For the Period From May 24, 2006 (Inception) through May 31, 2011
	AS ORIGINALLY FILED	AS RESTATED	AS ORIGINALLY FILED	AS RESTATED
Revenue	\$ 45,510	\$ 45,510	\$ 45,510	\$ 45,510
Cost of Revenue	-	-	-	-
Gross Profit (Loss)	45,510	45,510	45,510	45,510
General and Administrative Expenses	2,853,853	472,107	4,226,071	924,615
Loss From Operations	(2,808,343)	(426,597)	(4,180,561)	(879,105)
Other Income (Expense):				
Interest Income	-	-	-	-
Interest Expense	(286,034)	(236,033)	-	(444,952)
Total Other Income (Expense)	(286,034)	(236,033)	-	(444,952)
Net Income (Loss)	\$ (3,094,377)	\$ (1,014,418)	\$ (4,180,561)	\$ (1,324,057)
Net Loss Per Share	\$ (0.14)	\$ (0.04)		

## **PART E – ISSUANCE HISTORY**

### **Item XVII. List of Securities Offerings and Shares Issued for Services in the Past Two Years.**

On July 28, 2010, the Company issued 50,000 shares of common stock to a consultant, in exchange for services to be rendered.

In July 2011, the Company issued 10,000 shares of common stock to a former consultant as settlement of a dispute.

In November 2011, the Company issued 195,000 shares (split adjusted) of common stock as compensation to two consultants.

### **Item XVIII. Material Contracts.**

Attached hereto in Part F – Exhibits

### **Item XIX. Articles of Incorporation and Bylaws.**

The Company's Articles of Incorporation and Bylaws are attached hereto as exhibits to this disclosure statement.

### **Item XX. Purchases of Equity Securities by the Issuer and Affiliated Purchasers.**

None.

### **Item XXI. Issuer's Certifications.**

I, Richard Granville, certify that:

1. I have reviewed this disclosure statement of Yippy, Inc.;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

Date: February 3, 2012

/s/ Richard Granville

Richard Granville  
Chief Executive Officer  
Chief Financial Officer

## **PART F – EXHIBITS**

<b>Exhibit</b>	<b>Description</b>
<b>A</b>	Articles of Incorporation
<b>B</b>	Bylaws
<b>C</b>	Share Exchange Agreement, dated January 26, 2010, by and among Cinnabar Ventures, Inc., Yippy, Inc., and the shareholders of Yippy, Inc.
<b>D</b>	Purchase Agreement, dated May 14, 2010, by and between Vivisimo, Inc. and Yippy, Inc.
<b>E</b>	\$4 Million Promissory Note, dated May 14, 2010
<b>F</b>	\$1 Million Promissory Note, dated May 14, 2010
<b>G</b>	License Agreement, dated May 14, 2010, by and between Vivisimo, Inc. and Yippy, Inc.
<b>H</b>	Debt Conversion Agreement, dated October 14, 2011, by and between Vivisimo, Inc. and Yippy, Inc. w/ non-compete extension through May 17, 2013

## **Exhibit: A**



## SECRETARY OF STATE

**CORPORATE CHARTER**

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that **CINNABAR VENTURES INC.**, did on May 24, 2006, file in this office the original Articles of Incorporation; that said Articles of Incorporation are now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said Articles contain all the provisions required by the law of said State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on May 25, 2006.



DEAN HELLER  
Secretary of State

By

Certification Clerk

**DEAN HELLER**  
Secretary of State

**RENEE L. PARKER**  
Chief Deputy  
Secretary of State

**PAMELA RUCKEL**  
Deputy Secretary  
for Southern Nevada

STATE OF NEVADA



OFFICE OF THE  
SECRETARY OF STATE

**CHARLES E. MOORE**  
Securities Administrator

**SCOTT W. ANDERSON**  
Deputy Secretary  
for Commercial Recordings

**ELLYCK HSU**  
Deputy Secretary  
for Elections

**Certified Copy**

May 25, 2006

**Job Number:** C20060524-3027  
**Reference Number:** 00000809066-29  
**Expedite:**  
**Through Date:**

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
20060330764-61	Articles of Incorporation	3 Pages/1 Copies



Respectfully,

DEAN HELLER  
Secretary of State

By

Certification Clerk

**Commercial Recording Division**  
202 N. Carson Street  
Carson City, Nevada 89701-4069  
Telephone (775) 684-5708  
Fax (775) 684-7138

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**DEAN HELLER**  
 Secretary of State  
 206 North Carson Street  
 Carson City, Nevada 89701-4299  
 (775) 684 5708  
 Website: secretaryofstate.biz

Entity #  
**E0388432006-8**  
 Document Number:  
**20060330764-61**

Date Filed:  
 5/24/2006 4:20:55 PM  
 In the office of

*Dean Heller*

Dean Heller  
 Secretary of State

ABOVE SPACE IS FOR OFFICE USE ONLY

<b>1. Name of Corporation:</b>	CINNABAR VENTURES INC.
<b>2. Resident Agent Name and Street Address:</b> <small>(Must be a Nevada address where notices may be served.)</small>	EMPIRE STOCK TRANSFER INC. Name 7251 WEST LAKE MEAD BLVD SUITE 300 Street Address LAS VEGAS Nevada 89128 City Zip Code Optional Mailing Address City State Zip Code
<b>3. Shares:</b> <small>(Number of shares authorized to issue)</small>	Number of shares with par value: 75,000,000 Par value: \$ .001 Number of shares without par value:
<b>4. Name &amp; Address of Board of Directors/Trustees:</b> <small>(Attach additional pages if more than 3 individuals.)</small>	1. LINDA SMITH Name 97 MALISPINA DRIVE Street Address GABRIOLA ISLAND BC NV 89128 City State Zip Code 2. Name Street Address City State Zip Code 3. Name Street Address City State Zip Code
<b>5. Purpose:</b> <small>(Indicate in plaintext)</small>	The purpose of this Corporation shall be: ALL LEGAL PURPOSES
<b>6. Name, Address and Signature of Incorporator:</b> <small>(Attach additional pages if more than 1 incorporator.)</small>	LEAH FINKE Name Signature 7251 WEST LAKE MEAD BLVD SUITE 300 Address LAS VEGAS NV 89128 City State Zip Code
<b>7. Certificate of Acceptance of Appointment of Resident Agent:</b>	I hereby accept appointment as Resident Agent for the above named corporation. Authorized Signature of R. A. or On Behalf of R. A. Company Date 5/24/2006

This form must be accompanied by appropriate fees.

05/24/2008 15:46 FAX 7029741444

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**ARTICLES OF INCORPORATION****OF****CINNABAR VENTURES INC.**

**FIRST.** The name of the corporation is Cinnabar Ventures Inc.

**SECOND.** The registered office of the corporation in the State of Nevada is located at 7251 West Lake Mead Blvd Suite 300, Las Vegas, NV 89128. The corporation may maintain an office, or offices, in such other places within or without the State of Nevada as may be from time to time designated by the Board of Directors or the By-Laws of the corporation. The corporation may conduct all corporation business of every kind and nature outside the State of Nevada as well as within the State of Nevada.

**THIRD.** The objects for which this corporation is formed are to engage in any lawful activity.

**FOURTH.** The total number of common stock authorized that may be issued by the Corporation is seventy five million (75,000,000) shares of common stock with a par value of one tenth of one cent (\$0.001) per share and no other class of stock shall be authorized. The corporation may from time issue said shares for such consideration as the Board of Directors may fix.

**FIFTH.** The governing board of the corporation shall be known as directors, and the number of directors may from time to time be increased or decreased in such manner as shall be provided by the By-Laws of this corporation, providing that the number of directors shall not be reduced to fewer than one (1). The first Board of Directors shall be one (1) in number and the name and post office address of this Director is:

Name: Linda Smith  
Address: 97 Malispina Drive  
Gabriola Island, BC V0R 1X1

**SIXTH.** The capital stock of the corporation, after the amount of the subscription price or par value, has been paid in, shall not be subject to assessment to pay the debts of the corporation.

**SEVENTH.** The name and post office address of the Incorporator signing the Articles of Incorporation is as follows:

Name: Leah Finke  
Address: 7251 West Lake Mead Blvd Suite 300  
Las Vegas, Nevada 89128

EIGHTH. The Resident Agent for this corporation shall be Empire Stock Transfer Inc. The address of the Resident Agent and the registered or statutory address of this corporation in the State of Nevada shall be: 7251 West Lake Mead Blvd Suite 300 Las Vegas, NV 89128.

NINTH. The corporation is to have perpetual existence.

TENTH. The Board of Directors shall adopt the initial By-laws of the corporation. The Board of Directors shall also have the power to alter, amend or repeal the By-laws, or to adopt new By-laws, except as otherwise may be specifically provided in the By-laws.

ELEVENTH. The Board of Directors shall have the authority to open bank accounts and adopt banking resolutions on behalf of the corporation.

TWELFTH. No Director or Officer of the corporation shall be personally liable to the corporation or any of its stockholders for damages for breach of fiduciary duty as a Director or Officer involving any act or omission of any such Director or Officer; provided, however, that the foregoing provision shall not eliminate or limit the liability of a Director or Officer (i) for acts or omissions which involve intentional misconduct, fraud or a knowing violation of the law, or (ii) the payment of dividends in violation of Section 78.300 of the Nevada Revised Statutes. Any repeal or modification of this Article by the Stockholders of the corporation shall be prospective only, and shall not adversely affect any limitations on the personal liability of a Director or Officer of the corporation for acts or omissions prior to such repeal or modification.

THIRTEENTH. The corporation reserves the right to amend, alter, change or repeal any provision contained in the Articles of Incorporation, in the manner now or hereafter prescribed by statute, or by the Articles of Incorporation, and all rights conferred upon stockholders herein are granted subject to this reservation.

I, the undersigned, being the Incorporator hereinbefore named for the purpose of forming a corporation pursuant to General Corporation Law of the State of Nevada, do make and file these Articles of Incorporation, hereby declaring and certifying that the facts herein stated are true, and accordingly have hereunto set my hand this May 24, 2006.

  
Leah Finke  
Incorporator



ROSS MILLER  
 Secretary of State  
 204 North Carson Street, Suite 1  
 Carson City, Nevada 89701-4520  
 (775) 684-5708  
 Website: www.nvsos.gov

**Certificate of Amendment  
 (PURSUANT TO NRS 78.385 AND 78.390)**

Filed in Document the office Number of	<b>20100245001-25</b>
/s/ Ross Miller Ross Miller Secretary of State State of Nevada	Filing Date and Time <b>04/15/2010 3:00 PM</b>
Entity Number	<b>E0388432006-8</b>

USE BLACK INK ONLY – DO NOT HIGHLIGHT

ABOVE SPACE FOR OFFICE USE ONLY

**Certificate of Amendment to Articles of Incorporation  
 For Nevada Profit Corporation  
 Pursuant to NRS 78.385 and 78.390 - (After issuance of Stock)**

1. Name of the corporation:

**CINNABAR VENTURES INC.**

2. The articles have been amended as follows (provide article number if available):

**FIRST: The name of the corporation is Yippy, Inc.**

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power or such greater proportion of the voting power as may be required in the case of a vote by classes or series , or as may be required by the provisions of the articles of incorporation have voted in favor of the amendment is: 78.86%

4. Effective date of filing (optional):

5. Officer signature (required): **X /s/ Richard A. Lisa**

\*if any proposed amendment would alter or change any preference or any relative to other right given to any class or series of outstanding shares, then the amendment must be approved by the vote. In addition to the affirmative vote otherwise required of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless of limitations or restrictions on the voting power thereof.

**IMPORTANT:** Failure to include any of the above information and submit the proper fees ay cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Created by Morningstar<sup>®</sup> Document Research<sup>SM</sup>  
<http://documentresearch.morningstar.com>

**Exhibit: B**

BYLAWS

OF

CINNABAR VENTURES INC.

a Nevada Corporation

ARTICLE ONE

OFFICES

Section 1.1 REGISTERED OFFICE - The registered office of this corporation shall be in the City of Las Vegas, State of Nevada.

Section 1.2 OTHER OFFICES - The corporation may also have offices at such other places both within and without the State of Nevada as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE TWO

MEETINGS OF STOCKHOLDERS

Section 2.1 PLACE - All annual meetings of the stockholders shall be held at the registered office of the corporation or at such other place within or without the State of Nevada as the directors shall determine. Special meetings of the stockholders may be held at such time and place within or without the State of Nevada as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.

Section 2.2 ANNUAL MEETINGS - Annual meetings of the stockholders, commencing with the year 2007, shall be held on the 1st day of April each year if not a legal holiday and, if a legal holiday, then on the next

secular day following, or at such other time as may be set by the Board of Directors from time to time, at which the stockholders shall elect by vote a Board of Directors and transact such other business as may properly be brought before the meeting.

**Section 2.3 SPECIAL MEETINGS** - Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by the statute or by the Articles of Incorporation, may be called by the President or the Secretary by resolution of the Board of Directors or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose of the proposed meeting.

**Section 2.4 NOTICE OF MEETINGS** - Notices of meetings shall be in writing and signed by the President or a Vice-President or the Secretary or an Assistant Secretary or by such other person or persons as the directors shall designate. Such notice shall state the purpose for which the meeting is called and the time and the place, which may be within or without this State, where it is to be held. A copy of such notice shall be either delivered personally to or shall be mailed, postage prepaid to each stockholder of record entitled to vote at such meeting not less than ten nor more than sixty days before such meeting. If mailed, it shall be directed to a stockholder at his address as it appears upon the records of the corporation and upon such mailing of any such notice, the service thereof shall be complete and the time of the notice shall be to run from the date upon which such notice is deposited in the mail for transmission to such stockholder. Personal delivery of any such notice to any officer of a corporation or association or to any member of a partnership shall constitute delivery of such notice to such corporation, association or partnership. In the event of the transfer of stock after delivery of such notice of and prior to the holding of the meeting it shall not be necessary to deliver of mail notice of the meeting to the transferee.

**Section 2.5 PURPOSE OF MEETINGS** – Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

**Section 2.6 QUORUM** - The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until such quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

**Section 2.7 VOTING** - When a quorum is present or represented at any meeting, the vote of the holders of a majority of the stock have voting power present in person or represented by proxy shall be sufficient to elect directors or to decide any questions brought before such meeting, unless question is one upon which by express



provision of the statutes or of the Articles of Incorporation, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 2.8 SHARE VOTING - Each stockholder of record of the corporation shall be entitled at each meeting of stockholders to one vote for each share of stock standing in his name of the books of the corporation. Upon the demand of any stockholder, the vote for directors and the vote upon any question before the meeting shall be by ballot.

Section 2.9 PROXY - At any meeting of the stockholders any stockholder may be represented and vote by proxy or proxies appointed by an instrument in writing. In the event any such instrument in writing shall designate two or more persons to act as proxies, a majority of such persons present at the meeting, or, if only one shall be present, then that one shall have and may exercise all of the powers conferred by such written instrument upon all of the persons so designated unless the instrument shall otherwise provide. No proxy or power of attorney to vote shall be used to vote at a meeting of the stockholders unless it shall have been filed with the secretary of the meeting when required by the inspectors of election. All questions regarding the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by the inspectors of election who shall be appointed by the Board of Directors, or if not so appointed, then by the presiding officer of the meeting.

Section 2.10 WRITTEN CONSENT IN LIEU OF MEETING - Any action which may be taken by the vote of the stockholders at a meeting may be taken without a meeting if authorized by the written consent of stockholders holding at least a majority of the voting power, unless the provisions of the statutes or of the Articles of Incorporation require a greater proportion of voting power to authorize such action in which case such greater proportion of written consents shall be required.

## ARTICLE THREE

### DIRECTORS

Section 3.1 POWERS - The business of the corporation shall be managed by its Board of Directors which may exercise all such power of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 3.2 NUMBER OF DIRECTORS - The number of directors which shall constitute the whole board shall be one (1). The number of directors may from time to time be increased or decreased to not less than one nor more than fifteen by action of the Board of Directors. The directors shall be elected at the Annual Meeting of the Stockholders and except as provided in Section 2 of this Article, each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 3.3 VACANCIES - Vacancies in the Board of Directors including those caused by an increase in the number of directors, may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until his successor is elected at an annual or a special meeting of the stockholders. The holders of two-thirds of the outstanding shares of stock entitled to vote may at any time peremptorily terminate the term of office of all or any of the directors by a vote at a meeting called for such purpose or by a written statement filed with the secretary or, in his absence, with any other officer. Such removal shall be effective immediately, even if successors are not elected simultaneously and the vacancies on the Board of Directors resulting therefrom shall be filled only by the stockholders.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any directors, or if the authorized number of directors be increased, or if the stockholders fail at any annual or special meeting of stockholders at which any director or directors are elected to elect the full authorized number of directors to be voted for at that meeting.

The stockholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors. If the Board of Directors accepts the resignation of a director tendered to take effect at a future time, the Board or the stockholders shall have the power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

## ARTICLE FOUR

### MEETINGS OF THE BOARD OF DIRECTORS

Section 4.1 PLACE - Regular meetings of the Board of Directors shall be held at any place within or without the State which has been designated from time to time by resolution of the Board or by written consent of all members of the Board. In the absence of such designation, regular meetings shall be held at the registered office of the corporation. Special meetings of the Board may be held either at a place so designated or at the registered office.

Section 4.2 FIRST MEETING - The first meeting of each newly elected Board of Directors shall be held immediately following the adjournment of the meeting of stockholders and at the place thereof. No notice of such meeting shall be necessary to the directors in order legally to constitute the meeting, provided a quorum is

present. In the event such meeting is not so held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors.

**Section 4.3 REGULAR MEETINGS** - Regular meetings of the Board of Directors may be held without call or notice at such time and at such place as shall from time to time be fixed and determined by the Board of Directors.

**Section 4.4 SPECIAL MEETINGS** - Special meetings of the Board of Directors may be called by the Chairman or the President or by any Vice President or by any two Directors.

Written notice of the time and place of special meetings shall be delivered personally to each director, or sent to each director by mail or by other form of written communication, charges prepaid, addressed to him at his address as it is shown upon the records, or if not readily ascertainable, at the place in which the meetings of the directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail or delivered to the telegraph company at least forty-eight (48) hours prior to the time of the holding of the meeting. In case such notice is delivered as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall be due, legal and personal notice to such director.

**Section 4.5 NOTICE** - Notice of the time and place of holding an adjourned meeting need not be given to the absent directors if the time and place be fixed at the meeting adjourned.

**Section 4.6 WAIVER** - The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, wither before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

**Section 4.7 QUORUM** - A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law or by the Articles of Incorporation. Any action of a majority, although not at a regularly called meeting, and the record thereof, if assented to in writing by all of the other members of the Board shall be as valid and effective in all respects as if passed by the Board in a regular meeting.

Section 4.8 ADJOURNMENT - A quorum of the directors may adjourn any directors meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any directors meeting, wither regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

## ARTICLE FIVE

### COMMITTEES OF DIRECTORS

Section 5.1 POWER TO DESIGNATE - The Board of Directors may, by resolution adopted by a majority of the whole Board, designate on or more committees of the Board of Directors, each committee to consist of one or more of the directors of the corporation which, to the extent provided in the resolution, shall have and may exercise the power of the Board of Directors in the management of the business and affairs of the Corporation and may have power to authorize the seal of the corporation be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. The members of any such committee present at any meeting and not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. At meetings of such committees, a majority of the members or alternate members shall constitute a quorum for the transaction of business, and the act of a majority of the members or alternate members at any meeting at which there is a quorum shall be the act of the committee.

Section 5.2 REGULAR MINUTES - The committees shall keep regular minutes of their proceedings and report the same to the Board of Directors.

Section 5.3 WRITTEN CONSENT - Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee.

## ARTICLE SIX

### COMPENSATION OF DIRECTORS

Section 6.1 COMPENSATION - The directors may be paid their expenses of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the

corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like reimbursement and compensation for attending committee meetings.

## ARTICLE SEVEN

### NOTICES

Section 7.1 NOTICE - Notices to directors and stockholders shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be mailed. Notice to directors may also be given by telegram.

Section 7.2 CONSENT - Whenever all parties entitled to vote at any meeting, whether directors or stockholders, consent, either by a writing on the records of the meeting or filed with the secretary, or by presence at such meeting and oral consent entered on the minutes, or by taking part in the deliberations at such meeting without objection, the doings of such meetings shall be valid as if had at a meeting regularly called and noticed, and at such meeting any business may be transacted which is not excepted from the written consent or to the consideration of which no objection for want of notice is made at the time, and if any meeting be irregular for want of notice or of such consent, provided a quorum was present at such meeting, the proceedings of said meeting may be ratified and approved and rendered likewise valid and the irregularity or defect therein waived by a writing signed by all parties having the right to vote at such meeting; and such consent or approval of stockholders may be by proxy or attorney, but all such proxies and powers of attorney must be in writing.

Section 7.3 WAIVER OF NOTICE - Whenever any notice whatever is required to be

given under the provisions of the statutes, of the Articles of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

## ARTICLE EIGHT

### OFFICERS

Section 8.1 APPOINTMENT OF OFFICERS - The officers of the corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. Any person may hold two or more offices.

Section 8.2 TIME OF APPOINTMENT - The Board of Directors at its first meeting after each annual meeting of stockholders shall choose a Chairman of the Board who shall be a director, and shall choose a President, a Secretary and a Treasurer, none of whom need to be directors.

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Section 8.3 ADDITIONAL OFFICERS - The Board of Directors may appoint a Vice-Chairman of the Board, Vice-Presidents and one or more Assistant Secretaries and Assistant Treasurers and such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 8.4 SALARIES - The salaries and compensation of all officers of the corporation shall be fixed by the Board of Directors.

Section 8.5 VACANCIES - The officers of the corporation shall hold office at the pleasure of the Board of Directors. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise shall be filled by the Board of Directors.

Section 8.6 CHAIRMAN OF THE BOARD - The Chairman of the Board shall preside at meetings of the stockholders and the Board of Directors, and shall see that all orders and resolutions of the Board of Directors are carried into effect.

Section 8.7 VICE-CHAIRMAN - The Vice-Chairman shall, in the absence or disability of the Chairman of the Board, perform the duties and exercise the powers of the Chairman of the Board and shall perform such other duties as the Board of Directors may from time to time prescribe.

Section 8.8 PRESIDENT - The President shall be the chief executive officer of the corporation and shall have active management of the business of the corporation. He shall execute on behalf of the corporation all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly designated by the Board of Directors to some other officer or agent of the corporation.

Section 8.9 VICE-PRESIDENT - The Vice-President shall act under the direction of the President and in the absence or disability of the President shall perform the duties and exercise the powers of the President. They shall perform such other duties and have such other powers as the President or the Board of Directors may from time to time prescribe. The Board of Directors may designate

one or more Executive Vice-Presidents or may otherwise specify the order of seniority of the Vice-Presidents. The duties and powers of the President shall descend to the Vice-Presidents in such specified order of seniority.

Section 8.10 SECRETARY - The Secretary shall act under the direction of the President. Subject to the direction of the President he shall attend all meetings of the Board of Directors and all meetings of the stockholders and record the proceedings. He shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

Section 8.11 ASSISTANT SECRETARIES - The Assistant Secretaries shall act under the direction of the President. In order of their seniority, unless otherwise determined by the President or the Board of Directors, they shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary. They shall perform such other duties and have such other powers as the President or the Board of Directors may from time to time prescribe.

Section 8.12 TREASURER - The Treasurer shall act under the direction of the President. Subject to the direction of the President he shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by



the President or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at

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its regular meetings, or when the Board of Directors so requires, an account of all of his transactions as Treasurer and of the financial condition of the corporation.

Section 8.13 SURETY - If required by the Board of Directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration of the corporation, in case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 8.14 ASSISTANT TREASURER - The Assistant Treasurer in the order of their seniority, unless otherwise determined by the President or the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer. They shall perform such other duties and have such other powers as the President or the Board of Directors may from time to time prescribe.

## ARTICLE NINE

### CERTIFICATES OF STOCK

Section 9.1 SHARE CERTIFICATES - Every stockholder shall be entitled to have a

certificate signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the corporation, certifying the number of shares owned by him in the corporation. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of the various classes of stock or series thereof and the qualifications, limitations or restrictions of such rights, shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such stock.

Section 9.2 TRANSFER AGENTS - If a certificate is signed (a) by a transfer agent other than the corporation or its employees or (b) by a registrar other than the corporation or its employees, the signatures of the officers of the corporation may be facsimiles. In case any officer who has signed or whose facsimile signature has been placed on a certificate shall cease to be such officer before such certificate is issued, such certificate may be issued with the same effect as though the person had not ceased to be such officer. The seal of the corporation, or a facsimile thereof, may, but need not be, affixed to certificates of stock.

Section 9.3 LOST OR STOLEN CERTIFICATES - The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to

advertise the same in such manner as it shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

Section 9.4 SHARE TRANSFERS - Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation, if it is satisfied that all provisions of the laws and regulations applicable to the corporation regarding the transfer and ownership of shares have been complied with, to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 9.5 VOTING SHAREHOLDER - The Board of Directors may fix in advance a date not exceeding sixty (60) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the

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allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of stockholders for any purpose, as a record date for the determination of the stockholders entitled to notice of and to vote at any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to give such consent, and in such case, such stockholders, and only such stockholders as shall be stockholder of record on the date so fixed, shall be entitled to notice of and to vote at such meeting, or any adjournment thereof,

or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid.

Section 9.6 SHAREHOLDERS RECORD - The corporation shall be entitled to recognize the person registered on its books as the owner of shares to be the exclusive owner for all purposes including voting and dividends, and the corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Nevada.

## ARTICLE TEN

### GENERAL PROVISIONS

Section 10.1 DIVIDENDS - Dividends upon the capital stock of the corporation, subject to the provisions of the Articles of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to the provisions of the Articles of Incorporation.

Section 10.2 RESERVES - Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors may from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends or for repairing or maintaining any property of the corporation or for such other purpose as the directors think conducive to the interest of the corporation, and

the directors may modify or abolish any such reserve in the manner in which it was created.

Section 10.3 CHECKS - All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 10.4 FISCAL YEAR - The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

Section 10.5 CORPORATE SEAL - The corporation may or may not have a corporate seal, as may from time to time be determined by resolution of the Board of Directors. If a corporate seal is adopted, it shall have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "Nevada". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

## ARTICLE ELEVEN

### INDEMNIFICATION

Every person who was or is a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a director or officer of the corporation or is or was serving at the request of the corporation for its benefit as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under

the General Corporation Law of the State of Nevada from time to time against all

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expenses, liability and loss (including attorneys' fees, judgements, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection herewith. The expenses of officers and directors incurred defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of any undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. Such right of indemnification shall be a contract right which may be enforced in any manner desired by the person. Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, agreement, vote of stockholders, provision of law or otherwise, as well as their rights by this Article.

The Board of Directors may cause the corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify such person.

The Board of Directors may from time to time adopt further Bylaws with respect to indemnification and may amend these and such Bylaws to provide at all times the fullest indemnification permitted by the General Corporation Law of the State of Nevada.

## ARTICLE TWELVE

### AMENDMENTS

Section 12.1 BY SHAREHOLDER - The Bylaws may be amended by a majority vote of all the stock issued and outstanding and entitled to vote at any annual or special meeting of the stockholders, provided notice of intention to amend shall have been contained in the notice of the meeting.

Section 12.2 BY BOARD OF DIRECTORS - The Board of Directors by a majority vote of the whole Board at any meeting may amend these Bylaws, including Bylaws adopted by the stockholders, but the stockholders may from time to time specify particular provisions of the Bylaws which shall not be amended by the Board of Directors.

APPROVED and ADOPTED this 26th day of May, 2006.

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Secretary

CERTIFICATE OF SECRETARY

I hereby certify that I am the Secretary of Cinnabar Ventures Inc., and that the foregoing Bylaws, consisting of 11 pages, constitute the code of Bylaws of Cinnabar Ventures Inc., as duly adopted at a regular meeting of the Board of Directors of the corporation held May 26, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 26th day of May, 2006.

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Secretary

**EXHIBIT: C**



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**SHARE EXCHANGE AGREEMENT**

**by and among**

**Cinnabar Ventures Inc.**

**and**

**YIPPY, Inc.**

**and the**

**Shareholders of YIPPY, Inc.**

**Dated as of January 26, 2010**

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## SHARE EXCHANGE AGREEMENT

This SHARE EXCHANGE AGREEMENT, dated as of the 26<sup>th</sup> day of January, 2010 (the “Agreement”), by and among Cinnabar Ventures Inc., a Nevada corporation (the “Company”); YIPPY, Inc., a Delaware corporation (“YIPPY”); and the shareholders of YIPPY, as identified in Exhibit A to this Agreement (the “YIPPY Shareholders”). The Company, YIPPY and the YIPPY Shareholders are collectively referred to herein as the “Parties.”

### WITNESSETH:

WHEREAS, the Company is a publicly held corporation incorporated under the laws of the state of Nevada;

WHEREAS, YIPPY is a privately held corporation incorporated under the laws of the state of Delaware;

WHEREAS, YIPPY has 900,000 shares of capital stock issued and outstanding (the “YIPPY Shares”), one hundred percent (100%) of which are held by the YIPPY Shareholders. The YIPPY Shareholders are the record and beneficial owners of the number of YIPPY Shares set forth adjacent such YIPPY Shareholders names on Exhibit A, attached hereto.

WHEREAS, the Company desires to acquire from the YIPPY Shareholders, and the YIPPY Shareholders desire to sell to the Company, the YIPPY Shares in exchange for the issuance by the Company of a total of 2,340,000 shares to the YIPPY Shareholders in the amount of 2.6 shares (the “Company Shares”) of the Company’s common stock (the “Common Stock”) for every one YIPPY Share held by the YIPPY Shareholders, on the terms and conditions set forth herein (the “Share Exchange”).

WHEREAS, after giving effect to the Share Exchange, there will be approximately 22,260,000 shares of Common Stock issued and outstanding.

WHEREAS, the Parties intend, by executing this Agreement, to implement a tax-deferred exchange of property governed by Section 351 of the United States Internal Revenue Code of 1986, as amended (the “Code”).

NOW, THEREFORE, in consideration, of the promises and of the mutual representations, warranties and agreements set forth herein, the parties hereto agree as follows:

### ARTICLE I

#### THE SHARE EXCHANGE

1.1 The Share Exchange. Subject to the terms and conditions of this Agreement, on the Closing Date (as defined herein):

(a) the Company shall issue and deliver to the YIPPY Shareholders the Company Shares, which shall be duly authorized, validly issued, fully paid and nonassessable;

(b) the YIPPY shareholders will sign an acknowledgement that YIPPY share certificates were never issued and that the YIPPY shareholders are transferring their rights to such shares pursuant to this Agreement.

1.2 Time and Place of Closing. The closing (“Closing”) of the transactions contemplated by this Agreement shall occur upon the exchange of the stock of the Company and YIPPY as described in Section 1.1 herein. Such Closing shall take place on January 26, 2010 (the “Closing Date”), at the corporate office of Company.

1.3 Closing Events. At the Closing, the Company, YIPPY, and the YIPPY Shareholders shall execute, acknowledge, and deliver (or shall ensure to be executed, acknowledged, and delivered), any and all certificates, opinions, financial statements, schedules, agreements, resolutions, the acknowledgement set forth in Section 1.1(b) above or other instruments required by this Agreement to be so delivered at or prior to the Closing, together with such other items as may be reasonably requested by the Parties hereto and their respective legal counsel in order to effectuate or evidence the transactions contemplated hereby.

1.4 Tax Consequences. It is intended by the Parties hereto that for United States income tax purposes, the contribution and transfer of the YIPPY Shares by the YIPPY Shareholders to the Company in exchange for Company Shares constitutes a tax-deferred exchange within the meaning of Section 351 of the Code.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to YIPPY and the YIPPY Shareholders that as of the Closing Date:

2.1 Due Organization and Qualification; Due Authorization.

(a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Nevada, with full corporate power and authority to own, lease and operate its respective business and properties and to carry on its business in the places and in the manner as presently conducted or proposed to be conducted. The Company is in good standing as a foreign corporation in each jurisdiction in which the properties owned, leased or operated, or the business conducted, by it requires such qualification except for any such failure, which when taken together with all other failures, is not likely to have a material adverse effect on the business of the Company.

