UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 12, 2008

BBM HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Utah	**333-88480**	**#04-3648721**
(State or other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

1245 Brickyard Road, Suite 590, Salt Lake City, Utah	**84106**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: **(801) 433 2000**

(Former name or former address if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

On November 12, 2008, BBM Holdings, Inc. (the "***Company***") announced that Dr. S.Z. Hirschman has agreed to act as a consultant, on a part-time basis, to help lead the Company in a creative new direction. In addition, the Company announced the acquisition of a new technology with several pre-clinical compounds. Upon completion of the acquisition, the Company plans to change its name to Ohr Pharmaceuticals Inc.

In connection with the acquisition of such new technology, it is anticipated that the Company will be pursuing a new acquisition strategy to create a roll-up of small biotechnology companies.

A press release issued by the Company in connection with the foregoing events is filed with this report as Exhibit 99.1.

Pursuant to the terms of a certain Consulting Agreement by and between the Company and Dr. Hirschman, dated November 12, 2008 (the "***Consulting Agreement***"), Dr. Hirschman is initially receiving nominal compensation for a term of one year. It is anticipated that Dr. Hirschman will assist with trial design and also lead an acquisition team, perform due diligence, and otherwise help manage the acquisition of complementary product lines on behalf of the Company. The Consulting Agreement is filed with this report as Exhibit 10.1.

The Company has entered into an Agreement for Purchase and Sale of Assets by and between the Company and Dr. Hirschman, dated November 12, 2008 (the "***Acquisition Agreement***") with respect to the acquisition of several pre-clinical compounds from Dr. Hirschman. The Acquisition Agreement provides for a sixty- (60-) day period for the Company to conduct a due diligence inquiry to its own satisfaction with respect to the pre-clinical compounds and Dr. Hirschman's ownership of such pre-clinical compounds prior to closing the acquisition, and has an anticipated closing date of January 13, 2009. The Acquisition Agreement is filed with this report as Exhibit 10.2.

As consideration for Dr. Hirschman for the sale of the pre-clinical compounds, the Company has agreed to issue to Dr. Hirschman, a five-year warrant, issuable on the closing of the acquisition, exercisable for up to 5,000,000 shares of the Company's Stock at an initial exercise price of $.50 per share (the "***Warrant***"). A Form of Warrant is filed with this report as Exhibit 10.3.

As a condition precedent to the closing under the Acquisition Agreement, the Company and Dr. Hirschman are required to enter into a certain Registration Rights Agreement, which provides for certain registration rights in connection with the shares of the Company's Common Stock issuable upon exercise of the Warrant (the "***Registration Rights Agreement***"). A Form of Registration Rights Agreement is filed with this report as Exhibit 10.4.

Dr. Hirschman is the father of Orin Hirschman, a beneficial owner through AIGH Investment Partners, LLC of approximately 17% of the outstanding Common Stock of the Company.

Item 9.01. Financial Statements and Exhibits

Exhibit No.	Description
10.1	Consulting Agreement, dated November 12, 2008
10.2	Acquisition Agreement, dated November 12, 2008
10.3	Form of Warrant
10.4	Form of Registration Rights Agreement
99.1	Press Release of BBM Holdings, Inc. dated November 12, 2008

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

BBM HOLDINGS, INC.

Dated: November 12, 2008

By: /s/ Andrew Limpert
Andrew Limpert, President and CEO

EXHIBIT INDEX

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CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "***Agreement***") is effective as of November 12, 2008 (the "***Effective Date***"), by and between BBM Holdings, Inc. (the "***Company***"), a Utah corporation with offices at 1245 Brickyard Road, Suite 590, Salt Lake City, Utah 84106 and Dr. Shalom Hirschman (the "***Consultant***"), an individual residing at _____.

BACKGROUND

WHEREAS, the Company entered into a certain certain Asset Purchase Agreement, by and between the Company and the Consultant, dated as of November 12, 2008 to purchase certain assets from the Consultant; and

WHEREAS, the Company desires to engage the Consultant to perform services for it from time to time, as requested by the Company, and the Consultant is willing to be engaged, on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, IT IS AGREED:

TERMS

1. Engagement. Upon the terms and conditions set forth below, the Company hereby engages the Consultant to perform the Consulting Services (as defined below) and the Consultant hereby accepts such engagement.

2. (a) Consulting Services. During the period commencing on the date of this Agreement and ending on December 31, 2009, unless mutually extended in writing between the parties (the "***Consulting Term***"), the Consultant shall at the request of the Company's board of directors (the "***Board***") shall serve on a part-time basis as the Company's Chief Executive Officer and provide consulting services at the request of the Board, including without limitation, as may be needed to lead acquisitions and product development (the "***Consulting Services***"). The Consultant shall report to the Board. The Consultant may at all times during the Consulting Term (as defined below) and thereafter be engaged in any other business activity, provided that he does not engage in any activities that are competitive, directly or indirectly, with the Company's business while on the Company's premises. The Consulting Services shall be performed at mutually convenient times and at mutually convenient locations. The Consulting Services shall be provided in telephone conversations or at the offices of the Company exclusively unless the Board reasonably requests that the Consulting Services be furnished in other cities and the Consultant determines in his sole discretion to do so.

(b) Independent Contractor Status. The parties agree that the Consultant is an independent contractor of the Company, and is not an employee, partner, joint venturer, or agent of the Company.

(c) Indemnity. The Company shall indemnify and hold harmless the Consultant from and against any liability, loss, expense, damage, or injury suffered or sustained by it or him by reason of any acts, omissions or alleged acts or omissions arising out of his activities on behalf of the Company or in furtherance of the interests of the Company (including any judgment, award, settlement, and any reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding, or claim and including any payment by the Consultant), but only if the conduct of the Consultant did not constitute gross negligence or willful misconduct and if the Consultant acted in a manner it reasonably believed to be in, or not opposed to, the best interests of the Company and, in the case of a criminal proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the party to be indemnified did not act in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Company or that he had reasonable cause to believe that his conduct was unlawful.

3. Compensation. During the Consulting Term, the Consultant shall be compensated for his Consulting Services and expenses set forth below:

(a) Fees. In full consideration for the Consulting Services during the Consulting Term and all other obligations undertaken pursuant to this Agreement, the Company shall pay the Consultant the sum of $1, receipt of which is hereby acknowledged**.**

(b) Expenses. The Company shall reimburse the Consultant for the reasonable expenses incurred by the Consultant in connection with the Consulting Services, payable upon receipt of a monthly invoice from the Consultant, subject to the delivery to the Company of appropriate documentation of such expenses. The Consultant shall not incur any travel or other substantial expenses without the prior written approval of the Company, nor shall the Consultant be reimbursed for any such expenses.

(c) No Employee Benefits. As an independent contractor, the Consultant shall not be entitled to any of the benefits, privileges or coverage made available to employees of the Company, including, without limitation, social security, unemployment, medical, or pension payments or insurance. The compensation paid to the Consultant pursuant to this Agreement is not subject to federal, state, or local tax withholdings and the Consultant is responsible for all tax liability incurred by the Consultant.

4. Term and Termination. This Agreement shall commence as of the Effective Date and shall terminate on the close of business on December 31, 2009, unless the Consulting Term is mutually extended in writing between the parties, in which case this Agreement shall terminate on the close of business on the date on which the Consulting Term is to expire, except for the provisions of Sections 2(c), 4, 5, 6 and 7 which shall survive indefinitely.

(a) Consultant's Duties Upon Termination. The Consultant shall (i) promptly deliver to the Company all of the Consultant's Work Product (as defined below); and (ii) return to the Company all property belonging to the Company or used in its business and in the Consultant's possession. Notwithstanding the termination of Consulting Services, the Consultant shall continue to be bound by the covenants set forth in Section 5, Section 6 and Section 7.

(b) Duties Upon Termination. After termination of the Consulting Term, upon reimbursement of expenses pursuant to Section 3(b), all obligations of the Company to the Consultant shall cease, and Consultant shall have no obligations to the Company except pursuant to Section 5, Section 6 and Section 7 of this Agreement.

5. Work Product. The Consultant acknowledges that any and all writings, documents, know-how, plans, memoranda, research, and data that the Consultant makes, conceives, discovers or develops, either solely or jointly with any other person, at any time during the term of the Consultant's engagement, whether during working hours, at a Company facility, or at any other time or location, and whether upon the request or suggestion of the Company or otherwise, that arise from or are related to the Consultant's performance of the Consulting Services hereunder (collectively, "***Work Product***"), shall be the sole and exclusive property of the Company. The Consultant shall deliver all deliverable Work Product and instruments of assignment or transfer thereof to the Company at its request without any charge therefor.

6. Confidentiality; Non-solicitation; Invention and Non-Compete Agreement.

(a) Confidentiality. The Consultant acknowledges the time and expense incurred by the Company in connection with developing proprietary and confidential information in connection with its business and operations. The Consultant agrees that during the Term and for a period of three (3) years thereafter, he will not divulge, communicate, use to the detriment of the Company or for the benefit of any other person, firm or entity, or misappropriate in any way, any confidential information or trade secrets relating to the Company or any of its businesses including without limitation, business strategies, operating plans, strategies, financial information, market plans or analyses, potential acquisitions or strategic transactions, personnel information, trade processes, manufacturing methods, know-how, customer lists and relationships, supplier lists, or other non-public proprietary and confidential information relating to the Company (collectively, "***Confidential Information***"), provided that, Confidential Information shall not include information which becomes generally available to the public through no breach by the Consultant of the provisions of this Section 6(a).

(b) Non-Solicitation. Commencing on the Effective Date and continuing until six (6) months after the date of termination of the Consultant's engagement, the Consultant shall not, directly or indirectly, for himself or on behalf of any other person, firm or entity, employ, engage or retain any person who at any time during the preceding six (6) month period shall have been an employee of the Company, or contact any employee of the Company for the purpose of soliciting or diverting any such employee from the Company or otherwise interfering with the business relationship of the Company with any of the foregoing.

(c) Invention Assignment and Non-Compete Agreement. In connection with Consultant's engagement by the Company, Consultant shall enter into with the Company, and during the Consulting Term and any other period thereafter as set forth therein, hereby agrees to be bound by the terms and conditions of, that certain Invention Assignment and Non-Compete Agreement, to be dated as of the even date herewith (the "***Invention Assignment and Non-Compete Agreement***"), a form of which is annexed hereto as Annex 1.

(d) Acknowledgement. The Consultant acknowledges that his services hereunder and covenants herein are an essential inducement to the Company's entering into this Agreement. Without limiting the foregoing, the Consultant further acknowledges that the Consultant's agreement to the covenants set forth in Section 6 (including without limitation, his agreement to enter into and be bound by the terms and conditions of the Invention Assignment and Non-Compete Agreement pursuant to Section 6(c)) was an essential inducement to the Company's entering into this Agreement and that the Company would suffer irreparable harm upon a breach of the foregoing covenant or agreement. Accordingly, the Consultant shall be bound by the provisions hereof (including the provisions of Section 5 or this Section 6 to the maximum extent permitted by law, it being the intent and spirit of the parties that this Agreement shall be fully enforceable).

(e) Specific Enforcement. The Consultant acknowledges that the services to be rendered under the provisions of this Agreement are of a unique nature and that it would be difficult or impossible to replace such services and that by reason thereof the Consultant agrees and consents that if he violates the provisions of Section 5 or this Section 6, the Company, in addition to any other rights and remedies available under this Agreement or otherwise, shall be entitled to an injunction to be issued or specific enforcement to be required (without the necessity of any bond) restricting the Consultant from committing or continuing any such violation.