(b) The Company has all requisite corporate power and authority to execute and deliver this Agreement, and to consummate the transactions contemplated hereby and thereby. The Company has taken all corporate action necessary for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, and this Agreement constitutes the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be affected by bankruptcy, insolvency, moratoria or other similar laws affecting the enforcement of creditors’ rights generally and subject to the qualification that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefore may be brought, equitable remedies is subject to the discretion of the court before which any proceeding therefore may be brought.

2.2 No Conflicts or Defaults. The execution and delivery of this Agreement by the Company and the consummation of the transactions contemplated hereby do not and shall not (a) contravene the Certificate of Incorporation or By-Laws of the Company or (b) with or without the giving of notice or the passage of time (i) violate, conflict with, or result in a breach of, or a default or loss of rights under, any material covenant, agreement, mortgage, indenture, lease, instrument, permit or license to which the Company is a party or by which the Company is bound, or any judgment, order or decree, or any law, rule or regulation to which the Company is subject, (ii) result in the creation of, or give any party the right to create, any lien, charge, encumbrance or any other right or adverse interest (“Liens”) upon any of the assets of the Company, (iii)

terminate or give any party the right to terminate, amend, abandon or refuse to perform, any material agreement, arrangement or commitment to which the Company is a party or by which the Company's assets are bound, or (iv) accelerate or modify, or give any party the right to accelerate or modify, the time within which, or the terms under which, the Company is to perform any duties or obligations or receive any rights or benefits under any material agreement, arrangement or commitment to which it is a party.

2.3 Capitalization. The authorized capital stock of the Company immediately prior to giving effect to the transactions contemplated hereby consists of 75,000,000 shares, of which there are 19,920,000 shares of Common Stock, par value \$0.001, issued and outstanding as of the date hereof. All of the outstanding shares of Common Stock are, and the Company Shares when issued in accordance with the terms hereof, will be, duly authorized, validly issued, fully paid and nonassessable, and have not been or, with respect to the Company Shares will not be issued in violation of any preemptive right of stockholders. There is no outstanding voting trust agreement or other contract, agreement, arrangement, option, warrant, call, commitment or other right of any character obligating or entitling the Company to issue, sell, redeem or repurchase any of its securities, and there is no outstanding security of any kind convertible into or exchangeable for Company Common Stock. The Company has not granted registration rights to any person.

2.4 Financial Statements. The Company has provided YIPPY and the YIPPY Shareholders copies of the (i) audited balance sheet of the Company at May 31, 2009, and the related statements of operations, stockholders' equity (deficit) and cash flows for the two fiscal years of 2009 and 2008, including the notes thereto, (the "Financial Statements"). The Financial Statements, together with the notes thereto, have been prepared in accordance with U.S. generally accepted accounting principles applied on a basis consistent throughout all periods presented. The Financial Statements present fairly the financial position of the Company as of the date and for the periods indicated. The books of account and other financial records of the Company have been maintained in accordance with good business practices.

2.5 Taxes. The Company has filed all United States federal, state, county and local returns and reports which were required to be filed on or prior to the date hereof in respect of all income, withholding, franchise, payroll, excise, property, sales, use, value-added or other taxes or levies, imposts, duties, license and registration fees, charges, assessments or withholdings of any nature whatsoever (together, "Taxes"), and has paid all Taxes (and any related penalties, fines and interest) which have become due pursuant to such returns or reports or pursuant to any assessment which has become payable, or, to the extent its liability for any Taxes (and any related penalties, fines and interest) has not been fully discharged, the same have been properly reflected as a liability on the books and records of the Company and adequate reserves therefore have been established.

2.6 Compliance with Law. The Company is in compliance with all applicable federal, state, local and foreign laws and regulations relating to the protection of the environment and human health. There are no claims, notices, actions, suits, hearings, investigations, inquiries or proceedings pending or, to the knowledge of the Company, threatened against the Company that are based on or related to any environmental matters or the failure to have any required environmental permits, and there are no past or present conditions that the Company has reason to believe are likely to give rise to any material liability or other obligations of the Company under any environmental laws.

2.7 Permits and Licenses. The Company has all certificates of occupancy, rights, permits, certificates, licenses, franchises, approvals and other authorizations as are reasonably necessary to conduct its respective business and to own, lease, use, operate and occupy its assets, at the places and in the manner now conducted and operated, except those the absence of which would not materially adversely affect its respective business.

2.8 Litigation. There is no claim, dispute, action, suit, proceeding or investigation pending or, to the knowledge of the Company, threatened, against or affecting the business of the Company, or challenging the

validity or propriety of the transactions contemplated by this Agreement, at law or in equity or admiralty or before any federal, state, local, foreign or other governmental authority, board, agency, commission or instrumentality, nor to the knowledge of the Company, has any such claim, dispute, action, suit, proceeding or investigation been pending or threatened, during the twelve month period preceding the date hereof. There is no outstanding judgment, order, writ, ruling, injunction, stipulation or decree of any court, arbitrator or federal, state, local, foreign or other governmental authority, board, agency, commission or instrumentality, against or materially affecting the business of the Company. The Company has not received any written or verbal inquiry from any federal, state, local, foreign or other governmental authority, board, agency, commission or instrumentality concerning the possible violation of any law, rule or regulation or any matter disclosed in respect of its business.

## 2.9 SEC Filings; Financial Statements.

(a) The Company has made available to YIPPY a correct and complete copy, or there has been available on EDGAR, copies of each report, registration statement and definitive proxy statement filed by the Company with the Securities and Exchange Commission (the “SEC”) for the twenty four (24) months prior to the date of this Agreement (the “Company SEC Reports”), which, to the Company’s knowledge, are all the forms, reports and documents filed by the Company with the SEC for the twenty four (24) months prior to the date of this Agreement. As of their respective dates, to the Company’s knowledge, the Company SEC Reports: (i) were prepared in accordance and complied in all material respects with the requirements of the Securities Act or the Exchange Act, as the case may be, and the rules and regulations of the SEC thereunder applicable to such Company SEC Reports, and (ii) did not at the time they were filed (and if amended or superseded by a filing prior to the date of this Agreement then on the date of such filing and as so amended or superseded) contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) To the Company’s knowledge, each set of financial statements (including, in each case, any related notes thereto) contained in the Company SEC Reports comply as to form in all material respects with the published rules and regulations of the SEC with respect thereto, were prepared in accordance with U.S. GAAP applied on a consistent basis throughout the periods involved (except as may be indicated in the notes thereto) and each fairly presents in all material respects the financial position of the Company at the respective dates thereof and the results of its operations and cash flows for the periods indicated, except that the unaudited interim financial statements were or are subject to normal adjustments which were not or are not expected to have a Material Adverse Effect on the Company taken as a whole.

2.10 Over-the-Counter Bulletin Board Quotation. The Company’s Common Stock is quoted on the Over-the-Counter Electronic Bulletin Board (“OTCBB”). There is no action or proceeding pending or, to the Company’s knowledge, threatened against the Company by NASDAQ or The Financial Industry Regulatory Authority (“FINRA”) with respect to any intention by such entities to prohibit or terminate the quotation of the Company’s Common Stock on the OTCBB.

## **ARTICLE III**

### **REPRESENTATIONS AND WARRANTIES OF YIPPY**

YIPPY represents and warrants to the Company as of the Closing:

#### 3.1 Due Organization and Qualification; Due Authorization.

(a) YIPPY is a corporation duly incorporated, validly existing and in good standing under the laws of Delaware, with full corporate power and authority to own, lease and operate its business and properties and to carry on its business in the places and in the manner as presently conducted or proposed to be conducted. YIPPY is in good standing as a foreign corporation in each jurisdiction in which the properties owned, leased or operated, or the business conducted, by it requires such qualification except for any such failure, which when taken together with all other failures, is not likely to have a material adverse effect on the business of YIPPY.

(b) YIPPY does not own, directly or indirectly, any capital stock, equity or interest in any corporation, firm, partnership, joint venture or other entity. There is no contract, agreement, arrangement, option, warrant, call, commitment or other right of any character obligating or entitling YIPPY to issue, sell, redeem or repurchase any of its securities, and there is no outstanding security of any kind convertible into or exchangeable for securities of YIPPY.

(c) YIPPY has all requisite power and authority to execute and deliver this Agreement, and to consummate the transactions contemplated hereby and thereby. YIPPY has taken all corporate action necessary for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, and this Agreement constitutes the valid and binding obligation of YIPPY, enforceable against YIPPY in accordance with its terms, except as may be affected by bankruptcy, insolvency, moratoria or other similar laws affecting the enforcement of creditors' rights generally and subject to the qualification that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefore may be brought.

3.2 No Conflicts or Defaults. The execution and delivery of this Agreement by YIPPY and the consummation of the transactions contemplated hereby do not and shall not (a) contravene the governing documents of YIPPY, or (b) with or without the giving of notice or the passage of time, (i) violate, conflict with, or result in a breach of, or a default or loss of rights under, any material covenant, agreement, mortgage, indenture, lease, instrument, permit or license to which YIPPY is a party or by which or any of their respective assets are bound, or any judgment, order or decree, or any law, rule or regulation to which their assets are subject, (ii) result in the creation of, or give any party the right to create, any lien upon any of the assets of YIPPY (iii) terminate or give any party the right to terminate, amend, abandon or refuse to perform any material agreement, arrangement or commitment to which YIPPY is a party or by which YIPPY or any of its assets are bound, or (iv) accelerate or modify, or give any party the right to accelerate or modify, the time within which, or the terms under which YIPPY is to perform any duties or obligations or receive any rights or benefits under any material agreement, arrangement or commitment to which it is a party.

3.3 Capitalization. The authorized capital stock of YIPPY immediately prior to giving effect to the transactions contemplated hereby consists of 900,000 shares of common stock, of which, as of the date hereof, there were 900,000 shares issued and outstanding. All of the outstanding shares of YIPPY are duly authorized, validly issued, fully paid and nonassessable, and have not been or, with respect to YIPPY Shares, will not be transferred in violation of any rights of third parties. The YIPPY Shares are not subject to any preemptive or subscription right, any voting trust agreement or other contract, agreement, arrangement, option, warrant, call, commitment or other right of any character obligating or entitling YIPPY to issue, sell, redeem or repurchase any of its securities, and there is no outstanding security of any kind convertible into or exchangeable for common shares. All of the YIPPY Shares are owned of record and beneficially by the YIPPY Shareholders free and clear of any liens, claims, encumbrances, or restrictions of any kind.

3.4 Taxes. YIPPY has filed all returns and reports which were required to be filed on or prior to the date hereof, and has paid all Taxes (and any related penalties, fines and interest) which have become due pursuant to such returns or reports or pursuant to any assessment which has become payable, or, to the extent its liability for any Taxes (and any related penalties, fines and interest) has not been fully discharged, the same have been properly reflected as a liability on the books and records of YIPPY and adequate reserves therefore

have been established. All such returns and reports filed on or prior to the date hereof have been properly prepared and are true, correct (and to the extent such returns reflect judgments made by YIPPY such judgments were reasonable under the circumstances) and complete in all material respects.

3.5 Compliance with Law. YIPPY is conducting its business in material compliance with all applicable law, ordinance, rule, regulation, court or administrative order, decree or process, or any requirement of insurance carriers material to its business. YIPPY has not received a notice of violation or claimed violation of any such law, ordinance, rule, regulation, order, decree, process or requirement.

3.6 Litigation.

(a) There is no claim, dispute, action, suit, proceeding or investigation pending or threatened, against or affecting YIPPY or challenging the validity or propriety of the transactions contemplated by this Agreement, at law or in equity or admiralty or before any federal, state, local, foreign or other governmental authority, board, agency, commission or instrumentality, has any such claim, dispute, action, suit, proceeding or investigation been pending or threatened, during the twelve (12) month period preceding the date hereof;

(b) there is no outstanding judgment, order, writ, ruling, injunction, stipulation or decree of any court, arbitrator or federal, state, local, foreign or other governmental authority, board, agency, commission or instrumentality, against or materially affecting YIPPY; and

(c) YIPPY has not received any written or verbal inquiry from any federal, state, local, foreign or other governmental authority, board, agency, commission or instrumentality concerning the possible violation of any law, rule or regulation or any matter disclosed in respect of its business.

3.7 Title to Properties. YIPPY does not own any real property.

3.8 Intellectual Property. YIPPY owns, possesses, licenses and has other rights to use all trade and service marks, trade and service mark registrations, trade names, copyrights, inventions, trade secrets, technology, Internet domain names, know-how and other intellectual property (collectively, the “Intellectual Property”), including, but not limited to, the Intellectual Property listed in Exhibit B.

3.9 Financial Statements. YIPPY acknowledges that within seventy five (75) days from the Closing Date, YIPPY will obtain an audit of YIPPY’s business from a certified public accountant in order for the Company to file such audited financial statements pursuant to Item 9.01 on Form 8-K.

## **ARTICLE IV**

### **REPRESENTATION AND WARRANTIES OF THE YIPPY SHAREHOLDERS**

The YIPPY Shareholders hereby represents and warrants to the Company that as of the Closing:

4.1 Title to Shares. The YIPPY Shareholders are the legal and beneficial owners of the YIPPY Shares to be transferred to the Company, and upon consummation of the exchange contemplated herein, the Company will acquire from the YIPPY Shareholders good and marketable title to the YIPPY Shares, free and clear of all liens excepting only such restrictions hereunder upon future transfers by the Company, if any, as maybe imposed by applicable law.

4.2 Due Authorization. The YIPPY Shareholders have all requisite power and authority to execute and deliver this Agreement, and to consummate the transactions contemplated hereby and thereby. This Agreement constitutes the valid and binding obligation of the YIPPY Shareholders, enforceable against him in

accordance with its terms, except as may be affected by bankruptcy, insolvency, moratoria or other similar laws affecting the enforcement of creditors' rights generally and subject to the qualification that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefore may be brought.

#### 4.3 Purchase for Investment.

(a) The YIPPY Shareholders are acquiring the Company Shares for investment for their own account and not as nominees or agents, and not with a view to the resale or distribution of any part thereof, and the YIPPY Shareholders have no present intention of selling, granting any participation in, or otherwise distributing the same. The YIPPY Shareholders further represent that they do not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to such person or to any third person, with respect to any of the Company Shares.

(b) The YIPPY Shareholders understand that the Company Shares are not registered under the Securities Exchange Act of 1933, as amended (the "Act"), on the ground that the sale and the issuance of securities hereunder is exempt from registration under the Act pursuant to Section 4(2) thereof, and that the Company's reliance on such exemption is predicated on the YIPPY Shareholders' representations set forth herein.

4.4 Investment Experience. The YIPPY Shareholders acknowledge that they can bear the economic risk of the investment, and they have such knowledge and experience in financial and business matters that they is capable of evaluating the merits and risks of the investment in the Company Shares.

4.5 Information. The YIPPY Shareholders have carefully reviewed such information as they deemed necessary to evaluate an investment in the Company Shares. To the full satisfaction of the YIPPY Shareholders, they have been furnished all materials that they have requested relating to the Company and the issuance of the Company Shares hereunder, and the YIPPY Shareholders have been afforded the opportunity to ask questions of representatives of the Company to obtain any information necessary to verify the accuracy of any representations or information made or given to them. Notwithstanding the foregoing, nothing herein shall derogate from or otherwise modify the representations and warranties of the Company set forth in this Agreement, on which the YIPPY Shareholders have relied in making an exchange of the YIPPY Shares for the Company Shares.

4.6 Restricted Securities. The YIPPY Shareholders understand that the Company Shares may not be sold, transferred, or otherwise disposed of without registration under the Act or an exemption there from, and that in the absence of an effective registration statement covering the Company Shares or any available exemption from registration under the Act, the Company Shares must be held indefinitely. The YIPPY Shareholders are aware that the Company Shares may not be sold pursuant to Rule 144 promulgated under the Act unless all of the conditions of that Rule are met. Among the conditions for use of Rule 144 may be the availability of current information to the public about the Company.

## **ARTICLE V**

### **DELIVERIES**

5.1 Items to be delivered to the YIPPY Shareholders prior to or at Closing by the Company.

(a) Certificate of Incorporation and amendments thereto, By-Laws and amendments thereto, and certificate of good standing of the Company in Nevada;



(b) Approval from the Board of Directors of the Company authorizing the issuances of the Company Shares;

(c) Share certificates representing the proper number of Company Shares issued in the name of the YIPPY Shareholders in accordance with Exhibit A;

(d) Any other document reasonably requested by the YIPPY Shareholders that they deem necessary for the consummation of this transaction.

5.2 Items to be delivered to the Company prior to or at Closing by YIPPY and the YIPPY Shareholders.

(a) All applicable schedules hereto;

(b) Approval from the board of directors of YIPPY, if applicable, and shareholder resolutions approving the transactions contemplated hereby;

(c) The YIPPY Shareholders will deliver the acknowledgements set forth in Section 1.1(b) above; and

(d) Any other document reasonably requested by the Company that it deems necessary for the consummation of this transaction.

## ARTICLE VI

### CONDITIONS PRECEDENT TO CLOSING

6.1 Conditions Precedent to Closing. The obligations of the Parties under this Agreement shall be and are subject to fulfillment, prior to or at the Closing, of each of the following conditions:

(a) That each of the representations and warranties of the Parties contained herein shall be true and correct at the time of the Closing date as if such representations and warranties were made at such time except for changes permitted or contemplated by this Agreement.

(b) That the Parties shall have performed or complied with all agreements, terms and conditions required by this Agreement to be performed or complied with by them prior to or at the time of the Closing;

6.2 Conditions to Obligations of YIPPY Shareholders. The obligations of YIPPY Shareholders shall be subject to fulfillment prior to or at the Closing, of each of the following conditions:

(a) The Company shall have received all of the regulatory, shareholder and other third party consents, permits, approvals and authorizations necessary to consummate the transactions contemplated by this Agreement;

(b) Litigation. No action, suit or proceeding shall have been instituted before any court or governmental or regulatory body or instituted or threatened by any governmental or regulatory body to restrain, modify or prevent the carrying out of the transactions contemplated in this Agreement or to seek damages or a discovery order in connection with such transactions, or which has or may have, in the reasonable opinion of YIPPY or the YIPPY Shareholder, a materially adverse effect on the assets, properties, business, operations or condition (financial or otherwise) of the Company or YIPPY.

(c) Deliveries. The deliveries specified in Section 5.1 shall have been made by the Company.

6.3 Conditions to Obligations of the Company. The obligations of the Company shall be subject to fulfillment at or prior to or at the Closing, of each of the following conditions:

(a) YIPPY and the YIPPY Shareholders shall have received all of the regulatory, shareholder and other third party consents, permits, approvals and authorizations necessary to consummate the transactions contemplated by this Agreement; and

## **ARTICLE VII**

### **COVENANTS**

7.1 Further Assurances. Each of the Parties shall use its reasonable commercial efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for such party's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions of this Agreement and to consummate the transactions contemplated herein.

7.2 Blue Sky Laws. The Company shall take any action (other than qualifying to do business in any jurisdiction in which it is not now so qualified) required to be taken under any applicable state securities laws in connection with the issuance of the Company Stock in connection with this Agreement.

7.3 Fees and Expenses. All fees and expenses incurred in connection with this Agreement shall be paid by the party incurring such fees or expenses, whether or not this Agreement is consummated.

7.4 Access. Each party shall permit representatives of any other party to have full access to all premises, properties, personnel, books, records (including Tax records), contracts, and documents of or pertaining to such party.

### **7.5 Indemnification and Insurance.**

(a) For a period of one year following the Closing Date, YIPPY and the YIPPY Shareholders hereby agree to indemnify the Company, each of the officers, agents and directors of the Company as of the Closing Date against any loss, liability, claim, damage or expense (including, but not limited to, any and all

expense whatsoever reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened or any claim whatsoever), to which it or they may become subject to or rising out of or based on any inaccuracy appearing in or misrepresentation made in this Agreement. The indemnification provided for in this paragraph shall survive the Closing and consummation of the transactions contemplated hereby and termination of this Agreement; and

(b) The Company hereby agrees to indemnify YIPPY, each of the agents and the YIPPY Shareholders as of the Closing Date against any loss, liability, claim, damage or expense (including, but not limited to, any and all expense whatsoever reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened or any claim whatsoever), to which it or they may become subject arising out of or based on any inaccuracy appearing in or misrepresentation made in this Agreement. The indemnification provided for in this paragraph shall survive the Closing and consummation of the transactions contemplated hereby and termination of this Agreement.

## ARTICLE VIII

### MISCELLANEOUS

8.1 Survival of Representations, Warranties and Agreements. Each of the Parties hereto is executing and carrying out the provisions of this Agreement in reliance upon the representations, warranties and covenants and agreements contained in this agreement or at the closing of the transactions herein provided for and not upon any investigation which it might have made or any representations, warranty, agreement, promise or information, written or oral, made by the other party or any other person other than as specifically set forth herein. Except as specifically set forth in this Agreement, representations and warranties and statements made by a party to in this Agreement or in any document or certificate delivered pursuant hereto shall not survive the Closing Date, and no claims made by virtue of such representations, warranties, agreements and covenants shall be made or commenced by any party hereto from and after the Closing Date.

8.2 Access to Books and Records. During the course of this transaction through Closing, each party agrees to make available for inspection all corporate books, records and assets, and otherwise afford to each other and their respective representatives, reasonable access to all documentation and other information concerning the business, financial and legal conditions of each other for the purpose of conducting a due diligence investigation thereof. Such due diligence investigation shall be for the purpose of satisfying each party as to the business, financial and legal condition of each other for the purpose of determining the desirability of consummating the proposed transaction. The Parties further agree to keep confidential and not use for their own benefit, except in accordance with this Agreement any information or documentation obtained in connection with any such investigation.

8.3 Notice. All communications, notices, requests, consents or demands given or required under this Agreement shall be in writing and shall be deemed to have been duly given when delivered to, or received by prepaid registered or certified mail or recognized overnight courier addressed to, or upon receipt of a facsimile sent to, the party for whom intended, as follows, or to such other address or facsimile number as may be furnished by such party by notice in the manner provided herein:

If to YIPPY or the YIPPY Shareholders:

YIPPY, Inc.  
Attn: Richard Granville  
17595 S. Tamiami Trail, Suite 300  
Fort Myers, FL 33908

If to the Company:

Cinnabar Ventures Inc.  
Attn: Richard Granville  
17595 S. Tamiami Trail, Suite 300  
Fort Myers, FL 33908

8.4 Entire Agreement. This Agreement, the Schedules and any instruments and agreements to be executed pursuant to this Agreement, sets forth the entire understanding of the Parties hereto with respect to its subject matter, merges and supersedes all prior and contemporaneous understandings with respect to its subject matter and may not be waived or modified, in whole or in part, except by a writing signed by each of the Parties hereto. No waiver of any provision of this Agreement in any instance shall be deemed to be a waiver of the same or any other provision in any other instance. Failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of its rights under such provision.

8.5 Successors and Assigns. This Agreement shall be binding upon, enforceable against and inure to the benefit of, the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns, and nothing herein is intended to confer any right, remedy or benefit upon any other person. This Agreement may not be assigned by any party hereto except with the prior written consent of the other parties, which consent shall not be unreasonably withheld.

8.6 Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the state of Nevada, without giving effect to conflicts of law principles.

8.7 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.8 Construction. Headings contained in this Agreement are for convenience only and shall not be used in the interpretation of this Agreement. References herein to Articles, Sections and Exhibits are to the articles, sections and exhibits, respectively, of this Agreement. The Disclosure Schedule is hereby incorporated herein by reference and made a part of this Agreement. As used herein, the singular includes the plural, and the masculine, feminine and neuter gender each includes the others where the context so indicates.

8.9 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, this Agreement shall be interpreted and enforceable as if such provision were severed or limited, but only to the extent necessary to render such provision and this Agreement enforceable.

[-remainder of page intentionally left blank-]

**IN WITNESS WHEREOF**, each of the Parties hereto has executed this Agreement as of the date first set forth above.

**Cinnabar Ventures Inc.**

By: /s/ Richard Granville  
Name: Richard Granville  
Title: Chief Executive Officer

**YIPPY, Inc.**

By: /s/ Richard Granville  
Name: Richard Granville  
Title: Chief Executive Officer

**YIPPY Shareholders**

Angel Funding Group

By: /s/ Jim Pharr  
Name: Jim Pharr  
Title: Chief Executive Officer

YHVH, INC.

By: /s/ Richard Granville  
Name: Richard Granville  
Title: Chief Executive Officer

/s/ Richard Granville  
Richard Granville

/s/ Cecilia Granville  
Cecilia Granville

/s/ Joseph Meuse  
Joseph Meuse

/s/ Miles Parker  
Miles Parker

/s/ Emily Taisey  
Emily Taisey

**EXHIBIT A**

<b>Name of Shareholder</b>	<b>YIPPY Share Ownership</b>	<b>Number of Shares of Cinnabar Ventures Inc. Common Stock to receive in connection with this transaction</b>
Angel Funding Group, Inc.	200,000	520,000
YHVH, INC.	200,000	520,000
Richard Granville	400,000	1,040,000
Cecilia Granville	20,000	52,000
Joseph Meuse	30,000	78,000
Miles Parker	25,000	65,000
Emily Taisey	25,000	65,000

**EXHIBIT: D**

**PURCHASE AGREEMENT**

**By and between VIVISIMO, INC.,**

**as Seller and**

**YIPPY, INC. as Purchaser**

**Dated as of May 14, 2010**

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ATTACHMENTS TO AGREEMENT:

EXHIBIT A – Promissory Note 1 (\$1 million)

EXHIBIT B – Promissory Note 2 (\$4 million)

EXHIBIT C – Clusty Domain Name Assignment

EXHIBIT D – Clusty Trademark Assignment

Appendices

Appendix A Definitions and Interpretation

## PURCHASE AGREEMENT

This Purchase Agreement (this “Agreement”) is made and entered into as of the 14th day of May, 2010, by and among VIVISIMO, INC., a Delaware corporation (“Seller”), and YIPPY, INC. (formerly known as “Cinnabar Ventures, Inc.”), a Nevada corporation (“Purchaser”).

### BACKGROUND STATEMENT

A. Seller owns or otherwise holds the rights to “Velocity,” a software information optimization platform that unifies access to secure business repositories, presents relevant information and enables knowledge sharing across an enterprise (“Velocity”). As of the date hereof, Seller and Purchaser are entering into a non-exclusive, worldwide, perpetual License Agreement covering the license of Velocity by Seller to Purchaser (the “License Agreement”).

B. Purchaser desires to acquire from Seller the following assets: (i) the Clusty.com http://Clusty.com domain and all related scripts developed up to and including the Closing Date (the “Clusty Domain”) and (ii) all sub-domains related to the Clusty Domain and all related scripts developed up to and including the Closing Date (including “Clusty Labs,” “Clusty Wii,” “Clusty Cloud,” “Shakespeare Searched” and “Clusty Ben”) (collectively, the “Clusty Sub-Domains”).

C. As a condition of purchasing the Clusty Domain and the Clusty Sub-Domains, Purchaser requires that (i) the parties enter into the License Agreement, (ii) Seller provide a non-competition undertaking as provided herein, and (iii) Seller provide two years of free maintenance for Velocity.

D. The amounts to be paid by Purchaser to Seller include a cash payment at Closing (as defined below) and the issuance of two convertible promissory notes, as described below, to be allocated as follows:

Payment	Face Amount	Velocity License	Other Assets
Cash at Closing	\$450,000*	\$405,405	\$44,595
Cash within 90 days after Closing	\$100,000	\$90,090	\$9,910
Note 1	\$1,000,000	\$710,000	\$290,000
Note 2	\$4,000,000	\$2,844,505	\$1,155,495
		\$4,050,000	\$1,500,000
		Total: \$5,550,000	

\* Included herein is a \$50,000 payment made by Purchaser prior to the date hereof.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and intending to be legally bound, the parties hereto agree as follows:

1 Purchase and Sale.

1.1 Purchase of Assets.

Subject to the terms and conditions of this Agreement, Seller shall sell, convey, transfer, or assign, as the case may be, to Purchaser, free and clear of all Liens (as defined in Appendix A to this Agreement), and Purchaser shall purchase from Seller, all of Seller's right, title and interest, as of the Effective Time, in and to all of the following assets, rights, and properties of such Seller:

1.1.1 the Clusty Domain;

1.1.2 the Clusty Sub-Domains;

1.1.3 the Clusty Trademark; and

1.1.4 the rights of Seller under the Agreements listed on Schedule 1.1.4.

The Clusty Domain, the Clusty Sub-Domains and the Clusty Trademark are referred to herein collectively as the "Assets." The License Agreement, Note 1 (as defined below), Note 2 (as defined below), the Registration Rights Agreement (as defined below), the Clusty Domain Name Assignment, the Clusty Trademark Assignment, and related documents are referred to herein collectively as the "Transaction Agreements."

1.2 Paid-Up License.

The parties agree that upon payment of the purchase price contemplated in Section 2.1 of this Agreement, the reimbursement of expenses set forth in Section 1.5 and payment in full of all amounts outstanding under the Notes (or, at the option of Seller, issuance of the shares of Purchaser's common stock issuable upon conversion thereof), the license granted under the License Agreement shall be fully-paid.

1.3 Default.

In the event that Purchaser is in default of its payment obligations under Section 2.1.2 hereof or any of its obligations under either Note, then, in addition to all other remedies available to Seller at law or in equity, (a) the license of Velocity by Seller to Purchaser shall be revoked and (b) the obligations of Seller under Sections 6 and 7 of this Agreement shall be of no further force or effect.

1.4 Further Assurances.

Seller, at any time after the Effective Time, upon request of Purchaser, and at Purchaser's expense, will do, execute, acknowledge and deliver, all such further letters, assignments, transfers, conveyances, power of attorneys and assurances as may be reasonably required for

conveying, transferring, assigning, and delivering to Purchaser of the Clusty Domain, the Clusty Sub-Domains and the Clusty Trademark.

### 1.5 Costs and Expenses.

Purchaser shall pay Seller's legal expenses in connection with the transactions contemplated herein.

## 2 Purchase Price.

2.1 Amount and How Paid. In consideration of the transfer to Purchaser of the Assets, Purchaser shall (a) perform the obligations of Seller under the agreements listed on Schedule 1.1.4 attached hereto and, (b) on the Closing Date, deliver the following:

2.1.1 Four Hundred Thousand Dollars (\$400,000) will be paid in cash by wire transfer of immediately available funds to Seller on the Closing Date to such account as shall have been designated by Seller for such purpose prior to the Closing Date (the "Cash Portion").

2.1.2 One Hundred Thousand Dollars (\$100,000) will be paid in cash by wire transfer of immediately available funds to Seller on or before August \_\_, 2010.

2.1.3 One Million Dollars (\$1,000,000) evidenced by a convertible promissory note ("Note 1"), in the form of Exhibit A hereto. Purchaser shall register under the Securities Act of 1933, as amended, the Conversion Shares (as defined below) for re-sale by Purchaser as further provided in a Registration Rights Agreement of even date herewith to be executed and delivered at Closing (the "Registration Rights Agreement").

2.1.4 Four Million Dollars (\$4,000,000) evidenced by a convertible promissory note ("Note 2" and, together with Note 1, the "Notes"), in the form of Exhibit B hereto. Purchaser shall register under the Securities Act of 1933, as amended, the Conversion Shares for re-sale by Purchaser as further provided in the Registration Rights Agreement.

## 3 Closing; Effective Time.

3.1 Closing. The payment of the Cash Portion and the exchange of all other closing deliverables pursuant to this Section 3 (the "Closing") shall take place on the Closing Date or such other date as the parties may agree by an exchange of documents using a national courier service.

3.2 Closing Date; Effective Time. The Closing of the transactions contemplated in this Agreement shall be on May 14, 2010, or such other date as mutually agreed upon by the parties (the date of the Closing is referred to herein as the "Closing Date"). The effective time of the transfer of the Assets shall be deemed to be 11:59 p.m. Eastern Time on the Closing Date (the "Effective Time").

3.2.3 On the Closing Date, Seller shall deliver or cause to be delivered to Purchaser the following:

- (a) the Clusty Domain Name Assignment, duly executed by Seller;

- (b) the License Agreement, duly executed by Seller;
- (c) the Clusty Trademark Assignment, duly executed by Seller; and
- (d) the Assignment and Assumption Agreement, duly executed by Seller.

3.2.4 On the Closing Date, Purchaser shall deliver to Seller the following:

- (a) the Cash Portion;
- (b) Note 1, duly executed by Purchaser;
- (c) Note 2, duly executed by Purchaser;
- (d) the Registration Rights Agreement, duly executed by Purchaser; and
- (e) the Assignment and Assumption Agreement, duly executed by Purchaser.