(f) Return of Material. In the event of the termination of this Agreement for any reason whatsoever, the Consultant shall promptly surrender and deliver to the Company (without retaining any copies), all records, documents, materials, reports, analysis or other materials of any nature pertaining to or derived from any Confidential Information.

(g) Suspension of Payments. If the Consultant has breached any provision of Section 5 or this Section 6, the Company shall be entitled to suspend all payments due the Consultant.

(h) Savings Provision. If any restriction set forth in Section 5 or this Section 6 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

(i) Survival. The covenants and agreements set forth in Section 5 or this Section 6 shall survive termination of this Agreement.

7. Miscellaneous.

(a) Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns and shall be binding upon the Consultant, and the Consultant's heirs and legal representatives.

(b) Notice. Any notice required or permitted under this Agreement shall be given in writing to the parties at their respective addresses specified above, or at such other address for a party as that party may specify by prior notice,

(c) Assignment. The Company shall have the right to assign this Agreement and any such successor shall be bound by all of the provisions of this Agreement. The Consultant shall have no right to assign or delegate any of his rights, obligations or duties under this Agreement and any attempted assignment or delegation by the Consultant shall be void and of no force and effect.

(d) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to principles of conflicts of law. Each party hereby irrevocably consents and submits to the jurisdiction of any New York State or United States Federal Court sitting in the State of New York, County of New York, over any action or proceeding arising out of or relating to this Agreement and irrevocably consents to the service of any and all process in any such action or proceeding by registered mail addressed to such party at its address specified herein (or as otherwise noticed to the other party). Each party further waives any objection to venue in New York and any objection to an action or proceeding in such state and county on the basis of *forum non conveniens.* Each party also waives any right to trial by jury.

(e) Entire Agreement. This Agreement and the Invention Assignment and Non-Compete Agreement contain the entire understanding between the Consultant and the Company relating to the subject matter hereof and supersede any prior oral or written agreements and understandings between them relating to the subject matter hereof. No provision of this Agreement may be modified, waived or discharged unless such modification, waiver, or discharge is agreed to in writing by both the Company and the Consultant. In the event of any conflict between this Agreement and the Invention Assignment and Non-Compete Agreement, the terms of the Invention Assignment and Non-Compete Agreement shall govern.

(f) Provisions Separable. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other provision may be invalid or unenforceable in whole or in part.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the undersigned agree to the terms and conditions contained herein and hereby acknowledge the same by affixing their signatures below as of the date and year first above written.

BBM HOLDINGS, INC.

By: /s/ Andrew Limpert

Name: Andrew Limpert
Title: President and CEO

/s/ Shalom Hirschman

Shalom Hirschman

AGREEMENT FOR PURCHASE AND SALE OF ASSETS

by and between

BBM HOLDINGS, INC.
("*Buyer*")

and

SHALOM HIRSCHMAN
("*Seller*")

November 12, 2008

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AGREEMENT FOR PURCHASE AND SALE OF ASSETS

This Agreement for Purchase and Sale of Assets ("***Agreement***") is made as of November 12, 2008, between BBM Holdings, Inc. ("***Buyer***"), a Utah corporation, having its principal office at 1245 Brickyard Road, Salt Lake City, Utah 84106 and Dr. Shalom Hirschman ("***Seller***"), an individual, residing at _____. Buyer and Seller are referred to collectively herein as the "***Parties***" and individually as a "***Party***."

RECITALS

WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer, on the terms and subject to the conditions of this Agreement, all of the Immunomodulator Assets (as defined below) of Seller in exchange for the issuance of a Warrant to Buyer described in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the parties agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS

As used in this Agreement, the following defined terms have the following meanings:

"***Affiliate***" means with respect to any Person, a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.

"***Ancillary Documents***" means the Bill of Sale, the Consulting Agreement, the Invention Assignment and Non-Competition Agreement, the Registration Rights Agreement, the Warrant and all other documentation necessary to facilitate the transfer of the Immunomodulator Assets to Buyer.

"***Bill of Sale***" means the bill of sale providing for the transfer of the Immunomodulator Assets dated the Closing Date, in substantially the form attached hereto as Exhibit A, duly executed by Seller.

"***Buyer Indemnitees***" has the meaning set forth in Section 9.2 below.

"***Buyer Material Adverse Effect***" shall mean any change, effect, event, circumstance, occurrence or state of facts that materially impairs the ability of Buyer to consummate the transactions contemplated by this Agreement or perform its obligations hereunder.

"***Cash Payment***" has the meaning set forth in Section 2.3 below.

"***Claiming Party***" has the meaning set forth in Section 9.4 below.

"***Closing***" has the meaning set forth in Section 6.1 below.

"***Closing Date***" has the meaning set forth in Section 6.1 below.

"***Consulting Agreement***" means the consulting agreement by and between Buyer and Seller dated the Closing Date, in substantially the form attached hereto as Exhibit B, duly executed by Buyer and Seller.

"***Contaminant***" means any substance regulated under any Environmental Law as a pollutant, hazardous substance or toxic waste.

"***Damages***" has the meaning set forth in Section 9.2 below.

"***Encumbrance***" means any lien, pledge, hypothecation, charge, mortgage, deed of trust, security interest, encumbrance, claim, infringement, option, right of first refusal, preemptive right, community property interest, or restriction of any nature on any asset.

"***Environmental Law***" means any law, statute, regulation, rule or order of, or administered or enforced by, a Governmental Authority which is related to or otherwise imposes liability or standards of conduct concerning discharges, releases or threatened releases of Contaminants into ambient air, water or land, or otherwise relating to the manufacture, processing, generation, distribution, use, treatment, storage, disposal, cleanup, transport or handling of Contaminants.

"***Excluded Liabilities***" has the meaning set forth in Section 2.2 below.

"***Governmental Authority***" means any nation or government, any state or other political subdivision thereof, any regulatory agency or body and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"***Immunomodulator Assets***" means Intellectual Property, technology and other assets of Seller relating to Immunomodulators, including without limitation the Immunomodulator Technology, the Immunomodulator IP Assets identified on Schedule 3.3 hereto, and all assets and technology listed on Schedule 1(b), and intangible assets listed on Schedule 3.4, whether tangible, intangible, real, personal, or mixed, and wherever located.

"***Immunomodulator IP Assets***" has the meaning set forth in Section 3.5 below, and includes the assets identified on Schedule 3.3 hereto.

"***Immunomodulator Technology***" means any ideas, disclosures, or inventions for interactive lighting technology including related software, hardware, power supplies, circuitry, panels, assembly tools, methods, and techniques, any technology related to or developed in part for object sensing including software, hardware, power supplies, circuitry, panels, assembly tools, methods, and techniques, and any technology related to or developed in part for electroluminescence including software, hardware, power supplies, circuitry, panels, assembly tools, methods, and techniques.

"***Immunomodulators***" has the meaning set forth on Schedule 1(a).

"***Indemnitee***" shall mean a Buyer Indemnitee or Seller Indemnitee, as the case may be.

"***Indemnitor***" has the meaning set forth in Section 9.4 below.

"***Intellectual Property***" means, all of the following in any jurisdiction throughout the world: (a) all inventions and designs (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and re-examinations thereof, (b) all registered and unregistered trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including source code, executable code, data, databases and related documentation), (g) all advertising and promotional materials, (h) all other proprietary rights, (i) all copies and tangible embodiments thereof (in whatever form or medium), and (j) all rights to sue or make any claims for any past, present, or future misappropriation or unauthorized use of any of the foregoing rights and the right to receive income, royalties, damages, or payments that are now or will later become due with regard to the foregoing rights.

"***Invention Assignment and Non-Competition Agreement***" means the invention assignment and non-competition between Buyer and Seller dated the Closing Date, in substantially the form attached hereto as Exhibit C, duly executed by Buyer and Seller.

"***Ordinary Course of Business***" means the ordinary course of business consistent with past custom and practice.

"***Parties***" and "***Party***" have the meanings set forth in the preamble above.

"***Person***" means any individual, corporation, joint venture, partnership, estate, trust, company (including any limited liability company), firm, other enterprise, association, organization, or Governmental Authority.

"***Proceeding***" means any claim, action, suit, investigation, or administrative or other proceeding before any Governmental Authority or any arbitration or mediation.

"***Purchase Price***" has the meaning set forth in Section 2.3 below.

"***Registration Rights Agreement***" means the registration rights agreement, between Buyer and Seller, dated the Closing Date in substantially the form attached hereto as Exhibit D, duly executed by Buyer and Seller.

"***Seller Indemnitees***" has the meaning set forth in Section 9.3 below.

"***Seller Material Adverse Effect***" shall mean any change, effect, event, circumstance, occurrence or state of facts that (a) causes a diminution in the value of the between Immunomodulator Assets, individually or in the aggregate, of more than ten thousand US dollars (US $10,000), regardless of whether covered by insurance, or (b) materially impairs the ability of Seller to consummate the transactions contemplated by this Agreement or perform its obligations hereunder or under any Ancillary Document.

"***Seller's Knowledge***" means (i) the actual knowledge of Dr. Shalom Hirschman and (ii) knowledge that could be obtained after reasonable inquiry and investigation of the matter in question.

"***Tax***" or "***Taxes***" means taxes of any kind payable to any federal, state, local or foreign taxing authority, including, without limitation, (a) income, gross receipts, ad valorem, value added, sales, use, service, franchise, profits, real or personal property, capital stock, license, payroll, withholding, employment, social security, workers compensation, unemployment compensation, utility, severance, production, excise, stamp, occupation, premium, windfall profits, transfer and gains taxes, (b) customs duties, imposts, charges, levies, or other assessments of any kind, (c) interest, penalties, and additions to tax imposed with respect to the above taxes, and (d) any damages, costs, expenses, fees or other liability arising from such Tax or Taxes.

"***Third Party Claim***" has the meaning set forth in Section 9.4 below.

"***Warrant***" means a warrant issued by Buyer to Seller exercisable from the Closing Date through the fifth anniversary thereof, for up to 5,000,000 shares of common stock, $.0001 par value per share, of Buyer at an exercise price of $0.50, in substantially the form attached hereto as Exhibit E, duly executed by Buyer.

ARTICLE 2 PURCHASE AND SALE OF ASSETS

2.1. Sale And Transfer Of Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing, Seller will sell, convey, transfer, assign, and deliver to Buyer, and Buyer will purchase from Seller, all Seller's rights and title to, and interest in, the Immunomodulator Assets, free and clear of all Encumbrances.

2.2. Excluded Liabilities. All liabilities of Seller (the "***Excluded Liabilities***"), whether arising prior to or after the Closing Date, shall be retained by and remain obligations of Seller, and Buyer shall not assume any Excluded Liabilities. In furtherance and not in limitation of the foregoing, the Excluded Liabilities include, but are not limited to: (i) any liability or obligation of Seller incurred under or in connection with this Agreement, (ii) any liability or obligation for borrowings or other indebtedness incurred by Seller, (iii) Seller's accounts payable, (iv) any liability or obligation of Seller under to employees of Seller; (v) any liability or obligation arising out of any action, suit or proceeding against Seller (including any infringement action) whether or not pending on the Closing Date, (vi) any liability or obligation of Seller arising out of or relating to Environmental Laws or Contaminants, (vii) any and all Taxes of Seller, and (viii) any liability or obligation of Seller arising out of or related to the Immunomodulator Assets.

2.3. Consideration From Buyer. At the Closing, as full payment for the transfer of the Immunomodulator Assets to Buyer, Buyer shall deliver to Seller the Warrant (the "***Purchase Price***").