#### 4 Representations and Warranties of Seller.

Seller represents and warrants to Purchaser that each of the following statements are true and correct as of the date hereof and as of the Closing Date:

##### 4.1 Organization; Qualification.

Seller is a corporation duly organized and validly existing under the laws of the State of Delaware. Seller has all requisite power and authority to own, lease and operate its assets and to carry on its businesses as currently conducted.

##### 4.2 Authority.

Seller has the full power and authority to execute and deliver, and no other proceedings are necessary on the part of Seller to authorize, each of the Transaction Agreements to which it is a party and to consummate the transactions contemplated thereby. This Agreement has been duly and validly authorized, executed and delivered by Seller, and on or before the Closing Date, each of the other Transaction Agreements to which it is a party will be duly and validly executed by Seller. This Agreement and each of the other Transaction Agreements to which it is a party constitute or, upon execution, will constitute, legal, valid and binding agreements of Seller, enforceable against Seller in accordance with their terms.

##### 4.3 Consents and Approvals; No Violations.

4.3.1 The execution, delivery, and performance of this Agreement and the Transaction Agreements by Seller, and Seller's compliance with the terms hereof and thereof, do not and on or before the Closing Date will not: (i) conflict with any provision of the amended and restated certificate of incorporation or any other charter documents of Seller; (ii) except for any consents

to assignment required pursuant to the agreements listed on Schedule 1.1.4 hereto, conflict with, constitute a breach of, result in a violation or default or give rise to any right of termination, infringement, cancellation or acceleration (whether upon notice or lapse of time or both) under any of the terms, conditions or provisions of any contract that will be in effect after the Closing; (iii) violate any statute, law, rule, regulation, judgment, order, writ, injunction or decree of any Governmental Authority; or (iv) result in the creation or imposition of any Lien on the Assets.

4.3.2 No consent, approval, order, or authorization of or registration, declaration, or filing with any Governmental Authority or any other Person is required by or with respect to Seller in connection with the execution and delivery of the Transaction Agreements by Seller or the consummation of the transactions contemplated hereby and thereby, including the transfer of the Assets other than the filing of the Clusty Trademark Assignment with the U.S. Patent and Trademark Office.

#### 4.4 Title to Assets.

Seller owns and has good, valid and marketable title to all of the Assets, free and clear of all Liens. Seller owns or has valid rights to all aspects of the Velocity software.

#### 4.5 Brokers and Finders.

No broker, finder or other Person is entitled to any brokerage fees, commissions or finder's fees in connection with the transactions contemplated hereby by reason of any action taken or commitment made by Seller.

#### 4.6 Limitation of Representations and Warranties.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 4, THE ASSETS ARE BEING TRANSFERRED, ASSIGNED, AND CONVEYED TO PURCHASER ON AN "AS IS, WHERE IS" BASIS WITH ALL FAULTS, AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR CAUSE OR PURPOSE.

### 5 Representations and Covenants of Purchaser.

Purchaser represents and warrants to Seller that each of the following statements is true and correct as of the date hereof and as of the Closing Date:

#### 5.1 Organization; Qualification.

Purchaser is a corporation duly formed under the laws of the State of Nevada.

#### 5.2 Corporate Authority; Validity of Agreement.

Purchaser has full corporate power and authority to execute and deliver this Agreement, the Notes and the other Transaction Agreements, to consummate the transactions contemplated hereby and thereby and to issue the Conversion Shares. As of the Closing Date, the execution,

delivery and performance by Purchaser of this Agreement and the Transaction Agreements and the consummation by Purchaser of the transactions contemplated hereby and thereby will have been duly and validly authorized, and no other action or proceedings on the part of Purchaser will be necessary to authorize the execution and delivery by Purchaser of this Agreement and the Transaction Agreements and the consummation by Purchaser of the transactions contemplated hereby and thereby. This Agreement and the Transaction Agreements have been duly authorized, executed and delivered by Purchaser, and, assuming this Agreement and the Transaction Agreements constitute valid and binding obligations of Seller, constitute valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their terms.

### 5.3 Consents and Approvals; No Violations.

5.3.1 The execution, delivery, and performance of this Agreement and the Transaction Agreements by Purchaser, and Purchaser's compliance with the terms hereof and thereof, do not and will not conflict with any provision of the organizational documents of Purchaser.

5.3.2 No consent, approval, order, or authorization of or registration, declaration, or filing with any Governmental Authority is required by or with respect to Purchaser in connection with the execution and delivery of this Agreement and the Transaction Agreements by Purchaser and the consummation of the transactions contemplated hereby and thereby.

### 5.4 Capitalization.

5.4.1 The authorized capital of Purchaser consists of 75,000,000 shares of common stock, par value \$0.001 (the "Common Stock"), of which 20,220,000 shares are issued and outstanding as of February 28, 2010, the date of Purchaser's last report on Form 10-Q.

5.4.2 The outstanding shares of Common Stock are, and the shares of Common Stock when issued, at Seller's option, upon conversion of the Notes (the "Conversion Shares"), will be, (i) duly and validly authorized and issued, fully paid and nonassessable, (ii) free of any Lien, and (iii) issued in accordance with the registration or qualification provisions of the Securities Act of 1933, as amended, and any relevant state securities laws, or pursuant to valid exemptions therefrom.

5.4.3 The issuance of the Notes has been duly authorized by Purchaser and no further corporation action is or will be required to issue the Notes or the Conversion Shares. Purchaser has duly and validly authorized and reserved such number of shares of Common Stock as is anticipated to be required in order to issue the Conversion Shares.

### 5.5 Brokers and Finders.

No broker, finder or other Person is entitled to any brokerage fees, commissions or finder's fees in connection with the transactions contemplated hereby by reason of any action taken or commitment made by Purchaser.

## 5.6 Investigation and Evaluation.

Purchaser acknowledges that (i) Purchaser has undertaken such evaluation of the Assets as it deems necessary, (ii) Purchaser has not relied on Seller with respect to any matter in connection with Purchaser's evaluation of the Assets, other than the representations and warranties of Seller specifically set forth in Section 4, and (iii) Seller is making no representations or warranties, express or implied, of any nature whatever with respect to the Assets, other than the representations and warranties of the Seller specifically set forth in Section 4.

## 6 Covenants of the Parties.

### 6.1 Maintenance of Velocity.

Seller shall maintain Velocity and Purchaser shall pay such maintenance fees as are provided in the License Agreement.

### 6.2 Clusty Source.

The Clusty meta-search code shall include all the scripts written by Seller at any time prior to the Closing for Clusty to function based on Velocity 7.5 ("Clusty Source"). Subject to Section 1.3, no other Person shall possess or have access to Clusty Source.

## 7 Covenant Not to Compete.

7.1 Covenant Not to Compete. For a period of two (2) years from and after the Closing Date (the "Restricted Period"), Seller and its Affiliates shall not compete directly with the Yippy search application that is based on Clusty Source in the field of Consumer Search (as defined below) (the "Restricted Business"); provided, however, the Restricted Period shall terminate immediately upon the consummation of any of the following transactions by Seller: (i) the sale of all or substantially all of the assets of Seller, (ii) the sale of a majority of the equity of Seller, or (iii) in any merger transaction involving Seller. This Section 7.1 shall not preclude Seller or its Affiliates from undertaking any activities or providing any service outside of the Restricted Business including, without limitation, licensing Velocity or any other newly-developed programs to any Person.

"Consumer Search" means the use by the general public, anywhere in the world, of software search engines that search the Internet and are characterized by an advertising-based business model which involves placing ads alongside, or interspersed with, the organic search results; the latter being determined by a ranking of the search results from many different internet domains or URLs. Examples of Consumer Search are the search boxes and search buttons currently available at Google.com, Bing.com, Yahoo.com, Ask.com and similar web sites. For purposes hereof, the term Consumer Search shall not include:

- a) Search engines that are hidden from public access behind a protected private network or secure network that requires passwords or other user access rights in order for a user to use the search engine;



- b) Search engines that are used within a private network for the purpose of indexing corporate or commercial assets;
- c) Search of web pages or documents from within a single internet domain (e.g., vivisimo.com);
- d) Search of web pages or documents from within a number of internet domains that is narrower than the world-wide web, such as a vertical search engine targeting a field of science, technology, hobby or activity, or internet domains owned by a consumer-goods company;
- e) A private search of the world-wide-web conducted by an intelligence agency which only makes access available to select individuals;
- f) An e-commerce search engine that searches the descriptions of purchasable products or services over a much-more limited scope than the world-wide-web; and
- g) Any search that requires a password or is otherwise not of open access to the public.

## 7.2 Reasonable Restriction.

Seller and Purchaser acknowledge that the length of time, geographic restriction and definition of Consumer Search contained in Section 7.1, are both reasonable and necessary for the legitimate protection of Purchaser's business and interests.

## 7.3 Remedies and Enforcement.

7.3.1 Seller expressly agrees and understands that the remedy at law for any breach by Seller of Section 7.1 will be inadequate and that the damages flowing from such breach are not readily susceptible to being measured in monetary terms. Accordingly, it is acknowledged that upon adequate proof of Seller's violation of Section 7.1, Purchaser will be entitled, among other remedies, to injunctive relief and may obtain a temporary restraining order restraining any threatened or further breach. Nothing in this Section 7.3.1 will be deemed to limit Purchaser's remedies at law or in equity for any breach by Seller or any of its Affiliates of any of the provisions of this Agreement which may be pursued or availed of by Purchaser.

7.3.2 In the event any court of competent jurisdiction determines that the specified time period or geographical area set forth in Section 7.1 is unreasonable, arbitrary, or against public policy, then a lesser time period or geographical area that is determined by the court to be reasonable, non-arbitrary, and not against public policy may be enforced.

## 8 Survival.

Except for the covenants and obligations of Seller set forth in Sections 1.4, 6 and 7 of this Agreement, which shall survive in accordance with their terms, none of the representations, warranties, covenants and agreements made by Seller in or pursuant to this Agreement shall survive the Closing.

Except for the representations, warranties, covenants and agreements of Purchaser set forth in Sections 1.5, 5.2 and 5.4 of this Agreement, which shall survive until the payment in full of all amounts outstanding under the Notes (or, at the option of Seller, issuance of all of the Conversion Shares), none of the representations, warranties, covenants and agreements made by Seller in or pursuant to this Agreement shall survive the Closing.

The provisions of Section 1.3 and Section 9 of this Agreement shall survive the Closing.

## 9 Miscellaneous Provisions.

### 9.1 Expenses.

Except as otherwise provided in Section 1.5, Purchaser and Seller will bear their own respective expenses, including counsel and accountants' fees, in connection with the preparation and negotiation of, and transactions contemplated under, this Agreement.

### 9.2 Further Assurances.

Each of the parties will use all commercially reasonable efforts to take, or cause to be taken, all actions necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement.

### 9.3 Amendment and Modification.

This Agreement may be amended, modified or supplemented only by written agreement signed by Seller and Purchaser.

### 9.4 Waivers.

Any failure by any of the parties to comply with any of the obligations, agreements or conditions set forth in this Agreement may be waived by the other party, but any such waiver will not be deemed a waiver of any other obligation, agreement or condition contained herein.

### 9.5 Notices.

All notices and other communications hereunder shall be in writing and shall be deemed given the day when delivered by hand or confirmation of facsimile transmission is received, three (3) days after having been deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, or one (1) Business Day after having been dispatched by a nationally recognized overnight courier service, in every case to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to Seller, to:	Vivisimo, Inc. 1710 Murray Avenue Pittsburgh, PA 15217 Atten: Jorge Forgues, Chief Financial Officer
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If to Purchaser, to: Yippy, Inc.  
17595 S. Tamiami Trail  
Ft. Myers, FL 33908  
Atten: Richard Granville, President

9.6 Assignment.

Purchaser may assign its rights under this Agreement and the License Agreement to any Person in connection with (i) the sale of all or substantially all of the assets of Purchaser, (ii) the sale of a majority of the equity of Purchaser, or (iii) in any merger transaction involving Purchaser; provided that Purchaser shall provide prompt notice of such assignment to Seller. Seller may assign its rights under this Agreement and the Notes to any Person in connection with (x) the sale of all or substantially all of the assets of Seller, (y) the sale of a majority of the equity of Seller, or (z) in any merger transaction involving Seller; provided that Seller shall provide prompt notice of such assignment to Purchaser. Other than as set forth above, neither party may assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party.

9.7 Governing Law.

The execution, interpretation and performance of this Agreement shall be governed by the internal laws and judicial decisions of the Commonwealth of Pennsylvania, without giving effect to the rules and principles governing conflicts of laws.

9.8 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.9 Severability.

If any provision of this Agreement, or the application thereof to any Person(s) or circumstance(s), shall be held by a court of competent jurisdiction to be contrary to law, invalid, or unenforceable to any extent or in any respect, then such provision shall be deemed to be amended, modified and reduced in scope and effect, only to that extent necessary to render same valid and enforceable, and all other provisions of this Agreement shall be unaffected and shall remain in full force and effect.

9.10 Parties in Interest.

Nothing in this Agreement, express or implied, other than as otherwise specifically provided herein, is intended to or shall confer upon any Person other than the parties hereto any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

#### 9.11 Entire Agreement.

This Agreement, the Transaction Agreements and any other documents delivered pursuant to its terms, constitutes the entire agreement between the parties. Each party acknowledges that no other party has made any, or makes any, promises, representations, warranties, covenants or undertakings, other than those expressly set forth herein.

#### 9.12 Public Announcements and Filing of an 8-K.

Within three (3) days following the Closing Date, the parties shall agree upon a press release to be issued by Purchaser and Purchaser shall file a Report on Form 8-K with the Securities and Exchange Commission (the "SEC") with respect to the Transaction. Prior to filing this Agreement or any of the Transaction Agreements with the SEC, Purchaser shall seek confidential treatment for the pricing provisions of this Agreement, the Exhibits attached hereto, including the Notes, the License Agreement and any other Transaction Agreement. The parties agree that if confidential treatment is not granted (through no fault of Purchaser), then such failure shall not be a breach of this Agreement; provided, that, Purchaser shall deliver prompt notice to Seller in such event. Seller acknowledges that the obligations of Purchaser and the investment by Purchaser in Velocity and the Clusty Domain and Clusty Sub-Domains will be reflected in Purchaser's financial statements.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be signed on their respective behalf by their respective duly authorized officers as of the date first above written.

**PURCHASER**

YIPPY, INC.

By: /s/ Richard Granville  
Richard Granville, President

**SELLER**

VIVISIMO, INC.

By: /s/ Jorgues Forgues  
Jorge Forgues, Chief Financial Officer

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

YIPPY, INC.

**CONVERTIBLE PROMISSORY NOTE**

\$4,000,000.00

May 14, 2010

For value received, Yippy Inc., a Nevada corporation (the "Company"), promises to pay to Vivismo, Inc. (the "Holder") on the Maturity Date (as defined below), unless this Convertible Promissory Note (this "Note") is earlier converted pursuant to Section 3, the principal amount of Four Million Dollars and No Cents (\$4,000,000.00), together with the interest calculated in accordance with Section 2 of this Note. This Note is issued pursuant to the terms of that certain PURCHASE AGREEMENT, dated as of May \_\_, 2010, by and between the Company and the Holder (the "Agreement"), and is subject to the following terms and conditions.

1. **Maturity.** Unless earlier converted pursuant to Section 3 below, this Note will automatically mature and be due and payable upon demand of the Holder on May \_\_, 2012 (the "Maturity Date"). Notwithstanding the foregoing, the entire unpaid principal sum of this Note, together with accrued and unpaid interest thereon, shall become immediately due and payable upon the insolvency of the Company, the commission of any act of bankruptcy by the Company, the execution by the Company of a general assignment for the benefit of creditors, the filing by or against the Company of a petition in bankruptcy or any petition for relief under the federal bankruptcy act or the continuation of such petition without dismissal for a period of 60 days or more, or the appointment of a receiver or trustee to take possession of the property or assets of the Company.