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, subject to the disclosure schedules annexed hereto, as follows as of the date hereof and as of the Closing Date:

3.1. Binding Obligation. This Agreement and the Ancillary Documents constitute valid and binding obligations of Seller, enforceable by Buyer against Seller in accordance with their respective terms.

3.2. Noncontravention. Neither the execution and the delivery of this Agreement and the Ancillary Documents, nor the consummation of the transactions contemplated hereby or thereby will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any Governmental Authority to which Seller is subject or any provision of the charter or bylaws of Seller or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any Person the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Encumbrance upon any of its assets). Seller is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any Person in order to consummate the transactions contemplated by this Agreement and the Ancillary Documents.

3.3. Intellectual Property.

(a) Seller owns all Intellectual Property included in the Immunomodulator Assets (the "***Immunomodulator IP Assets***") free and clear of any Encumbrances, and none of the Immunomodulator IP Assets are subject to any third party license, agreement or other permission. The Immunomodulator IP Assets constitute all Intellectual Property owned by Seller and used at any time by Seller or which Seller has a right to use in connection with Immunomodulators.

(b) The use of the Immunomodulator IP Assets by Seller does not infringe on, misappropriate, or otherwise conflict with any Intellectual Property right of any third party and no third party has asserted or threatened to assert against Seller any claim of infringement or misappropriation of any Intellectual Property rights. Seller has the full right to transfer to Buyer the Immunomodulator IP Assets at the Closing, and the transfer of the Immunomodulator IP Assets to Buyer will not infringe on any Intellectual Property right of any third party. No third party has interfered with, infringed on, or misappropriated any Intellectual Property rights of Seller in the Immunomodulator IP Assets.

(c) Schedule 3.3 identifies all of the following Immunomodulator IP Assets: (i) each patent, copyright, mask work, trademark, or service mark (or registration of such) that has been granted or registered and issued to Seller in any jurisdiction, (ii) each pending patent application and each application for registration of a copyright, mask work, trademark, service mark, or similar right that Seller has made in any jurisdiction together with all associated filing or serial numbers, (iii) all unregistered copyrights, (iv) all unregistered trademarks, trade names, or service marks used by Seller, and (v) ideas and disclosures related to Immunomodulator Technology. Seller has not granted any license or other permission in the Immunomodulator IP Assets to any third party. Seller has delivered to Buyer true, correct, and complete copies of all registrations, applications, licenses, agreements, and permissions related to the Immunomodulator IP Assets. For each of the Immunomodulator IP Assets identified on Schedule 3.3: (i) Seller possesses all right and title to, and interest in, such assets free and clear of any Encumbrance; (ii) such assets are not subject to any outstanding judgment, order, or charge; and (iii) no proceeding is pending or, to Seller's Knowledge, threatened that challenges the legality, validity, enforceability, use, or ownership of such assets.

(d) All employees, contractors, and consultants of Seller or any other third parties who have been involved in the development of any Immunomodulator IP Assets, have executed invention assignment and confidentiality agreements in the form delivered to Buyer's counsel, and all employees and consultants of Seller who have access to confidential information or trade secrets related to or comprising the Immunomodulator IP Assets have executed appropriate nondisclosure agreements in the form delivered to Buyer's counsel. Seller has taken reasonable steps, consistent with industry standards, to protect the secrecy and confidentiality of all of the Immunomodulator IP Assets. To Seller's Knowledge, no third party is in possession of any confidential information pertaining to any of the Immunomodulator IP Assets, except under a written confidentiality agreement in a form disclosed in writing to Buyer.

3.4. Other Intangible Assets. Schedule 3.4 to this Agreement is a complete and accurate list of all intangible assets, other than those specifically referred to elsewhere in this Agreement, relating to or included in the Immunomodulator Assets.

3.5. Title to Assets; Sufficiency of Assets. Seller has good and marketable title to all of the Immunomodulator Assets and Immunomodulator Technology, whether real, personal, mixed, tangible, or intangible. All of the Immunomodulator Assets are owned by Seller free and clear of any Encumbrances. At the Closing, Buyer shall acquire good and marketable title to all of the Immunomodulator Assets, whether real, personal, mixed, tangible, or intangible. The Immunomodulator Assets constitute all of the assets, rights and properties of Seller owned or used or held for use exclusively or primarily in connection with Immunomodulators and constitute all the assets, rights and properties necessary for the lawful conduct of the Immunomodulators business in a manner consistent with such activities as heretofore conducted by Seller. All of the tangible assets, property and equipment included in the Immunomodulator Assets are described in Schedule 2.1(a), are in good operating condition, reasonable wear and tear excepted, and are in compliance with all applicable laws.

3.6. Litigation. (i) There is no pending or threatened Proceeding against Seller concerning or relating to the Immunomodulator Assets or any of Seller's Intellectual Property, (ii) there is not pending against Seller, any judgment, order, writ, injunction, or decree of any federal, state, local, or foreign Governmental Authority concerning or relating to the Immunomodulator Assets, and (iii) Seller is not in default with respect to, nor has an event occurred that, with notice, lapse of time, or both, would be a default under, any judgment, order, writ, injunction, or decree of any federal, state, local, or foreign court, or Governmental Authority with respect to the Immunomodulator Assets.

3.7. Tax Matters.

(a) Seller has timely paid or will timely pay all Taxes due prior to the Closing, including all Taxes shown as due on all Tax Returns and all estimated Tax payments due on or before the Closing Date and has filed all Tax Returns that it was required to file, and has paid all Taxes shown thereon as owing.

(b) None of Seller's Tax Returns have been audited by the relevant taxing authorities. To Seller's Knowledge, no audit or examination, or claim or proposed assessment, by any taxing authority is pending or threatened against Seller.

(c) Seller has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(d) Seller is not a party to any Tax allocation or sharing agreement.

3.8. Legal Compliance. Seller has complied in all material respects with all applicable laws (including rules, regulations, codes, injunctions, judgments, orders, decrees, and rulings thereunder) of Governmental Authorities.

3.9. Brokers' Fees. Seller has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or obligated.

3.10. Full Disclosure. None of the representations and warranties made by Seller in this Agreement (including the Schedules to this Agreement) contains any untrue statement of a material fact, or omits to state a material fact necessary to prevent the statements from being misleading.

ARTICLE 4 BUYER'S WARRANTIES

Buyer represents and warrants to Seller, as follows as of the date hereof and as of the Closing Date:

4.1. Organization, Standing and Qualification. Buyer is a corporation duly organized, existing, and in good standing under the laws of Utah.

4.2. Authority and Consents. Buyer has the corporate power and authority to execute and deliver this Agreement and the Ancillary Documents and to perform its obligations hereunder and thereunder. The execution, delivery, and performance of this Agreement and the Ancillary Documents by Buyer and the consummation of the transactions contemplated have been duly authorized by all necessary corporate action on the part of Buyer.

4.3. Binding Obligation. This Agreement and the Ancillary Documents constitute valid and binding obligations of Buyer, enforceable by Seller against Buyer in accordance with their respective terms.

4.4. Noncontravention. Neither the execution and the delivery of each of this Agreement and the Ancillary Documents, nor the consummation of the transactions contemplated hereby or thereby will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any Governmental Authority to which Buyer is subject or any provision of the charter or bylaws of Buyer or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any Person the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Buyer is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Encumbrance upon any of its assets). Buyer is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any Person in order to consummate the transactions contemplated by this Agreement and the Ancillary Documents.

4.5. Brokers' Fees. Buyer has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Seller could become liable or obligated.

ARTICLE 5 OBLIGATIONS PRIOR TO CLOSING

5.1. Pre-Closing Covenants. The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing.

5.2. General. Each of the Parties will use its reasonable best efforts to take all actions and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Documents (including satisfaction, but not waiver, of the closing conditions set forth in Article 6 below).

5.3. Operation of Business; Immunomodulator Assets. Seller will conduct its business in the Ordinary Course of Business and in compliance in all material respects with all applicable laws and shall use commercially reasonable efforts to preserve the goodwill associated with the Immunomodulators business and maintain satisfactory relations with those having business relationships with Seller. Seller shall not sell, lease or transfer any of the Immunomodulator Assets, subject any of the Immunomodulator Assets to any Encumbrance or grant any rights to or under any of the Immunomodulator IP Assets.

5.4. Notice of Developments. Each Party will give prompt written notice to the other Party of any development causing a breach of any of its own representations and warranties in Section 3 or Section 4 above, as the case may be. No disclosure by any Party pursuant to this Section 5.4, however, shall be deemed to amend or supplement any disclosure schedule or to prevent or cure any misrepresentation or breach of warranty.

ARTICLE 6 THE CLOSING

6.1. Time and Place. The sale and transfer of the Immunomodulator Assets by Seller to Buyer (the "***Closing***") shall take place at the offices of Buyer, 1245 Brickyard Road, Salt Lake City, Utah 84106, on January 13, 2009 or such other date as the parties may mutually agree (the "***Closing Date***"); provided, however, that the Closing Date shall be no later than January 13, 2009.

6.2. Conditions to Obligation of Buyer. The obligation of Buyer to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(a) the representations and warranties set forth in Section 3 above shall be true and correct at and as of the Closing Date;

(b) Seller shall have performed and complied with all of its covenants hereunder through the Closing;

(c) there shall not be any injunction, judgment, order, decree or ruling in effect preventing consummation of any of the transactions contemplated by this Agreement; nor shall there be any action taken, or any statute, rule, regulation or order enacted, entered, enforced or deemed applicable to the transactions contemplated hereby which makes the consummation of such transactions illegal or that has had, or is reasonably likely to have, a Seller Material Adverse Effect;

(d) Seller shall have delivered to Buyer a certificate to the effect that each of the conditions specified above in Section 6.2(a) through (c) is satisfied in all respects;

(e) Seller shall have delivered or caused to be delivered to Buyer:

(i) the Bill of Sale;

(ii) the Consulting Agreement;

(iii) the Invention Assignment and Non-Compete Agreement;

(iv) the Registration Rights Agreement;

(v) the Warrant; and

(vi) copies of written consents or minutes of meetings of the board of directors and the shareholders of Seller, certified by an officer of Seller, authorizing and approving Seller's execution and delivery of, and the performance of its obligations under, this Agreement and the Ancillary Documents, and the transactions contemplated hereunder (including the sale of the Immunomodulator Assets to Buyer under this Agreement);

(f) simultaneously with the consummation of the transfer, Seller, through its officers, agents, and employees, shall put Buyer into full possession and enjoyment of all the Immunomodulator Assets to be conveyed and transferred by this Agreement;

(g) all actions to be taken by Seller in connection with consummation of the transactions contemplated hereby and all certificates, instruments, and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to Buyer; and

(h) Buyer shall have completed its due diligence review within a period of sixty (60) days following the date of this Agreement and based upon its due diligence findings at such time, has not delivered notice of termination pursuant to Section 7.1(c).

Buyer may waive any condition specified in this Section 6.2 if it executes a writing so stating at or prior to the Closing.

6.3. Conditions to Obligation of Seller. The obligation of Seller to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(a) the representations and warranties set forth in Section 4 above shall be true and correct at and as of the Closing Date;

(b) Buyer shall have performed and complied with all of its covenants hereunder through the Closing;

(c) there shall not be any injunction, judgment, order, decree or ruling in effect preventing consummation of any of the transactions contemplated by this Agreement; nor shall there be any action taken, or any statute, rule, regulation or order enacted, entered, enforced or deemed applicable to the transactions contemplated hereby which makes the consummation of such transactions illegal or that has had, or is reasonably likely to have, a Buyer Material Adverse Effect;

(d) Buyer shall have delivered to Seller a certificate to the effect that each of the conditions specified above in Section 6.3(a) through (c) is satisfied in all respects;

(e) Buyer shall have delivered or caused to be delivered to Seller:

(i) the Bill of Sale;

(ii) the Consulting Agreement;

(iii) the Invention Assignment and Non- Compete Agreement;

(iv) the Registration Rights Agreement;

(v) the Warrant; and

(f) all actions to be taken by Buyer in connection with consummation of the transactions contemplated hereby and all certificates, instruments, and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to Seller.