2. **Interest Rate.** From the date hereof until the Maturity Date or the earlier date on which this Note is converted pursuant to Section 3, interest on the outstanding principal amount hereof shall accrue at an aggregate per annum rate of 4% and shall be paid in cash, quarterly, in arrears, commencing on June 1, 2010 and on each September 1, December 1, March 1 and June 1 thereafter. At the option of the Company, the first quarterly interest payment due on June 1, 2010 may be deferred until September 1, 2010; provided that interest shall accrue on such first quarterly interest payment during such deferral period and shall be paid in cash on September 1, 2010. All interest hereunder shall be computed on the basis of a three hundred sixty (360)-day year and actual days elapsed. No payments of principal shall be due hereunder prior to the Maturity Date. Upon the occurrence and during the continuation of an Event of Default (as defined below), interest shall accrue on principal, past due interest and any other amount outstanding under this Note at the annual rate of ten percent (10%).

3. **Conversion.**

(a) **Optional.** At any time prior to the Maturity Date, the Holder may elect to convert the entire principal amount of and accrued interest on this Note into shares of the Company's common stock

("Shares"). The number of Shares to be issued upon such conversion shall be equal to the quotient obtained by dividing (i) the entire principal amount of this Note plus accrued interest by (ii) \$2.00 (the "Conversion Price"), which represents the average closing price of the Shares over the ten trading days prior to the date of this Note.

(b) **Adjustment of Conversion Price.**

(i) If the outstanding Shares shall be subdivided into a greater number of Shares or a dividend in Shares shall be paid in respect of the Shares, the Conversion Price shall simultaneously with the effectiveness of such subdivision or immediately after the record date of such dividend be proportionately reduced. If the outstanding Shares shall be combined into a smaller number of Shares, the Conversion Price shall simultaneously with the effectiveness of such combination, be proportionately increased.

(ii) If any capital reorganization or reclassification of the capital stock of the Company, or consolidation or merger of the Company with another corporation, or the sale of all or substantially all of its assets to another corporation shall be effected in such a way that holders of Shares shall be entitled to receive stock, securities, cash or other property with respect to or in exchange for Shares, then, as a condition of such reorganization, reclassification, consolidation, merger or sale, lawful and adequate provision shall be made whereby the Holder shall have the right to acquire and receive upon conversion of this Note such shares of stock, securities, cash or other property of the successor corporation that the Holder would have been entitled to receive in such reorganization, reclassification, consolidation, merger or sale if this Note had been converted immediately before such reorganization, reclassification, consolidation, merger or sale. The foregoing provisions shall similarly apply to successive reorganizations, reclassifications, consolidations, mergers or sales and to the stock or securities of any other corporation that are at the time receivable upon conversion of this Note. In all events, appropriate adjustments shall be made in the application of the provisions of this Note with respect to the rights and interests of the Holder after the transaction, to the end that the provisions of this Note shall be applicable after that event, as near as reasonably may be, in relation to any shares or other property deliverable after that event upon conversion of this Note.

(c) **Mechanics and Effect of Conversion.** No fractional shares of the Company's capital stock will be issued upon conversion of this Note. In lieu of any fractional share to which the Holder would otherwise be entitled, the Company will pay to the Holder in cash the amount of the unconverted principal and interest balance of this Note that would otherwise be converted into such fractional share. Upon conversion of this Note pursuant to this Section 3, the Holder shall surrender this Note, duly endorsed, at the principal offices of the Company or any transfer agent of the Company. At its expense, the Company will, as soon as practicable thereafter and in any event, within five (5) days, issue and deliver to the Holder, at such principal office, a certificate or certificates for the number of shares to which the Holder is entitled upon such conversion, together with any other securities and property to which the Holder is entitled upon such conversion under the terms of this Note, including a check payable to the Holder for any cash amounts payable as described herein. Upon conversion of this Note, the Company will be forever released from all of its obligations and liabilities under this Note with regard to that portion of the principal amount and accrued interest being converted including without limitation the obligation to pay such portion of the principal amount and accrued interest.

4. **Payment; Prepayment.** All payments shall be made in lawful money of the United States of America at such place as the Holder may from time to time designate in writing to the Company. All payments will be applied first to collection fees and costs due hereunder; then to late charges, if any, due hereunder; then to accrued and unpaid interest; and then to the principal amount. This Note may not be prepaid by the Company without the consent of the Holder.

5. **Events of Default.** Each of the following events shall be an "Event of Default" hereunder:

(a) the Company shall fail to pay as and when due any principal or interest hereunder;

(b) the Company shall fail to observe or perform any other covenant or agreement required to be observed or performed by the Company under this Note;

(c) the Company shall default in the payment of any other obligation for borrowed money, which default is not cured within any grace or cure period applicable thereto; or

(d) if the Company: (i) becomes bankrupt or generally fails to pay its debts as such debts become due; (ii) is adjudicated insolvent or bankrupt; (iii) admits in writing its inability to pay its debts; (iv) shall suffer a custodian, receiver or trustee appointed for it or substantially all of its property and if appointed without its consent, such custodian, receiver or trustee is not discharged within sixty (60) days; (v) makes an assignment for the benefit of creditors; or (vi) suffers proceedings under any law related to bankruptcy, insolvency, liquidation or the reorganization, readjustment or the release of debtors to be instituted against it, and if contested by it, not dismissed or stayed within sixty (60) days; or if proceedings under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors is instituted or commenced by the Company; or if any order for relief is entered relating to any of the foregoing proceedings; or if the Company shall call a meeting of its creditors with a view to arranging a composition or adjustment of its debts; or if the Company shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing.

If an Event of Default has occurred, then, in addition to all other remedies available to the Holder at law or in equity, (i) the Holder may, upon notice to the Company, immediately declare the principal amount of this Note, plus accrued interest, to be immediately due and payable, and revoke the license of Velocity (as defined in the Agreement) to the Company, and (ii) the obligations of the Holder pursuant to Sections 6 and 7 of the Agreement shall be of no further force or effect.

6. **Transfer; Successors and Assigns.** For a period of six (6) months from the date hereof, the Holder may not sell, assign or transfer this Note without the prior written consent of the Company; provided, however that no consent shall be required if such sale, assignment or transfer is in connection with a (a) sale of substantially all of the Holder's assets or outstanding equity, or (b) merger of the Holder. This Note may be transferred only in compliance with applicable federal and state securities laws and subject to the preceding sentence, only upon surrender of the original Note for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in a form satisfactory to the Company. Thereupon, a new note for like principal amount and interest will be issued to, and registered in the name of, the transferee. Interest and principal are payable only to the registered holder of the Note. The terms and conditions of this Note shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties.

7. **Governing Law.** This Note and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflicts of law.

8. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below or as subsequently modified by written notice.

9. **Amendments and Waivers.** Any term of this Note may be amended or waived with the written consent of the Company and the Holder. Any amendment or waiver effected in accordance with this Section 9 shall be binding upon the Company, the Holder and each transferee of this Note. No waivers of any term, condition or provision of this Note, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.



10. **Stockholders, Officers and Directors Not Liable.** In no event shall any stockholder, officer or director of the Company be liable for any amounts due or payable pursuant to this Note.

IN WITNESS WHEREOF, the Company has caused this Note to be issued as of the date first written above.

**COMPANY:**

YIPPY, INC.

By: /s/ Richard Granville

Richard Granville

Chief Executive Officer

Address: 17595 S. Tamiami Trail

Suite 300

Fort Myers, Florida 33908

**HOLDER:**

AGREED TO AND ACCEPTED

This 14th day of May, 2010

VIVISIMO, INC.

By: /s/ Jorgues Forgues

Jorge Forgues

Chief Financial Officer

Address: 1710 Murray Avenue

Pittsburgh, Pennsylvania 15217

## **EXHIBIT: F**

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

**YIPPY, INC.**

### **CONVERTIBLE PROMISSORY NOTE**

\$1,000,000.00

May 14, 2010

For value received, Yippy Inc., a Nevada corporation (the "Company"), promises to pay to Vivismo, Inc. (the "Holder") on the Maturity Date (as defined below), unless this Convertible Promissory Note (this "Note") is earlier converted pursuant to Section 3, the principal amount of One Million Dollars and No Cents (\$1,000,000.00), together with the interest calculated in accordance with Section 2 of this Note. This Note is issued pursuant to the terms of that certain PURCHASE AGREEMENT, dated as of May 14, 2010, by and between the Company and the Holder (the "Agreement"), and is subject to the following terms and conditions.

1. **Maturity.** Subject to Section 3 below, this Note will automatically mature and be due and payable on May 16, 2011 (the "Maturity Date"). Notwithstanding the foregoing, the entire unpaid principal sum of this Note, together with accrued and unpaid interest thereon, shall become immediately due and payable upon the insolvency of the Company, the commission of any act of bankruptcy by the Company, the execution by the Company of a general assignment for the benefit of creditors, the filing by or against the Company of a petition in bankruptcy or any petition for relief under the federal bankruptcy act or the continuation of such petition without dismissal for a period of 60 days or more, or the appointment of a receiver or trustee to take possession of the property or assets of the Company.

2. **Interest Rate.** From the date hereof until the Maturity Date, interest on the outstanding principal amount hereof shall accrue at an aggregate per annum rate of 4%, compounded annually, and shall be paid in cash, quarterly, in arrears, commencing on June 1, 2010 and on each September 1, December 1, March 1 and June 1 thereafter. At the option of the Company, the first quarterly interest payment due on June 1, 2010 may be deferred until September 1, 2010; provided that interest shall accrue on such first quarterly interest payment during such deferral period and shall be paid in cash on September 1, 2010. All interest hereunder shall be computed on the basis of a three hundred sixty (360)-day year and actual days elapsed. No payments of principal shall be due hereunder prior to the Maturity Date. Upon the occurrence and during the continuation of an Event of Default (as defined below), interest shall accrue on principal, past due interest and any other amount outstanding under this Note at the annual rate of ten percent (10%).

3. **Conversion.**

(a) **Optional.** The Holder may elect to convert the entire principal amount of and accrued interest on this Note into shares of the Company's common stock ("Shares") on the Maturity Date by delivering a Conversion Notice (defined below) to the Company not later than ten (10) days prior to the Maturity Date. The number of Shares to be issued upon such conversion shall be equal to the quotient obtained by dividing (i) the entire principal amount of this Note plus accrued interest by (ii) \$2.00 (the "Conversion Price"), which represents the average closing price of the Shares over the ten trading days prior to the date of this Note.

(b) **Adjustment of Conversion Price.**

(i) If the outstanding Shares shall be subdivided into a greater number of Shares or a dividend in Shares shall be paid in respect of the Shares, the Conversion Price shall simultaneously with the effectiveness of such subdivision or immediately after the record date of such dividend be proportionately reduced. If the outstanding Shares shall be combined into a smaller number of Shares, the Conversion Price shall simultaneously with the effectiveness of such combination, be proportionately increased.

(ii) If any capital reorganization or reclassification of the capital stock of the Company, or consolidation or merger of the Company with another corporation, or the sale of all or substantially all of its assets to another corporation shall be effected in such a way that holders of Shares shall be entitled to receive stock, securities, cash or other property with respect to or in exchange for Shares, then, as a condition of such reorganization, reclassification, consolidation, merger or sale, lawful and adequate provision shall be made whereby the Holder shall have the right to acquire and receive upon conversion of this Note such shares of stock, securities, cash or other property of the successor corporation that the Holder would have been entitled to receive in such reorganization, reclassification, consolidation, merger or sale if this Note had been converted immediately before such reorganization, reclassification, consolidation, merger or sale. The foregoing provisions shall similarly apply to successive reorganizations, reclassifications, consolidations, mergers or sales and to the stock or securities of any other corporation that are at the time receivable upon conversion of this Note. In all events, appropriate adjustments shall be made in the application of the provisions of this Note with respect to the rights and interests of the Holder after the transaction, to the end that the provisions of this Note shall be applicable after that event, as near as reasonably may be, in relation to any shares or other property deliverable after that event upon conversion of this Note.

(c) **Mechanics and Effect of Conversion.** No fractional shares of the Company's capital stock will be issued upon conversion of this Note. In lieu of any fractional share to which the Holder would otherwise be entitled, the Company will pay to the Holder in cash the amount of the unconverted principal and interest balance of this Note that would otherwise be converted into such fractional share. If the Holder elects to convert this Note on the Maturity Date, the Holder shall deliver a notice (the "Conversion Notice") to the Company not later than ten (10) days prior to the Maturity Date. If the Holder has delivered a Conversion Notice to the Company, then on the Maturity Date, the Company will issue and deliver to the Holder, a certificate or certificates for the number of shares to which the Holder is entitled upon such conversion, together with any other securities and property to which the Holder is entitled upon such conversion under the terms of this Note, including a check payable to the Holder for any cash amounts payable as described herein against surrender of this Note by the Holder. Upon conversion of this Note, the

Company will be forever released from all of its obligations and liabilities under this Note with regard to that portion of the principal amount and accrued interest that is converted including without limitation the obligation to pay such portion of the principal amount and accrued interest.

4. **Payment: Prepayment.** All payments shall be made in lawful money of the United States of America at such place as the Holder may from time to time designate in writing to the Company. All payments will be applied first to collection fees and costs due hereunder; then to late charges, if any, due hereunder; then to accrued and unpaid interest; and then to the principal amount. This Note may not be prepaid by the Company without the consent of the Holder.

5. **Events of Default.** Each of the following events shall be an “Event of Default” hereunder:

(a) the Company shall fail to pay as and when due any principal or interest hereunder;

(b) the Company shall fail to observe or perform any other covenant or agreement required to be observed or performed by the Company under this Note, including without limitation, the obligation to deliver the Shares upon conversion of this Note;

(c) the Company shall default in the payment of any other obligation for borrowed money, which default is not cured within any grace or cure period applicable thereto; or

(d) if the Company: (i) becomes bankrupt or generally fails to pay its debts as such debts become due; (ii) is adjudicated insolvent or bankrupt; (iii) admits in writing its inability to pay its debts; (iv) shall suffer a custodian, receiver or trustee appointed for it or substantially all of its property and if appointed without its consent, such custodian, receiver or trustee is not discharged within sixty (60) days; (v) makes an assignment for the benefit of creditors; or (vi) suffers proceedings under any law related to bankruptcy, insolvency, liquidation or the reorganization, readjustment or the release of debtors to be instituted against it, and if contested by it, not dismissed or stayed within sixty (60) days; or if proceedings under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors is instituted or commenced by the Company; or if any order for relief is entered relating to any of the foregoing proceedings; or if the Company shall call a meeting of its creditors with a view to arranging a composition or adjustment of its debts; or if the Company shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing.

If an Event of Default has occurred, then, in addition to all other remedies available to the Holder at law or in equity, (i) the Holder may, upon notice to the Company, immediately declare the principal amount of this Note, plus accrued interest, to be immediately due and payable, and revoke the license of Velocity (as defined in the Agreement) to the Company, and (ii) the obligations of the Holder pursuant to Sections 6 and 7 of the Agreement shall be of no further force or effect.

6. **Transfer: Successors and Assigns.** For a period of six (6) months from the date hereof, the Holder may not sell, assign or transfer this Note without the prior written consent of the Company; provided, however that no consent shall be required if such sale, assignment or transfer is

in connection with a (a) sale of substantially all of the Holder's assets or outstanding equity, or (b) merger of the Holder. This Note may be transferred only in compliance with applicable federal and state securities laws and subject to the preceding sentence, only upon surrender of the original Note for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in a form satisfactory to the Company. Thereupon, a new note for like principal amount and interest will be issued to, and registered in the name of, the transferee. Interest and principal are payable only to the registered holder of the Note. The terms and conditions of this Note shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties.

7. **Governing Law.** This Note and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflicts of law.

8. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below or as subsequently modified by written notice.

9. **Amendments and Waivers.** Any term of this Note may be amended or waived with the written consent of the Company and the Holder. Any amendment or waiver effected in accordance with this Section 9 shall be binding upon the Company, the Holder and each transferee of this Note. No waivers of any term, condition or provision of this Note, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

10. **Stockholders, Officers and Directors Not Liable.** In no event shall any stockholder, officer or director of the Company be liable for any amounts due or payable pursuant to this Note.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Company has caused this Note to be issued as of the date first written above.

**COMPANY:**

YIPPY, INC.

By: /s/ Richard Granville  
Richard Granville  
Chief Executive Officer

**HOLDER:**

AGREED TO AND ACCEPTED

this 14th day of May, 2010

VIVISIMO, INC.

By: /s/ Jorge Forgues  
Jorge Forgues  
Chief Financial Officer

Address: 1710 Murray Avenue  
Pittsburgh, Pennsylvania 15217

# **EXHIBIT: G**



## **VIVISIMO, INC. SOFTWARE LICENSE AGREEMENT**

This Software License Agreement ("**Agreement**") is entered into as of May 14, 2010 ("**Effective Date**") between Vivísimo, Inc., 1710 Murray Ave., Suite 300, Pittsburgh, PA 15217 ("**Vivísimo**") and Yippy Inc., formerly known as Cinnabar Ventures, Inc., having an office at 17595 S. Tamiami Trail, Ft. Myers, FL 33908 ("**Licensee**").

### **RECITAL**

Vivísimo develops and licenses Vivísimo Products. Vivísimo and Licensee desire that subject to the terms and conditions of this Agreement and the Schedule, Vivísimo grants Licensee a non-exclusive worldwide license to use the Vivísimo Products as set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Vivísimo and Licensee agree as follows:

**1. DEFINITIONS.** Defined terms used in this Agreement shall have the meanings set forth below:

**"Application"** shall mean a discrete offering made available on one or more Licensee public-facing web sites to which a user must register or subscribe, or which is marketed as unique offering by Licensee, and has its own unique search box. For Licensee internal use, an Application is an internal-facing web site for a defined audience and specific utility with its own unique search box. A bundle of several applications is not an Application.

**"Confidential Information"** shall mean confidential or other proprietary information that is disclosed by either party to the other under this Agreement, including without limitation, the Vivísimo Products, software designs and code, product specifications and documentation, product plans, and other confidential business information, including, without limitation, the terms of this Agreement. Confidential Information shall not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the receiving party; or (ii) is disclosed by the receiving party with the prior written approval of the disclosing party.

**"Connector"** shall mean that portion of the Vivísimo Products that affects a software linkage between the Vivísimo Products and a Source.

**"Document"** shall mean a unique file, regardless of type of file, including HTML files, Windows documents, PDF files, images, database row, etc. available for the Vivísimo Products to crawl, search and/or access.

**"Documentation"** shall mean written technical materials directly relating to use of the Vivísimo Products generally made available by Vivísimo to licensees of the Vivísimo Products.

**"External Sources"** means information from any source other than the Internal Sources, including information from licensed or subscription-based licensed (e.g. OVID, Dialog, RSS aggregator databases) sources and non-licensed (e.g. Yahoo, MSN, CNN) sources.

**"Federated Source"** means a data source with an associated interface supporting remote data requests and containing data generated and maintained within the source itself. Examples of federated sources include: databases, web applications, web services, search indexes. User requests to search federated sources are fulfilled in real-time via direct queries to the source. Sources can be Internet-based sources (e.g., Google, Bing), fee-based sources (Lexis-Nexis, JSTOR), or any Internal Source (web service, database, web application). Federated sources may be accessed via several protocols, including HTTP(s) and Z39.50.

**"Group(s)"** means those groups set forth on the applicable Schedule.

**"Intellectual Property Rights"** shall mean all forms of intellectual property rights and protections that may be obtained for, or may pertain to, the Vivísimo Products, Confidential Information and Documentation, including without limitation, all right, title and interest arising under U.S. common and statutory law and the laws of other countries to all: (i) patents and all filed, pending or potential applications for patents, including any reissue, reexamination, division, continuation or continuation-in-part applications throughout the world now or hereafter filed; (ii) trade secret rights and equivalent rights; (iii) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work; and (iv) Marks.







**"Internal Sources"** means information from Licensee's intranet, proprietary data, internal databases and file servers.

**"Maintenance Services"** shall mean the standard support services provided by Vivísimo to its licensees in effect at the time such services are rendered. A current description of Maintenance Services is set forth in Exhibit A.

**"Marks"** shall mean all proprietary indicia, trademarks, trade names, symbols, logos and/or brand names adopted from time to time to identify Vivísimo or its products or services.

**"Material Defect"** shall mean any reported malfunction, error or other defect in the Vivísimo Products that: (i) can be reproduced by Vivísimo and Licensee; and (ii) constitutes a substantial nonconformity with the Specifications for the Vivísimo Products.

**"Query"** shall mean each search request sent to one or more Sources in response to an end user's manually-input search query originating from the web site.

**"Results"** shall mean the data returned in response to a Query.

**"Schedules"** shall mean the schedules to this Agreement, which reference the Agreement and are incorporated therein. There may be more than one Schedule to this Agreement.

**"Source Code"** shall mean program code expressed in a form suitable for modification by humans.

**"Sources"** shall mean Internal Sources and External Sources.

**"Specifications"** shall mean that portion of the Documentation, which sets forth the technical specifications applicable to the Vivísimo Products that are in effect as of the applicable Schedule Effective Date. During the Term, when Vivísimo substantially amends the Specifications, Vivísimo shall inform Licensee of the revised Specifications.

**"Supported System"** shall mean the particular hardware and software required to operate the Vivísimo Products indicated in the Specifications, and set forth in the Schedule.

**"Update"** shall mean a commercially available revision of the Vivísimo Products, which Vivísimo generally distributes without additional license fees to its compliant subscribers of Maintenance Services, including bug fixes and corrections provided by Vivísimo for the Vivísimo Products. The inclusion of new functionality, modules or products within an Update is within the sole discretion of Vivísimo.

**"URLs"** shall mean those urls set forth in the applicable Schedule. URLs may be internal access only, or external access.

**"Users"** shall mean those individuals that have the right to access the output resulting from use of the Vivísimo Products.

**"Vivísimo Product(s)"** shall mean collectively, all or any portions of the generally commercially-available version of the binary computer software programs and related object code developed or licensed by Vivísimo and listed in the applicable Schedule as being licensed to Licensee, including any Updates made and delivered by Vivísimo. The Vivísimo Products do not include Source Code.

**"Vivísimo Website"** shall mean the website located at uniform resource locator <http://www.vivisimo.com>, or successor website.

## 2. LICENSE GRANT

**2.1 License Rights.** Subject to the terms of this Agreement, Vivísimo hereby grants to Licensee a non-exclusive, worldwide, non-transferable, license (i) to use the Vivísimo Products on the Supported System to provide clustering, search, or meta-search capabilities solely for access by the Groups up to the licensed number of Users as set forth in the applicable Schedule; (ii) to use the Vivísimo Products in conjunction with search engines or databases to provide clustering capabilities on the URLs; and (iii) to use the Documentation on an internal basis to support the use of the Vivísimo Products. Licensee shall provide and maintain a Supported System for the Vivísimo Products that meets the minimum requirements set forth in the applicable Schedule and the Documentation. In the event that the system provided by Licensee does not meet such minimum requirements, Licensee shall be fully responsible for correcting all

deficiencies. All rights not expressly granted pursuant to this Agreement are reserved by Vivísimo. The foregoing license grant is revocable only in the event (i) of a material breach of the terms and conditions of this Agreement or (ii) that Licensee is in default of any of its obligations under either Note 1 or Note 2 referenced in the Schedule.

**2.2 Restrictions.** Licensee shall not: (i) sell, lease, assign, sublicense or otherwise transfer or disclose the Vivísimo Products or Documentation in whole or in part, to any third party, or allow any third party to download the Vivísimo Product; or (ii) host searching and/or result clustering services, or offer ASP services, which utilize the Vivísimo Products for any third party, except as explicitly set forth in the applicable Schedule. The license set forth in this Agreement shall not extend to any custom software requested by Licensee, which shall be subject to a separate agreement between Vivísimo and Licensee. No right or license is granted by this Agreement to Licensee to use, possess or to make any modifications or derivative works to the Vivísimo Products or Documentation, provided however, Licensee shall have the right to configure the Vivísimo Products to make Connectors subject to the terms of this Agreement. Licensee shall not copy the Vivísimo Products or Documentation in whole or in part, except as reasonably necessary for archival back-up purposes and for training or testing purposes. All copies of the Vivísimo Products and Documentation must contain all proprietary marks, legends and copyright notices that appear on the original copies delivered to Licensee by Vivísimo. All rights not expressly granted pursuant to this Agreement are reserved by Vivísimo.

**3. DELIVERY.** Following execution of this Agreement and payment of any applicable fees, Vivísimo shall enable access to the Vivísimo Products and Documentation to Licensee. In the event the Agreement requires a physical copy of the Vivísimo Products to be shipped, Licensee assumes the sole risk of loss or destruction of the Vivísimo Products and Documentation in shipment. All freight, insurance, and other shipping expenses, as well as any special packing expense, shall be paid by Licensee.

#### **4. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY**

**4.1 Intellectual Property Rights.** Licensee hereby recognizes that Vivísimo (or its third-party providers as applicable) owns and retains all Intellectual Property Rights in all portions of software code it provides or develops, including without limitation, the Vivísimo Products, and Documentation, Confidential Information, any services Vivísimo provides and the results thereto, and any copies thereof and any corrections, modifications and other derivative works thereto. Licensee hereby assigns to Vivísimo all Intellectual Property Rights it may now or hereafter possess in the Vivísimo Products, Documentation and Confidential Information, and all derivative works thereof and agrees (i) to execute all documents, and take all actions, that may be necessary to confirm such rights, and (ii) to retain all proprietary marks, legends and patent and copyright notices that appear on Vivísimo Products, Documentation and Confidential Information delivered to Licensee by Vivísimo and all whole or partial copies thereof. No modification, however extensive, shall diminish Vivísimo's title or interest in its intellectual property rights, including, without limitation, the Vivísimo Products and Documentation. Vivísimo represents that the Vivísimo Products and Documentation contains valuable proprietary information.

##### **4.2 Confidentiality.**

**4.2.1 Vivísimo Confidentiality.** Licensee shall protect Vivísimo's Confidential Information with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Licensee utilizes for its own confidential information that it does not wish disclosed to the public. Licensee may provide access to and use of Vivísimo's Confidential Information only to those third parties that: (i) provide services to Licensee concerning Licensee's use of Vivísimo Products; (ii) have a need to use and access Vivísimo's Confidential Information; and (iii) have agreed to substantially similar non-disclosure obligations imposed by Licensee as those contained herein. Notwithstanding anything to the contrary, in no event is such third party entitled to disclose Vivísimo's Confidential Information, and any such disclosure shall be considered a breach by Licensee of this Agreement.

**4.2.2 Licensee Confidentiality.** Vivísimo shall protect Licensee's Confidential Information with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Vivísimo utilizes for its own confidential information that it does not wish disclosed to the public.

**4.3 No Reverse Engineering.** Licensee shall not reverse engineer, reverse assemble, decompile, or otherwise attempt to derive Source Code for the Vivísimo Products, except to the extent required by applicable law, and no rights with respect to Vivísimo Products Source Code are granted to Licensee.

**4.4 Terms of Agreement.** Both parties agree that each shall have the right to disclose the existence of this Agreement but not any of the terms and conditions of this Agreement unless such disclosure is (i) approved in writing by both parties prior to such disclosure, (ii) pursuant to, and to the extent required by, any judicial or governmental order, provided the disclosing party shall promptly give the other party notice, or (iii) made to enforce or defend a party's rights and obligations under this Agreement.

## 5. FEES

**5.1 Fees.** In consideration of the licenses granted and services provided hereunder, Licensee shall pay to Vivísimo all fees specified in the Schedule in US Dollars. All fees are non-cancelable and non-refundable.

**5.2 Taxes.** The fees due pursuant to this Agreement do not include any foreign, federal, state or local sales, use or other similar taxes or duties, however designated. Licensee shall pay, or reimburse Vivísimo for, all such taxes or duties imposed on Licensee or Vivísimo, provided, however, that Licensee shall not be liable for any taxes based on Vivísimo's net income.

**5.3 Payment.** All fees, freight, taxes or other amounts payable by Licensee under this Agreement shall be paid within thirty (30) days of the date of invoice from Vivísimo, except as may be otherwise specifically set forth in this Agreement. Any amount payable by Licensee under this Agreement which is not paid when due will bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum allowable rate, whichever is less. Licensee shall pay all of Vivísimo's costs and expenses (including reasonable attorney's fees) to enforce Vivísimo's rights under this Section.

## 6. LIMITED WARRANTY

**6.1 Material Defects.** Vivísimo warrants that the Vivísimo Products, when run on a Supported System, will be free from Material Defects for a period of ninety (90) days from the applicable Schedule Effective Date ("**Warranty Period**"). Vivísimo's sole responsibility under this warranty shall be, at Vivísimo's option, to either (i) repair or replace the Vivísimo Products; or (ii) that in the event Vivísimo determines that repair or replacement is not practical, credit Licensee the amounts paid by Licensee for the Vivísimo Products upon receipt of such Vivísimo Products from Licensee, and the execution of an amendment by Licensee pursuant to which the license(s) for the Vivísimo Products for which Licensee is receiving a refund is terminated. The foregoing states Licensee's sole and exclusive remedy for a breach of the warranty set forth in this Section 6.1. If Vivísimo determines that the original Vivísimo Products did not contain a Material Defect, Licensee shall pay Vivísimo all costs of handling, transportation, and repairs at Vivísimo's prevailing rates. Vivísimo does not warrant that the Vivísimo Products are error-free.

**6.2 Limitations.** The foregoing limited warranty applies only to Licensee. Vivísimo shall provide warranty service only for the most current version of the Vivísimo Products. Vivísimo shall have no obligation to provide warranty services if the Material Defect in the Vivísimo Products is caused by hardware, the Internet, or non-Vivísimo Products software, by modification of the Vivísimo Products not made by Vivísimo, by operator error, or by use of the Vivísimo Products that is not in accordance with the Specifications for the Vivísimo Products and in compliance with the terms of this Agreement, or if Licensee did not provide notice of such warranty claim within the Warranty Period.

**6.3 Disclaimer.** EXCEPT FOR THE WARRANTIES SPECIFICALLY STATED IN THIS SECTION ENTITLED "LIMITED WARRANTY", VIVÍSIMO MAKES NO WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, VIVÍSIMO EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

## 7. SERVICES

### 7.1 Maintenance Services.

**7.1.1 General.** Vivísimo shall provide Licensee, and Licensee shall pay for, the Maintenance Services ordered pursuant to the applicable Schedule for the Maintenance Term set forth in such Schedule. Thereafter, in the event the license term set forth in the applicable Schedule is perpetual, Maintenance Services shall automatically be renewed for successive Support Years unless either party gives written notice to the other party of its intention not to renew the Maintenance Services at least sixty (60) days prior to the end of the then current Support Year. In the event Licensee elects not to renew Maintenance Services pursuant to the terms contained herein, and subsequently requests Maintenance Services, Vivísimo shall reinstate Support Services only after Licensee: (i)



executes a new Schedule providing for the purchase of Maintenance Services by Licensee for a period of at least one (1) year; and (ii) pays the additional fee(s) set forth in the table below (each such fee, a "**Lapsed Maintenance Fee**").

<b>Period of Time Since Lapse of Maintenance Services</b>	<b>Lapsed Maintenance Fee</b>
90 days or less	25% of then-current annual fee for Maintenance Services
91 days to 180 days	50% of then-current annual fee for Maintenance Services
181 days to 270 days	75% of then-current annual fee for Maintenance Services
271 days to 365 days	100% of then-current annual fee for Maintenance Services
Over 365 days to 2 years	200% of then-current annual fee for Maintenance Services
Over 2 years to 3 years	300% of then-current annual fee for Maintenance Services
Over 3 years	400% of then-current annual fee for Maintenance Services

The term of all such reinstated Maintenance Services shall commence on the date that Licensee satisfies (i) and (ii) above. In the event that Licensee subsequently elects not to renew any reinstated Maintenance Services, Licensee shall only be entitled to additional reinstatements in accordance with this Section 7.1.1.

**7.1.2 Licensee Obligations.** Licensee shall provide to Vivísimo access to the Vivísimo Products and Licensee's equipment and employees, and shall otherwise cooperate with Vivísimo as reasonably necessary for Vivísimo to provide such Maintenance Services. Licensee shall promptly install all Updates provided by Vivísimo as part of the Maintenance Services.

**7.1.3 Limitations.** The Maintenance Services shall be provided only to those Licensee employees who have been identified in writing by Licensee to Vivísimo.

**7.2 Other Services.** Vivísimo shall provide Licensee, and Licensee shall pay for, any other services ordered on the applicable Schedule. Unless explicitly set forth in the applicable Schedule, Vivísimo shall have no duty or obligation to install the Vivísimo Products, and Licensee shall be responsible for installation of the Vivísimo Products on a Supported System at Licensee's site. Additional services that are not identified on a Schedule may be purchased from Vivísimo at Vivísimo's then current standard rates.