ARTICLE 7 TERMINATION

7.1. Termination of Agreement. This Agreement may be terminated prior to the Closing as provided below:

(a) Buyer and Seller may terminate this Agreement by mutual written consent at any time prior to the Closing;

(b) Buyer may terminate this Agreement by giving written notice to Seller at any time prior to the Closing (A) in the event Seller has breached any representation, warranty, or covenant contained in this Agreement in any material respect, Buyer has notified Seller of the breach, and the breach has continued without cure for a period of five days after the notice of breach or (B) if the Closing shall not have occurred on or before January 13, 2009, by reason of the failure of any condition precedent under Section 6.2 hereof (unless the failure results primarily from Buyer itself breaching any representation, warranty, or covenant contained in this Agreement); and

(c) Buyer may terminate this Agreement at any time for any reason or no reason, at its sole and absolute discretion, within sixty (60) days of the date of this Agreement upon written notice to Seller. Each of the Parties hereby acknowledges that it is Buyer's intention to conduct a due diligence inquiry with respect to the Immunomodulator Assets and Buyer's ownership of such Assets within sixty (60) days of the date of this Agreement.

(d) Seller may terminate this Agreement by giving written notice to Buyer at any time prior to the Closing (A) in the event Buyer has breached any representation, warranty, or covenant contained in this Agreement in any material respect, Seller has notified Buyer of the breach, and the breach has continued without cure for a period of five days after the notice of breach or (B) if the Closing shall not have occurred on or before Termination Date, by reason of the failure of any condition precedent under Section 6.3 hereof (unless the failure results primarily from Seller itself breaching any representation, warranty, or covenant contained in this Agreement).

7.2. Effect of Termination. If either Party terminates this Agreement pursuant to Section 7.1 above, this Agreement shall immediately become void and have no effect and there shall be no liability or obligation on the part of Buyer, Seller or their respective officers, directors, stockholders or Affiliates, except for any liability of any Party then in breach.

ARTICLE 8 OBLIGATIONS AFTER CLOSING

8.1. Competition. In consideration for the payment by Buyer of the Purchase Price, to be made on the Closing, Seller will not, at any time within the three (3) year period immediately following the Closing, directly or indirectly engage in, or have any interest in any Person (whether as an employee, officer, director, agent, security holder, creditor, consultant, or otherwise) that engages in, any activity worldwide that is the same as, similar to, or competitive with Immunomodulators. Seller acknowledges that Buyer and its affiliates, successors or assignees, may market and sell the Immunomodulator Assets and products incorporating the Immunomodulator Assets worldwide and accordingly that is a reasonable territory for this restriction on competition.

8.2. Information to be Held in Confidence. From and after the Closing, Seller and its respective officers, directors, and other representatives will each hold in strict confidence all information of a confidential nature and not generally known to the public with respect to the Immunomodulator Assets, except when disclosure of such information is required by law or legal process. If Seller believes that such disclosure is required, it will give Buyer advance notice of the disclosure and the basis for it, and permit Buyer a reasonable opportunity to eliminate the need for or to narrow such disclosure. In addition, Seller will not use to the detriment of Buyer or for the benefit of any other Person, or misuse in any way, any confidential information or trade secrets related to or included in the Immunomodulator Assets.

8.3. Further Assurances. Seller, at any time on or after the Closing, will execute, acknowledge, and deliver any further deeds, assignments, conveyances, and other assurances, documents, and instruments of transfer, reasonably requested by Buyer, and will take any other action consistent with the terms of this Agreement that may reasonably be requested by Buyer for the purpose of assigning, transferring, granting, conveying, and confirming to Buyer, or reducing to possession, any or all property (tangible and intangible) to be conveyed and transferred under this Agreement. If requested by Buyer, Seller will prosecute or otherwise enforce in its own name for the benefit and under the direction of Buyer, any claims, rights, or benefits that are transferred to Buyer under this Agreement and that require prosecution or enforcement in Seller's name.

ARTICLE 9 NATURE AND SURVIVAL OF REPRESENTATIONS AND OBLIGATIONS

9.1. Survival of Representations and Warranties. The representations and warranties of the parties and any related causes of action will survive the Closing until 5:00 p.m. New York time on the third anniversary following the Closing, except (i) those representations and warranties made by Seller in Section 3.7 (Tax Matters), which representations and warranties and any related causes of action shall survive the Closing until 5:00 p.m. New York time on the fifth anniversary following the Closing and (ii) those representation and warranties made by Seller in Sections 3.3 (Intellectual Property) and 3.5 (Title to Assets; Sufficiency of Assets), which representations and warranties and any related causes of action shall survive the Closing forever. All covenants and agreements set forth in this Agreement and any Ancillary Document that are to be performed following the Closing Date shall survive the Closing and continue in full force and effect until such covenants and agreements are performed in accordance with the terms of this Agreement and such Ancillary Document.

9.2. Indemnification by Seller. Seller will indemnify and hold harmless Buyer, its affiliates, successors and assigns, and their respective shareholders, directors, officers, employees, agents or other Affiliates ("***Buyer Indemnitees***") for any loss, liability, claim, damage, expense, cost (including, without limitation, costs of investigation and defense and reasonable fees and expenses of counsel and other experts) or diminution of value, whether or not involving a third-party claim (collectively, "***Damages***"), arising from or in connection with:

(a) any breach of any representation or warranty made by Seller in this Agreement (including the Schedules to this Agreement);

(b) any breach of any covenant or obligation of Seller in this Agreement (including the Schedules to this Agreement); and

(c) the Excluded Liabilities.

In furtherance and not in limitation of the foregoing rights to indemnity and in addition to any remedies Buyer may have under this Agreement against Seller, if Buyer is entitled to any indemnification or other payment from Seller under this Agreement, Buyer may assign such right to any successor or assign.

9.3. Indemnification by Buyer. Buyer will indemnify and hold harmless Seller and its shareholders, directors, officers, employees, agents or other Affiliates ("***Seller Indemnitees***") for any Damages arising from or in connection with:

(a) any breach of any representation or warranty made by Buyer in this Agreement; and

(b) any breach of any covenant or obligation of Buyer in this Agreement.

9.4. Notice of Claim.

(a) If any Person other than a Seller Indemnitee or a Buyer Indemnitee commences litigation or asserts a demand (a "***Third-Party Claim***") against a Party ("***Claiming Party***") to the Agreement, in respect of which the Claiming Party proposes to demand indemnification hereunder, the Claiming Party shall provide written notice to the Party from whom indemnification is sought (the "***Indemnitor***") within fifteen (15) days of the Claiming Party becoming aware of such Third-Party Claim.

(b) If the Claiming Party should have a claim against the Indemnitor that is not a Third-Party Claim, the Claiming Party shall deliver a written notice thereof as promptly as practicable to the Indemnitor specifying the nature and specific basis for the claim and, to the extent then determinable, the amount or the estimated amount of the claim.

(c) Notwithstanding anything contained in this Section, the failure by the Claiming Party to timely notify the Indemnitor of a Third-Party Claim does not relieve the Indemnitor of any indemnification responsibility under this Article 9 unless and only to the extent that such failure adversely prejudices the ability of the Indemnitor to defend such claim.

9.5. Procedure.

(a) Promptly after receipt by the Indemnitor of written notice pursuant to Section 9.4 of the assertion or the commencement of any Third-Party Claim with respect to any matter referred to in Sections 9.2 and 9.3 hereof, the Indemnitor shall be entitled to assume the defense thereof, by giving written notice of its intention to do so to the Indemnitee within twenty (20) days after receipt of the notice described in Section 9.4(a), with counsel reasonably satisfactory to the Indemnitee at the Indemnitor's expense.

(b) If the Indemnitor shall assume the defense of such Third-Party Claim, it shall not settle such Third-Party Claim unless such settlement (i) includes as an unconditional term thereof the giving by the claimant or the plaintiff of a release of the Indemnitee, reasonably satisfactory to the Indemnitee, from all liability with respect to such Third-Party Claim and (ii) does not impose injunctive or other equitable relief on the Indemnitee. Notwithstanding the assumption by the Indemnitor of the defense of any Third-Party Claim as provided in this subsection, the Indemnitee shall be permitted to join in the defense of such Third-Party Claim and to employ counsel at its own expense. If requested by the Indemnitor, the Indemnitee shall cooperate, at the sole expense of the Indemnitor, with the Indemnitor and its counsel in contesting the Third-Party Claim or, if appropriate, in asserting any counterclaims or cross-claims.

(c) If the Indemnitor shall fail to notify the Indemnitee of its desire to assume the defense of any such Third-Party Claim within the prescribed period of time, or shall notify the Indemnitee that it will not assume the defense of any such Third-Party Claim, then the Indemnitee may assume the defense of any such Third-Party Claim at the Indemnitor's expense, in which event it may do so in such manner as it may reasonably deem appropriate. The Indemnitee shall not settle any Third-Party Claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld. The Indemnitor shall be permitted to join in the defense of such Third-Party Claim and to employ counsel at its own expense.

ARTICLE 10 COSTS AND TAXES

10.1. Costs and Taxes. Each Party will pay all costs and expenses, including its attorney fees and expenses, incurred or to be incurred by it in negotiating and preparing this Agreement and in Closing and carrying out the transactions contemplated in this Agreement. Seller shall pay all sales, use, stamp, transfer and like Taxes, if any, required to be paid in connection with the sale of the Immunomodulator Assets hereunder.

ARTICLE 11 MISCELLANEOUS

11.1. Effect of Headings. The subject headings of the Sections and subsections of this Agreement are included for convenience only and will not affect the construction or interpretation of any of its provisions.

11.2. Word Usage. Unless the context clearly requires otherwise:

(a) plural and singular numbers will each be considered to include the other;

(b) the masculine, feminine, and neuter genders will each be considered to include the others;

(c) "***will***," "***must***," "***agree***," and "***covenants***" are each mandatory;

(d) "***may***" is permissive;

(e) "***or***" is not exclusive;

(f) "***includes***" and "***including***" are not limiting;

(g) a reference to any statute is a reference to that statute as amended to the date of this Agreement; and

(h) a reference to any document is to that document, as amended to the date of this Agreement, including all exhibits and schedules, if any.

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

11.4. Counterparts; Delivery. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Signature pages transmitted electronically (e.g., by facsimile or in Portable Document Format (.pdf) as an attachment to an e-mail) shall have the full force and effect of original signatures.

11.5. Press Releases and Public Announcements. No Party shall issue any press release or make any public announcement relating to the subject matter of this Agreement prior to the Closing without the prior written approval of the other Party; provided, however, that either Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning the publicly-traded securities of any Affiliate (in which case the disclosing Party will use its best efforts to advise the other Party prior to making the disclosure).

11.6. Parties In Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any Persons other than the parties to it and their respective successors and assigns (other than rights granted to indemnified parties under Section 9); nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third party to any Party to this Agreement; and no provision will give any third party any right of subrogation or claim against any Party to this Agreement.

11.7. Assignment. This Agreement will be binding on, and will inure to the benefit of, the Parties and their respective heirs, legal representatives, successors, and assigns, provided that Seller may not assign its obligations under this Agreement, and before the Closing, Buyer may not assign any of its rights under this Agreement.