## **8. ADDITIONAL OBLIGATIONS OF LICENSEE.**

**8.1 Attribution.** Licensee shall prominently display a hyperlink above the fold on each screen displaying a clustered result, which utilizes the Vivísimo Product, or any portion thereof. The link shall function so that any user who clicks on the link shall be sent to Vivísimo's Web site at the URL: [www.vivisimo.com](http://www.vivisimo.com). The link shall be in the form of the GIF image attached hereto as Exhibit B or a mutually agreed upon in writing substitute image, provided that the Mark displayed in the GIF image may be modified by Vivísimo in its sole discretion from time-to-time. Licensee shall use the appropriate trademark symbol or designation (i.e., <sup>TM</sup> or ©) as requested by Vivísimo, and shall footnote Vivísimo's ownership of the Marks wherever they are first mentioned in any printed materials and on any screen, or in any manner as Vivísimo may reasonably designate from time to time to Licensee. Except as explicitly permitted herein, Licensee shall not use Marks or any reproduction thereof in any advertising, promotional or display material, or in any

other manner (including in connection with the Vivisimo Products) without Vivisimo's prior written approval. In addition, Vivisimo shall have the right at all times to control the character and quality of the Marks and the Vivisimo Products in any manner as Vivisimo may reasonably designate from time to time to Licensee. Except as set forth in this Section entitled "Attribution", nothing contained in this Agreement shall grant to Licensee any right, title or interest in Vivisimo's Marks.

**8.2. Press Release.** Within ten (10) days of the Effective Date of this Agreement, Vivisimo and Licensee shall issue a joint press release regarding the relationship of the parties relative to this Agreement, subject to content reasonably agreeable to both parties.

**8.3 Joint Activities.** Vivisimo and Licensee will participate in other mutually approved joint publicity activities subject to the mutual agreement of both parties, such as press conferences and analyst briefings.

**8.4 Products Administrator.** Licensee will assign an administrator of the Vivisimo Products who has at least junior technical skills in: (a) web server software installation and maintenance; (b) XSL / XML; (c) Hyper Text Transfer Protocol (HTTP); (d) Hyper Text Markup Language (HTML); and (e) search engines (crawling, robots, etc.).

## 9. PATENT AND COPYRIGHT INDEMNITY

**9.1 Indemnification.** Vivisimo will: (i) defend, at its expense, any action brought against Licensee to the extent that it is based on a third party claim filed in a court of competent jurisdiction alleging that the use of the Vivisimo Products infringes any United States patent or copyright, and (ii) indemnify Licensee from any costs, damages and fees finally awarded against Licensee in such action which are attributable to such claim; provided that Licensee notifies Vivisimo promptly in writing of any claim, permits Vivisimo to defend, compromise or settle the claim and provides all available information and reasonable assistance regarding such claim.

**9.2 Remedies.** Should any Vivisimo Products become, or, in Vivisimo's opinion, be likely to become, the subject of a claim for infringement of a copyright or United States patent, Vivisimo may (i) procure for Licensee, at no cost to Licensee, the right to continue to use the Vivisimo Products, (ii) replace or modify the Vivisimo Products at no cost to Licensee, to make such Vivisimo Products non-infringing, provided that the replacement or modified Vivisimo Products provides substantially similar function and performance; or (iii) if Vivisimo determines that neither (i) or (ii) are practical, terminate the license to use such Vivisimo Products, and upon receipt of the Vivisimo Products from Licensee, and grant Licensee credit thereon as depreciated on a straight-line basis over the lesser of (a) the number of years of the term of the license as set forth in the applicable Schedule; or (b) three (3) years.

**9.3 Limitation of Liability.** Vivisimo shall have no liability for any claim based upon: (i) the combination, operation or use of any Vivisimo Products with equipment, devices or software not supplied by Vivisimo including without limitation any modules, code, or transmissions; (ii) the alteration, modification, or enhancement of any Vivisimo Products that was not made by Vivisimo; (iii) the failure by Licensee to use the most current version of the Vivisimo Products; (iv) the failure by Licensee to maintain a Supported System; and (v) unauthorized use of the Vivisimo Products, or use of the Vivisimo Products that is not within the scope of the license and other terms of this Agreement.

**9.4 Entire Liability.** This Section entitled "Patent and Copyright Indemnity" states the entire liability of Vivisimo with respect to infringement of any intellectual property rights by the Vivisimo Products and Vivisimo shall have no additional liability with respect to any alleged or proven infringement.



**10. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY: (I) VIVISIMO'S LIABILITY ARISING OUT OF THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO THE LICENSE FEES PAID BY LICENSEE FOR THE VIVISIMO PRODUCTS; AND (II) IN NO EVENT SHALL VIVISIMO BE LIABLE TO LICENSEE OR ANY OTHER ENTITY FOR LOSS OR INACCURACY OF DATA, LOSS OF USE OF SYSTEMS, THE COST OF REPLACEMENT SOFTWARE OR SYSTEMS, LOSS OF PROFITS OR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT VIVISIMO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY RISK SET FORTH IN THIS SECTION.

## 11. TERM AND TERMINATION

**11.1 Term.** Subject to the terms of this Agreement, the term of this Agreement shall be as set forth in the applicable Schedule.

**11.2 Termination for Cause.** In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement by giving thirty (30) days' prior written notice to the other Party; provided, however, that this Agreement shall not terminate if the other Party has cured the breach prior to the expiration of such thirty (30) day period.

**11.3 Termination for Insolvency.** Vivísimo may terminate this Agreement, without notice, (i) upon the institution by or against Licensee of insolvency, receivership or bankruptcy proceedings, (ii) upon Licensee's making an assignment for the benefit of creditors, or (iii) upon Licensee's dissolution or ceasing to do business.

**11.4 Return of Materials.** Upon termination of this Agreement for any reason, Licensee shall return to Vivísimo all copies of the Vivísimo Products, Confidential Information, Documentation and all other tangible materials related to the Vivísimo Products.

**11.5 Effect of Termination.** Upon termination or expiration of this Agreement: (i) all fees owed shall become payable on the effective date of the termination, regardless of any later due date that may be set forth on an invoice; and (ii) all license rights granted hereunder shall automatically and immediately cease. Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy. The provisions of the Sections entitled the following shall survive termination or expiration of this Agreement: "Definitions"; "Intellectual Property Rights and Confidentiality"; "Fees"; "Term and Termination"; "Limitation of Liability"; and "General Provisions".

## 12 GENERAL PROVISIONS

**12.1 Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without reference to its conflicts of law principles, and without regard to the provisions of any state Uniform Computer Information Transactions Act or similar federal or state laws or regulations. The U.S. District Court for the Western District of Pennsylvania and the state courts located within Allegheny County, Pennsylvania, shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

**12.2 Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein. This Agreement replaces and supersedes any prior verbal or written understandings, communications, and representations between the parties. No purchase order or other ordering document that purports to modify or supplement the printed text of this Agreement shall add to or vary the terms of this Agreement. This Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties.

**12.3 Notices.** All notices hereunder shall be in writing and shall be deemed effective when delivered by hand or by facsimile transmission, or upon receipt when mailed by registered or certified mail (return receipt requested), postage prepaid, or via overnight delivery to the parties at the addresses first listed above (or at such other address for a party as shall be specified by like notice). Notices to Vivísimo shall be addressed to Vivísimo Legal.

**12.4 Force Majeure.** Except for the obligation to make payments, nonperformance of either party shall be excused to the extent the performance is rendered impossible by strike, fire, flood, governmental acts or orders or



restrictions, acts of terror, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the non-performing party.

**12.5 Assignability and Binding Effect.** Licensee shall not assign this Agreement in whole or part, or sublicense the Vivísimo Products, without Vivísimo's prior written consent and any prohibited assignment or sublicense shall be null and void. For purposes of this Agreement, any assignment or transfer of this Agreement by sale of all or substantially all of Licensee's assets, merger or otherwise by operation of law, shall not constitute an assignment of this Agreement by Licensee for purposes of this Section.

**12.6 Export.** Licensee will not export or transmit the Vivísimo Products, directly or indirectly, to any country or person, or for any purpose, or in any manner that would violate applicable laws and regulations as shall from time to time govern the license and delivery of technology, including, without limitation, the Export Administration Act of 1979, as amended, and any export regulations issued thereunder.

**12.7 Governmental Rights.** The Vivísimo Product(s) is a "commercial item" if acquired under agreement with the U.S. Government or any contractor therewith in accordance with 48 CFR 12.212 of the FAR and, if acquired for Department of Defense ("DoD") units, 48 CFR 227-7202 of the DoD FAR Supplement, or any succeeding similar regulations.

**12.8 Severability.** If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision. The parties agree to amend the Agreement so that the original intent is maintained as much as possible.

**12.9 Waiver.** The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

**12.10 Language.** The parties have agreed for this Agreement to be written in and interpreted in English only.



IN WITNESS WHEREOF Vivísimo and Licensee have entered into this Agreement as of the Effective Date set forth above.

ACCEPTED BY:

**YIPPY, INC.**

*/s/ Richard Granville*

\_\_\_\_\_  
Authorized Signature

Richard Granville

\_\_\_\_\_  
Printed Name and Title

ACCEPTED BY:

**VIVISIMO, INC.**

*/s/ Jorgues Forgues*

\_\_\_\_\_  
Authorized Signature

Richard Granville

\_\_\_\_\_  
Printed Name and Title

**Exhibit - H**



## DEBT CONVERSION AGREEMENT

This Debt Conversion Agreement (this "Agreement") is made as of October 14, 2011, by and between Yippy, Inc., a Nevada corporation (the "Company") and Vivisimo, Inc. (the "Creditor").

### WITNESSETH:

**WHEREAS**, the Company has issued two convertible promissory notes (the "Notes") in favor of the Creditor in the aggregate principal amount of \$5,000,000; and

**WHEREAS**, the Notes have a conversion feature at a conversion price equal to \$2.00 per share;

**WHEREAS**, the Creditor desires to and the Company has agreed to convert the principal balance of the Notes into an aggregate of 2,500,000 shares of the Company's restricted common stock, par value \$0.001 per share, on the terms and conditions as set forth herein.

**NOW, THEREFORE**, the parties agree as follows:

1. *Conversion and Cancellation of the Note.* Effective automatically upon the execution and delivery of this Agreement by all the parties (the "Closing"), the Notes shall be cancelled and converted into an aggregate of 2,500,000 newly issued and outstanding restricted shares of the Company's common stock (the "Shares").
2. *The Closing.* The Closing shall take place on September 28, 2011. At the Closing, the following actions shall take place simultaneously:
  - (i) The Creditor shall deliver the original Notes to the Company for cancellation; and
  - (ii) The Creditor shall issue Company extension to non-compete until May 31, 2013; and
  - (iii) The Creditor to reduce maintenance fees for the Company to the amount of \$485,000 (Four Hundred Eighty Five Thousand Dollars) per calendar year, beginning January 1, 2012 and payable by January 31<sup>st</sup> of each year
  - (iv) The Company shall deliver to Vivisimo certificates representing 2,500,000 shares of the Company's common stock; and
  - (v) The Company shall issue to the Creditor a convertible 60 day note in the principal amount of \$50,000, such total representing the unpaid Company

obligations owed to the Creditor for services in the execution of original agreements; and

- (vi) The Company will issue an additional 125,000 ( One Hundred and Twenty Five Thousand) shares of Yippy common stock, which represents Creditor's share of the stock dividend declared by the Company on June 10, 2011.

3. *Representations and Warranties of the Company.* The Company represents and warrants to the Creditor that the Company has all requisite corporate power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Company. The Company has duly executed and delivered this Agreement and, assuming due authorization, execution and delivery of this Agreement by the Creditor, this Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy laws or other laws affecting creditors' rights generally and by general principles of equity. Neither the execution, delivery and performance of this Agreement, nor the performance of the transactions contemplated hereby, including without limitation the issuance of the Shares will: (i) constitute a breach or violation of the Company's constituent documents; (ii) conflict with or constitute (with or without the passage of time or the giving of notice) a breach of, or default under any material agreement, instrument or obligation to which the Company is a party or by which its assets are bound; or (iii) violate any court order, judgment, administrative or judicial order, writ, decree, stipulation, arbitration award or injunction or statute, law, ordinance, rule and regulation applicable to the Company.

4. *Representations and Warranties of the Creditor.* The Creditor represents and warrants to the Company that:

4.1 *Authority.* The Creditor has all the power and requisite authority to execute and deliver this Agreement and consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Creditor. The Creditor has duly executed and delivered this Agreement and, assuming due authorization, execution and delivery of this Agreement by the Company, this Agreement constitutes a legal, valid and binding obligation of the Creditor, enforceable against the Creditor in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy laws or other laws affecting creditor's rights generally and by general principles of equity.

4.2 *No Prior Transfer.* The Creditor has not previously transferred any interest in the Notes or incurred any obligation to do so.

4.3 *Investment.* The Creditor is acquiring the Shares pursuant to this Agreement solely for investment purposes, for the Creditor's own account and not with a view to resale or distribution. The Creditor understands that (i) the Company's common stock is not registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws, (ii) the Company is under no obligation to register the Shares, and (iii) the Shares cannot be transferred, resold or otherwise disposed of by the Creditor without such registration unless the Company receives an opinion of counsel, reasonably acceptable to the Company, stating that such transfer, resale or other disposition is exempt from such registration requirements, or other evidence satisfactory to the Company that demonstrates the applicability of such exemption.

4.4 *Investment Qualifications.* The Creditor has such knowledge and experience in financial and business matters and familiarity with the Company as to be capable of evaluating the merits and risks of converting the Notes into the Shares. The Creditor is an "accredited investor," as defined in Regulation D promulgated by the U.S. Securities and Exchange Commission under the Securities Act.

5. *Survival.* The representations and warranties in Sections 3 and 4 shall survive the Closing and continue in full force and effect thereafter.

6. *Post-Closing Cooperation.* From and after the Closing, the parties shall cooperate with each other and take such actions as may be reasonably requested and are consistent with the provisions of this Agreement to obtain for the requesting party the benefits of the transactions contemplated hereby.

7. *Miscellaneous.*

7.1 *Amendment.* This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.

7.2 *Successors and Assigns.* This Agreement may not be assigned or transferred by any party without the prior written consent of the other parties. Subject to the foregoing restriction on transfer or assignment, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

7.3 *Governing Law; Jurisdiction.* This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflict of law principles. Any litigation arising out of or related to this Agreement shall be instituted and prosecuted only in the appropriate state or federal court situated in New York County, New York.

7.4 *Interpretation.* The captions of the sections of this Agreement are for convenience and reference only, and shall not be held to explain, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

7.5 *Expenses.* Each party will bear its own costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby.

7.6 *Counterparts; Facsimile Signatures.* This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which together shall be considered one and the same agreement. Facsimile copies of the signature page hereof shall be deemed originals and shall be binding for all purposes.

*[-Signature Page Follows-]*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first stated above.

**THE COMPANY:**

**YIPPY, INC.**

By: /s/ Richard Granville

Name: Richard Granville

Title: Chief Executive Officer

**THE CREDITOR:**

**VIVISIMO, INC.**

By: /s/ Jorge Forgues

Name: Jorge Forgues

Title: Chief Financial Officer

October 17, 2011

Richard Greenville

President

Yippy, Inc.

17595 S. Tamiami Trail

Ft. Myers, FL 33908

Dear Richard,

I reference (i) the Purchase Agreement by and between Vivisimo, Inc. ("Vivisimo"), as Seller, and Yippy Inc. ("Yippy"), as Purchaser, dated as of May 17, 2010 (the "Purchase Agreement"), (ii) the Debt Conversion Agreement of even date herewith between Vivisimo and Yippy, and (iii) the Promissory Note of even date herewith issued by Yippy to Vivisimo in the principal amount of \$50,000 (the "Promissory Note").

Upon and subject to the consummation of the transactions contemplated by the Debt Conversion Agreement, including the issuance of the shares of Yippy common stock issuable to Vivisimo thereunder and the execution and delivery to Vivisimo of the Promissory Note, Vivisimo agrees that the Restricted Period, as such term is defined in Section 7.1 of the Purchase Agreement, shall be extended for an additional one (1) year period and shall expire on May 17, 2013.

Sincerely,

Jorge Forgues

Chief Financial Officer