11.8. Notices. All notices, requests, consents and other communications under this Agreement shall be in writing, shall be addressed to the receiving Party's address set forth below or to any other address a Party may designate by notice under this Agreement, and shall be either (i) delivered by hand, (ii) sent by facsimile, and mailed promptly by first class mail, (iii) sent by nationally recognized overnight courier, or (iv) sent by certified mail, return receipt requested, postage prepaid:

To Seller at:	BBM Holdings, Inc. 1245 Brickyard Road Salt Lake City, Utah 84106 Attention: Andrew Limpert, CEO and President Fax: 801-433-2222
To Buyer at:	Dr. Shalom Hirschman **[Address]** Fax: _____
with a copy to:	Hahn & Hessen LLP 488 Madison Avenue New York, New York 10022 Attention: James Kardon, Esq. Fax: 212-478-7400

All notices, requests, consents and other communications under this Agreement shall be deemed to have been given either (i) if by hand, at the time of the delivery of the notice to the receiving Party, (ii) if by facsimile, at the time that receipt of the facsimile has been acknowledged by electronic confirmation or otherwise, or if no confirmation is received, on the fifth day following the day a hard copy of the transmission is mailed by first-class mail, (iii) if by overnight courier, on the next Business Day following the day the notice is delivered to the courier service, or (iv) if by certified mail, on the fifth Business Day following the day of the mailing. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

11.9. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law. Each party hereby irrevocably consents and submits to the jurisdiction of any New York or United States Federal Court sitting in State of New York, County of New York, over any action or proceeding arising out of or relating to this Agreement and irrevocably consents to the service of any and all process in any such action or proceeding by registered mail addressed to such party at its address specified in Section 11.8 (or as otherwise noticed to the other party). Each party further waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue on the basis of *forum non conveniens.* Each party also waives any right to trial by jury.

11.10. Severability. If any term or provision of this Agreement is or becomes invalid, illegal or unenforceable in any situation in any jurisdiction, such provision shall be fully severable and shall not affect the validity, legality or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. In such a case, the Parties will work together to draft provisions which can replace the invalid or unenforceable provision with one that is valid and enforceable and has an economic effect as similar as possible to that of the invalid or unenforceable provision.

11.11. Incorporation of Exhibits and Schedules. The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

11.12. Construction. Seller and Buyer acknowledge and agree that: (i) each Party and such Party's counsel has reviewed and negotiated, or has had the opportunity to review and negotiate, the terms and provisions of this Agreement and have contributed to its review and revision; (ii) any rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be used to interpret this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to Seller and Buyer and not in favor of or against either Party, regardless of which Party was generally responsible for the preparation of this Agreement.

11.13. Force Majeure. Neither Party will be deemed to be in default or otherwise responsible for delays or failures in performance resulting from acts of God; acts of war, terrorism or civil disturbance; governmental action or inaction; fires; earthquakes; or other causes beyond such Party's reasonable control.

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed it on the day and year first above written.

BBM HOLDINGS, INC.

By: /s/ Andrew Limpert
Andrew Limpert, President and CEO

/s/ Shalom Hirschman
Shalom Hirschman

BBM HOLDINGS, INC.

COMMON STOCK PURCHASE WARRANT

Warrant No. SZH-001 **5,000,000 Warrants**

VOID AFTER 5:00 P.M. NEW YORK CITY TIME
ON JANUARY __, 2014

THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "*SECURITIES ACT*"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS OR BLUE SKY LAWS.

BBM Holdings, Inc. (the "***Company***"), a Utah corporation, having its principal office as of the date hereof at 1245 Brickyard Road, Suite 590, Salt Lake City, Utah 84106, hereby certifies that, for value received, Shalom Hirschman, or registered assigns, is entitled, subject to the terms and conditions set forth below, to purchase from the Company at any time on or from time to time after January __, 2009 ("***Original Issue Date***"), and before 5:00 P.M., New York City time, on January __, 2014 (the "***Expiration Date***"), up to 5,000,000 fully paid and non-assessable shares of Common Stock (as defined below), at the initial Purchase Price per share (as defined below) of $0.50. The number of such shares of Common Stock and the Purchase Price per share are subject to adjustment as provided in Section 5.

1. Definitions.

As used herein the following terms, unless the context otherwise requires, have the following respective meanings:

"***Aggregate Purchase Price***" has the meaning set forth in Section 3.1.

"***Blue Sky Laws***" means any state securities or "blue sky" laws.

"***Board of Directors***" means the board of directors of the Company.

"***Business Day***" means any day other than Saturday, Sunday or other day on which commercial banks in the City of New York are authorized or required by law to remain closed.

"***Company***" includes the Company and any corporation, association, joint stock company, business trust, limited liability company or other similar organization, which shall succeed to or assume the obligations of the Company hereunder.

"***Common Stock***" means the Company's Common Stock, $.0001 par value per share, authorized as of the date hereof, and any stock of any class or classes (however designated) hereafter authorized upon reclassification thereof, which, if the Board of Directors declares any dividends or distributions, has the right to participate in the distribution of earnings and assets of the Company after the payment of dividends or other distributions on any shares of capital stock of the Company entitled to a preference and in the voting for the election of directors of the Company.

"***Delivery Date***" has the meaning set forth in Section 4.

"***Exchange Act***" means the Securities Exchange Act of 1934 as the same shall be in effect at the time.

"***Expiration Date***" has the meaning set forth in the preface above.

"***Holder***" means any record owner of Warrants or Underlying Securities.

"***Market Price***" means, for one share of Common Stock at any date (i) if the principal trading market for the Common Stock is an exchange, the average of the closing sale prices per Share for the last twenty (20) previous trading days in which a sale was reported, as officially reported on any consolidated tape, (ii) if the principal market for such securities is the over-the-counter market, the average of the closing sale prices per Share on the last twenty (20) previous trading days in which a sale was reported as set forth by Nasdaq or, (iii) if the security is not listed on an exchange, the average of the closing sale prices per share on the last twenty (20) previous trading days in which a sale was reported as set forth in the National Quotation Bureau sheet listing such securities for such days. Notwithstanding the foregoing, if there is no reported closing sale price, as the case may be, reported on any of the twenty (20) trading days preceding the event requiring a determination of Market Price hereunder, then the Market Price shall be the average of the high bid and asked prices for the last ten previous trading days in which a sale was reported; and if there is no reported high bid and asked prices, as the case may be, reported on any of the ten trading days preceding the event requiring a determination of Market Price hereunder, then the Market Price shall be determined in good faith by resolution of the Board of Directors. The Market Price of Other Securities, if any, shall be determined in the same manner as Common Stock.

"***Nasdaq***" means the Nasdaq Global Market, Nasdaq Global Select Market or Nasdaq Capital Market.

"***Notice***" has the meaning set forth in Section 21.

"***Original Issue Date***" has the meaning set forth in the preface above.

"***Other Securities***" refers to any stock (other than Common Stock) and other securities of the Company or any other Person (corporate or otherwise) which the Holders of the Warrants at any time shall be entitled to receive, or shall have received, upon the exercise of the Warrants, in lieu of or in addition to Common Stock, or which at any time shall be issuable or shall have been issued in exchange for or in replacement of Common Stock or Other Securities pursuant to Section 5 or 6.

"***Permitted Transfer***" means a transfer by a Holder (i) by gift to his or her spouse or to the siblings, lineal descendants, or parents of such Holder or of his or her spouse or to any entity of which such Person or Persons are the sole beneficiaries; (ii) in the case of any Holder that is a trust, to a successor trustee or trustees of any trust established for one or more of the persons specified in clause (i) above; and (iii) upon the death of a Holder who is a natural person, to such Holder's heirs, executors, administrators, testamentary trustees, legatees or beneficiaries.

"***Person***" means any individual, sole proprietorship, partnership, corporation, limited liability company, business trust, unincorporated association, joint stock corporation, trust, joint venture or other entity, any university or similar institution, or any government or any agency or instrumentality or political subdivision thereof.

"***Purchase Price per share***" means $0.50 per share, as may be adjusted from time to time in accordance with Section 5 or 6.

"***Registered***" and "***Registration***" refer to a registration effected by filing a registration statement in compliance with the Securities Act, to permit the disposition of Underlying Securities issued or issuable upon the exercise of Warrants, and any post-effective amendments and supplements filed or required to be filed to permit any such disposition.

"***Restated Certificate***" means an amendment to the Certificate of Incorporation of the Company prepared for filing in the State of Delaware which provides for an increase in the authorized capital shares of the Company.

"***Securities Act***" means the Securities Act of 1933 as the same shall be in effect at the time.

"***Underlying Securities***" means any Common Stock or Other Securities issued or issuable upon exercise of Warrants.

"***Warrant***" means, as applicable, (i) the Warrants dated as of the date hereof, originally issued by the Company to its directors, of which this Warrant is one, evidencing rights to purchase up to a maximum of 5,000,000 shares of Common Stock, and all Warrants issued upon transfer, division or combination of, or in substitution for, any thereof (all Warrants shall at all times be identical as to terms and conditions and date, except as to the number of shares of Common Stock for which they may be exercised) or (ii) each right as set forth in this Warrant to purchase one share of Common Stock, as adjusted from time to time in accordance with Section 5 or 6.

2. Sale or Exercise Without Registration. If, at the time of any exercise, transfer or surrender for exchange of a Warrant or of Underlying Securities previously issued upon the exercise of Warrants, such Warrant or Underlying Securities shall not be registered under the Securities Act, the Company may require, as a condition of allowing such exercise, transfer or exchange, that the Holder or transferee of such Warrant or Underlying Securities, as the case may be, furnish to the Company an opinion of counsel, reasonably satisfactory to the Company, to the effect that such exercise, transfer or exchange may be made without registration under the Securities Act and without registration or qualification under any applicable Blue Sky Laws.

3. Exercise of Warrant.

3.1. Exercise in Full. Subject to the provisions hereof, this Warrant may be exercised by the Holder hereof by surrender of this Warrant, with the form of subscription at the end hereof duly executed by such Holder, to the Company at its principal office as set forth at the head of this Warrant (or such other location as the Company from time to time may advise the Holder in writing), accompanied by payment, in cash or by certified or official bank check payable to the order of the Company, in the amount obtained (the "***Aggregate Purchase Price***") by multiplying (a) the number of shares of Common Stock then issuable upon exercise of this Warrant by (b) the Purchase Price per share on the date of such exercise.

3.2. Partial Exercise. Subject to the provisions hereof, this Warrant may be exercised in part by surrender of this Warrant in the manner and at the place provided in Section 3.1 except that the amount payable by the Holder upon any partial exercise shall be the amount obtained by multiplying (a) the number of shares of Common Stock designated by the Holder in the subscription at the end hereof by (b) the Purchase Price per share on the date of such exercise. Upon any such partial exercise, the Company at its expense shall forthwith issue and deliver to or upon the order of the Holder hereof a new Warrant or Warrants of like tenor, in the name of the Holder hereof or as such Holder (upon payment by such Holder of any applicable transfer taxes and subject to the provisions of Section 2) may request, calling in the aggregate on the face or faces thereof for the number of shares of Common Stock equal to the number of such shares issuable prior to such partial exercise of this Warrant minus the number of such shares designated by the Holder in the subscription at the end hereof.

3.3. Company to Reaffirm Obligations. The Company shall, at the time of any exercise of this Warrant, upon the request of the Holder hereof, acknowledge in writing its continuing obligation to afford to such Holder any rights (including, without limitation, any right to registration of the Underlying Securities, if any) to which such Holder shall continue to be entitled after such exercise in accordance with the provisions of this Warrant; provided, however, that if the Holder of this Warrant shall fail to make any such request, such failure shall not affect the continuing obligation of the Company to afford such Holder any such rights.

3.4. Certain Exercises. If an exercise of this Warrant is to be made in connection with a registered public offering or sale of the Company, such exercise may, at the election of the Holder, be conditioned on the consummation of the public offering or sale of the Company, in which case such exercise shall not be deemed effective until the consummation of such transaction.

3.5. Net Issue Exercise. This Warrant may also be exercised at such time by means of a "Net Issue Exercise" in which the Holder shall be entitled to receive Underlying Securities equal to the value of this Warrant (or the portion thereof being exercised by Net Issue Exercise) by surrender of this Warrant to the Company together with notice of such Net Issue Exercise, in which event the Company shall issue to Holder a number of Underlying Securities computed as of the date of surrender of this Warrant to the Company using the following formula:

$$X = \frac{Y \times (A-B)}{A}$$

Where:

X = the number of Underlying Securities to be issued to Holder pursuant to this Section 3.5;

Y = the number of Underlying Securities otherwise purchasable under this Warrant, or any lesser number of Underlying Securities as to which this Warrant is being exercised (at the date of such calculation);

A = the Market Price (at the date of such calculation);

B = the Purchase Price (as adjusted to the date of such calculation).

4. Delivery of Stock Certificates, etc., on Exercise.

4.1. Delivery of Certificates. As soon as practicable after the exercise of this Warrant in full or in part, and in any event within ten Business Days thereafter (the "***Delivery Day***"), the Company at its own expense (including the payment by it of any applicable issue taxes) shall cause to be issued in the name of and delivered to the Holder hereof, or as such Holder (upon payment by such Holder of any applicable transfer taxes and subject to the provisions of Section 2) may direct, a certificate or certificates for the number of fully paid and non-assessable shares of Common Stock or Other Securities to which such Holder shall be entitled upon such exercise, plus, in lieu of any fractional share to which such Holder would otherwise be entitled, cash equal to such fraction multiplied by the then current Market Price of one full share.

4.2. Issuance of Certificates. If the Company fails to deliver to the Holder a certificate or certificates representing the Underlying Securities by the third (3rd) trading day following the Delivery Date (or such longer or shorter time is then required by the SEC regulations on the settlement of trades), then the Holder will have the right to rescind such exercise. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance or injunctive relief with respect to the Company's failure to timely deliver certificates representing Underlying Securities upon exercise of the Warrant as required pursuant to the terms hereof.

5. Adjustment for Stock Splits; Dividends. The number and kind of securities purchasable upon the exercise of this Warrant and the Purchase Price shall be subject to adjustment from time to time upon the happening of any of the following. In case the Company shall (i) pay a dividend in shares of Common Stock or make a distribution in shares of Common Stock to holders of its outstanding Common Stock, (ii) subdivide its outstanding shares of Common Stock into a greater number of shares, (iii) combine its outstanding shares of Common Stock into a smaller number of shares of Common Stock, or (iv) issue any shares of its capital stock in a reclassification of the Common Stock, then the number of Underlying Securities purchasable upon exercise of this Warrant immediately prior thereto shall be adjusted so that the Holder shall be entitled to receive the kind and number of Underlying Securities or other securities of the Company which it would have owned or have been entitled to receive had such Warrant been exercised in advance thereof Upon each such adjustment of the kind and number of Underlying Securities or other securities of the Company which are purchasable hereunder, the Holder shall thereafter be entitled to purchase the number of Underlying Securities or other securities resulting from such adjustment at a Purchase Price per share or other security obtained by multiplying the Purchase Price per share in effect immediately prior to such adjustment by the number of Underlying Securities purchasable pursuant hereto immediately prior to such adjustment and dividing by the number of Underlying Securities or other securities of the Company resulting from such adjustment. An adjustment made pursuant to this paragraph shall become effective immediately after the effective date of such event retroactive to the record date, if any, for such event.

6. Reorganization, Consolidation, Merger, etc. In case the Company shall reorganize its capital, reclassify its capital stock, consolidate or merge with or into another corporation (where the Company is not the surviving corporation or where there is a change in or distribution with respect to the Common Stock of the Company), or sell, transfer or otherwise dispose of its property, assets or business to another corporation and, pursuant to the terms of such reorganization, reclassification, merger, consolidation or disposition of assets, shares of common stock of the successor or acquiring corporation, or any cash, shares of stock or other securities or property of any nature whatsoever (including warrants or other subscription or purchase rights) in addition to or in lieu of common stock of the successor or acquiring corporation ("***Other Property***"), are to be received by or distributed to the holders of Common Stock of the Company, then the Holder shall have the right thereafter to receive upon exercise of this Warrant, the number of shares of common stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and Other Property receivable upon or as a result of such reorganization, reclassification, merger, consolidation or disposition of assets by a Holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such event. In case of any such reorganization, reclassification, merger, consolidation or disposition of assets, the successor or acquiring corporation (if other than the Company) shall expressly assume the due and punctual observance and performance of each and every covenant and condition of this Warrant to be performed and observed by the Company and all the obligations and liabilities hereunder, subject to such modifications as may be deemed appropriate (as determined in good faith by resolution of the Board of Directors of the Company) in order to provide for adjustments of Underlying Securities for which this Warrant is exercisable which shall be as nearly equivalent as practicable to the adjustments provided for in this Section 6. For purposes of this Section 6, "common stock of the successor or acquiring corporation" shall include stock of such corporation of any class which is not preferred as to dividends or assets over any other class of stock of such corporation and which is not subject to redemption and shall also include any evidences of indebtedness, shares of stock or other securities which are convertible into or exchangeable for any such stock, either immediately or upon the arrival of a specified date or the happening of a specified event and any warrants or other rights to subscribe for or purchase any such stock. The foregoing provisions of this Section 6 shall similarly apply to successive reorganizations, reclassifications, mergers, consolidations or disposition of assets.

7. Further Assurances; Reports. The Company shall take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and non-assessable shares of Underlying Securities upon the exercise of all Warrants from time to time outstanding. For so long as the Holder holds this Warrant, the Company shall deliver to the Holder contemporaneously with delivery to the holders of Common Stock, a copy of each report of the Company delivered to such holders.

8. Certificate as to Adjustments. In each case of any adjustment or readjustment in the Underlying Securities, the Company shall, at its expense, promptly cause its Chief Financial Officer to compute such adjustment or readjustment in accordance with the terms of this Warrant and prepare a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based, and the number of shares of Common Stock or Other Securities outstanding or deemed to be outstanding. The Company shall forthwith mail a copy of each such certificate to the Holder.

9. Notices of Record Date, etc. In the event of

(a) any taking by the Company of a record of its stockholders for the purpose of determining the stockholders thereof who are entitled to receive any dividend or other distribution, or any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, or for the purpose of determining stockholders who are entitled to vote in connection with any proposed capital reorganization of the Company, any reclassification or recapitalization of the capital stock of the Company or any transfer of all or substantially all the assets of the Company to or consolidation or merger of the Company with or into any other Person, or

(b) any voluntary or involuntary dissolution, liquidation or winding-up of the Company,

then and in each such event the Company shall mail or cause to be mailed to each Holder of a Warrant a notice specifying (i) the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and stating the amount and character of such dividend, distribution or right and (ii) the date on which any such reorganization, reclassification, recapitalization, transfer, consolidation, merger, dissolution, liquidation or winding-up is to take place, and the time, if any, as of which the Holders of record of Underlying Securities shall be entitled to exchange their shares of Underlying Securities for securities or other property deliverable upon such reorganization, reclassification, recapitalization, transfer, consolidation, merger, dissolution, liquidation or winding-up. Such notice shall be mailed at least twenty (20) days prior to the date therein specified.

10. Reservation of Stock, etc., Issuable on Exercise of Warrants. The Company shall at all times on and after the filing of the Restated Certificate reserve and keep available, solely for issuance and delivery upon the exercise of the Warrants, all shares of Common Stock (or Other Securities) from time to time issuable upon the exercise of the Warrants.

11. Listing on Securities Exchanges; Registration; Issuance of Certain Securities. In furtherance and not in limitation of any other provision of this Warrant, if the Company at any time shall list any Common Stock (or Other Securities) on any national securities exchange or Nasdaq, the Company shall, at its expense, simultaneously list the Underlying Securities from time to time issuable upon the exercise of the Warrants on such exchange or Nasdaq, as the case may be, upon official notice of issuance.

12. Exchange of Warrants. Subject to the provisions of Section 2, upon surrender for exchange of this Warrant, properly endorsed, to the Company, as soon as practicable (and in any event within three Business Days) the Company at its own expense shall issue and deliver to or upon the order of the Holder thereof a new Warrant or Warrants of like tenor, in the name of such Holder or as such Holder (upon payment by such Holder of any applicable transfer taxes) may direct, calling in the aggregate on the face or faces thereof for the number of shares of Common Stock called for on the face of this Warrant so surrendered.

13. Replacement of Warrants. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of any such loss, theft or destruction, upon delivery of an indemnity agreement reasonably satisfactory in form and amount to the Company or, in the case of any such mutilation, upon surrender and cancellation of this Warrant, the Company at its expense shall execute and deliver, in lieu thereof, a new Warrant of like tenor.

14. Warrant Agent. The Company may, by written notice to each Holder of a Warrant, appoint an agent having an office in New York, New York, for the purpose of issuing Common Stock (or Other Securities) upon the exercise of the Warrants pursuant to Section 3, exchanging Warrants pursuant to Section 13, and replacing Warrants pursuant to Section 14, or any of the foregoing, and thereafter any such issuance, exchange or replacement, as the case may be, shall be made at such office by such agent.

15. Remedies. The Company stipulates that the remedies at law of the Holder of this Warrant in the event of any default or threatened default by the Company in the performance of or compliance with any of the terms of this Warrant may not be adequate, and that such terms may be specifically enforced by a decree for the specific performance of any agreement contained herein or by an injunction that may be sought against a violation of any of the terms hereof or otherwise.

16. No Rights as Stockholder. This Warrant does not entitle the Holder hereof to any voting rights or other rights as a stockholder of the Company prior to the exercise hereof.

17. Negotiability, etc. Subject to Section 2, this Warrant is transferable only by Permitted Transfer.

18. Entire Agreement; Successors and Assigns. This Warrant constitutes the entire contract between the parties relative to the subject matter hereof. This Warrant supersedes any previous agreement among the parties with respect to the subject matter hereof. The terms and conditions of this Warrant shall inure to the benefit of and be binding upon the respective permitted executors, administrators, heirs, successors and assigns of the parties. Nothing in this Warrant, expressed or implied, is intended to confer upon any party, other than the Holder and the Company, any rights, remedies, obligations or liabilities under or by reason of this Warrant.

19. Governing Law; Jurisdiction. This Warrant shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law. Each of the Holder and the Company hereby irrevocably consents and submits to the jurisdiction of any New York State or United States Federal Court sitting in the State of New York, County of New York, over any action or proceeding arising out of or relating to this Warrant and irrevocably consents to the service of any and all process in any such action or proceeding in the manner for the giving of notices at its address specified in Section 22. Each of the Holder and the Company further waives any objection to venue in the State of New York, County of New York and any objection to an action or proceeding in such state and county on the basis of *forum non conveniens*. Each of the Holder and the Company also waives any right to trial by jury.

20. Headings. The headings of the sections of this Warrant are for convenience and shall not by themselves determine the interpretation of this Warrant.

21. Notices. Any notice or other communication required or permitted to be given hereunder (each a "***Notice***") shall be given in writing and shall be made by personal delivery or sent by courier or certified or registered first-class mail (postage pre-paid), addressed to a party at its address shown below or at such other address as such party may designate by three days' advance Notice to the other party.

Any Notice to the Holder shall be sent to the address for such Holder set forth on books and records of the Company.

Any Notice to the Company shall be sent to:

BBM Holdings, Inc.
1245 Brickyard Road, Suite 590
Salt Lake City, Utah 84106
Attention: Chief Executive Officer

Each Notice shall be deemed given and effective upon receipt (or refusal of receipt).

22. Severability. Whenever possible, each provision of this Warrant shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be deemed prohibited or invalid under such applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, and such prohibition or invalidity shall not invalidate the remainder of such provision or any other provision of this Warrant.

23. Amendments and Waivers. Any provision of this Warrant may be amended and the observance of any provision of this Warrant may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Holders of a majority of the Warrants then outstanding. Any amendment or waiver effected in accordance with this Section 24 shall be binding upon each Holder of a Warrant.

24. Construction. Words (including capitalized terms defined herein) in the singular shall be held to include the plural and vice versa as the context requires. The words "herein", "hereinafter", "hereunder" and words of similar import used in this Warrant shall, unless otherwise stated, refer to this Warrant as a whole and not to any particular provision of this Warrant. All references to "$" in this Warrant and the other agreements contemplated hereby shall refer to United States dollars (unless otherwise specified expressly). Any reference to any gender includes the other genders.

Dated: January __, 2009

BBM HOLDINGS, INC.

By: _____

Name: Andrew Limpert
Title: President and CEO

FORM OF SUBSCRIPTION

(To be signed only upon exercise of Warrant)

To: BBM HOLDINGS, INC.

The undersigned, the Holder of the within Warrant, hereby irrevocably elects to exercise the purchase right represented by such Warrant for, and to purchase thereunder, * shares of Common Stock of BBM Holdings, Inc., and herewith makes payment of $_____ or, subject to satisfaction of the conditions set forth in Section 3.5 of the Warrant, [by initial here _____] Holder elects to exercise under the Net Issue Exercise provisions of Section 1.4 of the Warrant, and requests that the certificates for such shares be issued in the name of, and delivered to, _____, whose address is _____.

The undersigned represents that the undersigned is acquiring such securities for its own account for investment and not with a view to or for sale in connection with any distribution thereof (except for any resale pursuant to, and in accordance with a valid registration statement effective under the Securities Act of 1933, as amended).

Dated:

_____

(Signature must conform in all respects to the name of the Holder as specified on the face of the Warrant)

_____

(Address)

* Insert here the number of shares called for on the face of the Warrant (or, in the case of a partial exercise, the portion thereof as to which the Warrant is being exercised).

FORM OF ASSIGNMENT

(To be signed by the Holder only upon transfer of Warrant)

For value received, the undersigned hereby sells, assigns and transfers unto _____ the right represented by the within Warrant to purchase _____ shares of Common Stock of BBM Holdings, Inc. to which the within Warrant relates, and hereby does irrevocably constitute and appoint _____ Attorney to transfer such right on the books of BBM Holdings, Inc. with full power of substitution in the premises. The Warrant being transferred hereby is one of the Warrants issued by BBM Holdings, Inc. as of November 12, 2008.

Dated:_____

_____

(Signature must conform in all respects to name of Holder as specified on the face of the Warrant)

_____

(Address)

_____

Medallion signature guaranteed by a bank or trust company having its principal office in New York City or by a Member Firm of the New York Stock Exchange or American Stock Exchange

BBM HOLDINGS, INC.

REGISTRATION RIGHTS AGREEMENT

REGISTRATION RIGHTS AGREEMENT (this "***Agreement***") is entered into as of January __, 2009 by and among BBM Holdings, Inc., a Utah corporation (the "***Company***") and Dr. Shalom Hirschman ("***SH***").

WHEREAS, the Company and SH desire to enter into that certain Agreement for Purchase and Sale of Assets (the "**Asset Purchase Agreement**"), whereby the Company will purchase certain assets of SH in exchange for the issuance of a warrant (the "***Warrant***");

WHEREAS, the terms of the Asset Purchase Agreement provide that it shall be a condition precedent to the closing of the transactions thereunder for the Company and SH to execute and deliver this Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined are defined in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto hereby agree as follows:

1. **Definitions**. The following terms shall have the meanings provided below:

"***Blue Sky***" shall have the meaning assigned thereto in Section 3(d)(vi) hereof.

"***Common Stock***" shall mean the common stock, $.0001 par value, of the Company authorized as of the date hereof.

"***Correspondence***" shall have the meaning assigned thereto in Section 7(d) hereof.

"***Exchange Act***" shall mean the Securities Exchange Act of 1934, as amended, and all of the rules and regulations promulgated thereunder.

"***Holder***" shall mean SH.

"***Nasdaq***" means the Nasdaq Global Market, Nasdaq Global Select Market or Nasdaq Capital Market.

"*Other Registrable Securities*" shall have the meaning assigned thereto in Section 8.

"***Own***" shall mean to own beneficially, as that term is defined in the rules and regulations of the SEC.

"***Permitted Transfer***" means a transfer by SH (i) by gift to his or her spouse or to the siblings, lineal descendants, or parents of SH or of his spouse or to any entity of which such Person or Persons are the sole beneficiaries; (ii) in the case of any transferee under clause (i) that is a trust, to a successor trustee or trustees of any trust established for one or more of the persons specified in clause (i) above; and (iii) upon the death of SH, to SH's heirs, executors, administrators, testamentary trustees, legatees or beneficiaries.

"*QPO*" shall mean a firm commitment underwritten public offering of shares of Common Stock with gross proceeds of at least $8 million.

"***Registrable Shares***" shall mean the shares of Common Stock of the Company issuable to Holder pursuant to the terms of the Warrant.

"***Registration***" shall have the meaning assigned thereto in Section 3(a) hereof.

"***Registration Expenses***" shall mean all expenses incurred in connection with the registration of the Registrable Shares pursuant to this Agreement, including without limitation all registration and qualification and filing fees, printing expenses, fees and disbursements of counsel for the Company, and the reasonable fees and disbursements of counsel for the selling Holders.

"***Rule 144***" shall mean Rule 144 promulgated under the Securities Act and any successor or substitute rule, law or provision.

"***SEC***" shall mean the Securities and Exchange Commission.

"***Securities Act***" shall mean the Securities Act of 1933, as amended, and all of the rules and regulations promulgated thereunder.

"***Selling Expenses***" shall mean all underwriting discounts, brokerage and selling commissions applicable to the sale of Registrable Shares, including customary underwriters' cutbacks.

"*Subsequent Registration Statements*" shall have the meaning assigned thereto in Section 3(k).

2. **Effectiveness**. This Agreement shall become effective upon the Closing of the Asset Purchase Agreement.

3. **Incidental Registration**.

(a) Filing of Registration Statement. If the Company at any time proposes to register any of its Common Stock (a "***Registration***") under the Securities Act (other than pursuant to a QPO or a registration statement on Form S-4 or Form S-8 or any successor forms thereto, in connection with an offer made solely to existing securityholders or employees of the Company), for sale to the public, it will, on each such occasion, give prompt written notice to all Holders of its intention to do so, which notice shall be given to the Holder at least thirty (30) days prior to the date that a registration statement relating to such registration is proposed to be filed with the SEC. Upon the written request of the Holder to include the Registrable Shares under such registration statement (which request shall be made within fifteen (15) days after the receipt of any such notice and shall specify the Registrable Shares intended to be disposed of by Holder), the Company will use its best efforts to effect the registration of all Registrable Shares that the Company has been so requested to register by Holder; provided, however, that if, at any time after giving written notice of its intention to register any Common Stock and prior to the effective date of the registration statement filed in connection with such registration, the Company shall determine for any reason not to register such Common Stock, the Company may, at its election, give written notice of such determination to Holder and, thereupon, shall be relieved of its obligation to register any Registrable Shares of such persons in connection with such registration.

(b) Selection of Underwriters. Notice of the Company's intention to register such Common Stock shall designate the proposed underwriters of such offering (which shall be one or more underwriting firms of recognized standing) and shall contain the Company's agreement to use its best efforts, if requested to do so, to arrange for such underwriters to include in such underwriting the Registrable Shares that the Company has been so requested to sell pursuant to this Section 3, it being understood that the Holder of Registrable Shares shall have no right to select different underwriters for the disposition of the Registrable Shares.

(c) Priority on Incidental Registrations. If the managing underwriter shall advise the Company in writing (with a copy to the Holder of Registrable Shares requesting sale) that, in such underwriter's opinion, the number of shares of Common Stock requested to be included in such Registration exceeds the number that can be sold in such offering within a price range acceptable to the Company (such writing to state the basis of such opinion and the approximate number of shares of Common Stock that may be included in such offering without such effect), the Company will include in such Registration, to the extent of the number of shares of Common Stock that the Company is so advised can be sold in such offering:

first, the shares that the Company proposes to issue and sell for its own account, and

second, Other Registrable Securities of the Company requested to be included in such Registration and the Registrable Shares requested to be sold by the Holder, allocated among the holders of the Registrable Shares and Other Registrable Securities *pro rata* in accordance with the amount of such securities requested to be registered.

(d) Registration Procedures. The Company will use its best efforts to effect each Registration, and to cooperate with the sale of Registrable Shares in accordance with the intended method of disposition thereof, as quickly as practicable, and the Company will as expeditiously as possible:

(i) subject to the proviso to Section 3(a), prepare and file with the SEC the registration statement and use its best efforts to cause the Registration to become effective; provided, however, that before filing any registration statement or prospectus or any amendments or supplements thereto, the Company will furnish to the Holder of the Registrable Shares covered by such registration statement, their counsel, and the underwriters, if any, and their counsel, successive drafts of all such documents proposed to be filed at such times as will permit a reasonable period for the review thereof; the Company will not file any registration statement or amendment thereto or any prospectus or any supplement thereto (including such documents incorporated by reference) to which the Holder shall reasonably object based on their review of such drafts;

(ii) subject to the proviso to Section 3(a), prepare and file with the SEC such amendments and post-effective amendments to any registration statement and any prospectus used in connection therewith as may be necessary to keep such registration statement effective until the earlier of (i) one hundred twenty (120) days following the effective date of such registration statement or (ii) the sale of all Registrable Shares covered thereby, and to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Shares covered by such registration statement; and cause the prospectus to be supplemented by any required prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 under the Securities Act;

(iii) furnish to the Holder of the Registrable Shares included in such Registration and the underwriter or underwriters, if any, without charge, at least one (1) signed copy of the registration statement and any post-effective amendment thereto, upon request, and such number of conformed copies thereof and such number of copies of the prospectus (including each preliminary prospectus and each prospectus filed under Rule 424 under the Securities Act), any amendments or supplements thereto and any documents incorporated by reference therein, as the Holder or underwriter may reasonably request in order to facilitate the disposition of the Registrable Shares being sold by Holder (it being understood that the Company consents to the use of the prospectus and any amendment or supplement thereto by the Holder of the Registrable Shares covered by such registration statement and the underwriter or underwriters, if any, in connection with the offering and sale of the Registrable Shares covered by the prospectus or any amendment or supplement thereto);

(iv) notify the Holder of the Registrable Shares of any stop order or other order suspending the effectiveness of any registration statement issued or threatened by the SEC in connection therewith, and take all reasonable actions required to prevent the entry of such stop order or to remove it or obtain its withdrawal at the earliest possible moment if entered;

(v) if requested by the managing underwriter or underwriters, if any, or the Holder of the Registrable Shares in connection with any sale pursuant to a registration statement, promptly incorporate in a prospectus supplement or post-effective amendment such information relating to such underwriting as the managing underwriter or underwriters, if any, or the Holder reasonably requests to be included therein; and make all required filings of such prospectus supplement or post-effective amendment as soon as practicable after being notified of the matters incorporated in such prospectus supplement or post-effective amendment;

(vi) on or prior to the date on which a Registration is declared effective, use its best efforts to register or qualify, and cooperate with the Holder of the Registrable Shares included in such Registration, the underwriter or underwriters, if any, and their counsel, in connection with the registration or qualification of, the Registrable Shares covered by such Registration for offer and sale under the securities or Blue Sky laws of each state and other jurisdiction of the United States as Holder or the managing underwriter, if any, reasonably requests in writing; use its best efforts to keep each such registration or qualification effective, including through new filings, or amendments or renewals, during the period such registration statement is required to be kept effective; and do any and all other acts or things necessary or advisable to enable the disposition in all such jurisdictions reasonably requested by the Holder of the Registrable Shares covered by such Registration; provided, however, that the Company will not be required to qualify generally to do business in any jurisdiction where it is not then so qualified or to take any action which would subject it to general service of process in any such jurisdiction where it is not then so subject;

(vii) in connection with any sale pursuant to a Registration, cooperate with the Holder of the Registrable Shares and the managing underwriter or underwriters, if any, to facilitate the timely preparation and delivery of certificates (not bearing any restrictive legends) representing securities to be sold under such Registration, and enable such securities to be in such denominations and registered in such names as the managing underwriter or underwriters, if any, or Holder may request;

(viii) use its best efforts to cause the Registrable Shares to be registered with or approved by such other governmental agencies or authorities within the United States and having jurisdiction over the Company or any Subsidiary as may reasonably be necessary to enable the seller or sellers thereof or the underwriter or underwriters, if any, to consummate the disposition of such securities;

(ix) notify each seller of Registrable Shares covered by such Registration, upon discovery that, or upon the happening of any event as a result of which, the prospectus included in such Registration, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and promptly prepare, file with the SEC and furnish to such seller a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers or prospective purchasers of such securities, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they are made;

(x) otherwise comply with all applicable rules and regulations of the SEC, and make generally available to its security holders (as contemplated by section 11(a) under the Securities Act) an earnings statement satisfying the provisions of Rule 158 under the Securities Act no later than ninety (90) days after the end of the twelve (12) month period beginning with the first month of the Company's first fiscal quarter commencing after the effective date of the registration statement, which statement shall cover said twelve (12) month period;

(xi) provide and cause to be maintained a transfer agent and registrar for all Registrable Shares covered by each Registration from and after a date not later than the effective date of such Registration; and

(xii) cause all Registrable Shares covered by such Registration (A) to be listed on each securities exchange on which similar equity Securities issued by the Company are then listed; (B) if listed on Nasdaq, use its best efforts to secure designation of all such Registrable Shares covered by such registration statement as a Nasdaq "national market system security" within the meaning of Rule 11Aa2-1 promulgated by the SEC under the Exchange Act, or, failing that, to secure Nasdaq authorization for such Registrable Shares; and (C) , if not so listed, to arrange for at least two market makers to register as such with respect to such Registrable Shares with the Financial Industry Regulatory Authority.

The Company may require the Holder of the Registrable Shares that will be included in such Registration to furnish the Company with such information as the Company may reasonably request in writing and as is required by applicable laws or regulations.

(e) Reasonable Investigation. The Company shall:

(i) give the Holder of the Registrable Shares and its counsel and accountants the opportunity to participate in the preparation of the registration statement, each prospectus included therein or filed with the SEC and each amendment thereof or supplement thereto;

(ii) give the Holder reasonable opportunities to discuss the business of the Company with its officers, counsel and the independent public accountants who have certified its financial statements;

(iii) make available for inspection by the Holder of the Registrable Shares included in any Registration, any underwriter participating in any disposition pursuant to any Registration, and any attorney, accountant or other agent retained by any such seller or underwriter, all financial and other records, pertinent corporate documents and properties of the Company; and

(iv) cause the Company's officers, directors and employees to supply all information reasonably requested by any such person in connection with such Registration;

in each such case, as shall be reasonably necessary, in the opinion of the Holder or such underwriter, to enable it to conduct a "reasonable investigation" within the meaning of the section 11(b)(3) of the Securities Act and to satisfy the requirement of reasonable care imposed by section 12(a)(2) of the Securities Act.

4. **Indemnification; Contribution**.

(a) Indemnification by the Company. The Company shall indemnify, to the fullest extent permitted by law, the Holder of the Registrable Shares, its officers, directors and agents, if any, and each person, if any, who controls the Holder within the meaning of section 15 of the Securities Act, against all losses, claims, damages, liabilities (or proceedings in respect thereof) and expenses (under the Securities Act or common law or otherwise), joint or several, resulting from any violation by the Company of the provisions of the Securities Act or any untrue statement or alleged untrue statement of a material fact contained in any registration statement or prospectus (and as amended or supplemented if amended or supplemented) or any preliminary prospectus or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus, in light of the circumstances under which they were made) not misleading, except to the extent that such losses, claims, damages, liabilities (or proceedings in respect thereof) or expenses are caused by any untrue statement or alleged untrue statement contained in or by any omission or alleged omission from information concerning the Holder of the Registrable Shares furnished in writing to the Company by the Holder expressly for use therein. If the offering pursuant to any registration statement provided for under this Section 3 is made through underwriters, no action or failure to act on the part of such underwriters (whether or not such underwriter is an affiliate of the Holder of the Registrable Shares) shall affect the obligations of the Company to indemnify the Holder of the Registrable Shares or any other person pursuant to the preceding sentence.

(b) Indemnification by the Holder. In connection with any registration statement in which the Holder of the Registrable Shares is participating, the Holder, severally and not jointly, shall indemnify, to the fullest extent permitted by law, the Company, each underwriter (if the underwriter so requires) and their respective officers, directors and agents, if any, and each person, if any, who controls the Company or such underwriter within the meaning of section 15 of the Securities Act, against any losses, claims, damages, liabilities (or proceedings in respect thereof) and expenses resulting from any untrue statement or alleged untrue statement of a material fact or any omission or alleged omission of a material fact required to be stated in the registration statement or prospectus or preliminary prospectus or any amendment thereof or supplement thereto or necessary to make the statements therein (in the case of any prospectus, in light of the circumstances under which they were made) not misleading, but only to the extent that such untrue statement is contained in or such omission is from information concerning the Holder furnished in writing by the Holder expressly for use therein; provided, however, that the Holder's obligations hereunder shall be limited to an amount equal to the proceeds to the Holder of the Registrable Shares sold pursuant to such registration statement.

(c) Control of Defense. Any person entitled to indemnification under the provisions of this Section 3(f) shall give prompt notice to the indemnifying party of any claim with respect to which it seeks indemnification and unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist in respect of such claim, permit such indemnifying party to assume the defense of such claim, with counsel reasonably satisfactory to the indemnified party; and if such defense is so assumed, such indemnifying party shall not enter into any settlement without the consent of the indemnified party if such settlement attributes liability to the indemnified party and such indemnifying party shall not be subject to any liability for any settlement made without its consent (which shall not be unreasonably withheld); and any underwriting agreement entered into with respect to any registration statement provided for under this Agreement shall so provide. In the event an indemnifying party shall not be entitled (or elects not) to assume the defense of a claim, such indemnifying party shall not be obligated to pay the fees and expenses of more than one counsel or firm of counsel for all parties indemnified by such indemnifying party in respect of such claim, unless in the reasonable judgment of any such indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties in respect to such claim.

(d) Contribution. If for any reason the foregoing indemnity is unavailable, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities or expenses:

(i) in such proportion as is appropriate to reflect the relative benefits received by the indemnifying party on the one hand and the indemnified party on the other; or

(ii) if the allocation provided by clause (A) above is not permitted by applicable law or provides a lesser sum to the indemnified party than the amount hereinafter calculated, in such proportion as is appropriate to reflect not only the relative benefits received by the indemnifying party on the one hand and the indemnified party on the other but also the relative fault of the indemnifying party and the indemnified party as well as any other relevant equitable considerations. Notwithstanding the foregoing, the Holder of the Registrable Shares shall not be required to contribute any amount in excess of the amount the Holder would have been required to pay to an indemnified party if the indemnity under Section 3(f)(ii) were available. No person guilty of fraudulent misrepresentation (within the meaning of section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The obligation of any person to contribute pursuant to this Section 3(f) shall be several and not joint.

(e) Timing of Payments. An indemnifying party shall make payments of all amounts required to be made pursuant to the foregoing provisions of this Section 3(g) to or for the account of the indemnified party from time to time promptly upon receipt of bills or invoices relating thereto or when otherwise due or payable.

(d) Survival. The indemnity and contribution agreements contained in this Section 3(f) shall remain in full force and effect regardless of any investigation made by or on behalf of the Holder of the Registrable Shares, its officers, directors, agents or any person who control the Holder as aforesaid, and shall survive the transfer of such Registrable Shares by the Holder.

5. Holdback Agreements. In connection with each underwritten sale of Registrable Shares, each of the Company and the Holder agrees to enter into customary holdback agreements concerning sale or distribution of the Registrable Shares, provided, however, that the holdback period is for no more than 180 days during any 12 month period.

6. Other Registration of Common Stock. If any shares of Common Stock required to be reserved for purposes of conversion of any class of Common Stock into any other class of Common Stock require registration with or approval of any governmental authority under any federal or state law (other than the Securities Act) before such shares may be issued upon conversion, the Company will, at its expense and as expeditiously as possible, use its best efforts to cause such shares to be duly registered or approved, as the case may be.

7. Availability of Information. At any time that any class of the Company's Common Stock is registered under section 12(b) or section 12(g) of the Exchange Act, the Company will comply with the reporting requirements of sections 13 and 15(d) of the Exchange Act (whether or not it shall be required to do so pursuant to such sections) and will comply with all other public information reporting requirements of the SEC from time to time in effect. In addition, the Company shall file such reports and information, and shall make available to the public and to the Holder of the Registrable Shares such information, as shall be necessary to permit the Holder to offer and sell the Registrable Shares pursuant to the provisions of Rules 144 and 144A promulgated under the Securities Act. The Company will also cooperate with Holder in supplying such information as may be necessary for Holder to complete and file any information reporting forms presently or hereafter required by the SEC as a condition to the availability of an exemption from the registration provisions of the Securities Act in connection with the sale of any Registrable Shares. The Company will furnish to the Holder, promptly upon their becoming available, copies of all financial statements, reports, notices and proxy statements sent or made available generally by the Company to its stockholders, and copies of all regular and periodic reports and all registration statements and prospectuses filed by the Company with any securities exchange or with the SEC.

8. **Other Registrable Securities**. Holder acknowledges that the Company may permit its other holders of securities, whether pursuant to an agreement or otherwise, to include shares of Common Stock or other securities of the Company (the "***Other Registrable Securities***") in a Registration.

9. **Subsequent Registration Statements**. In the event the amount of shares covered by a Registration is limited by the SEC, the Company: (i) shall register the maximum number of Registrable Shares and Other Registrable Securities permitted by the SEC, allocated among the Holder and the holders of Other Registrable Securities in proportion to the amount previously included in the Registration, and (ii) shall file additional registration statements (the "***Subsequent Registration Statements***") covering the balance of the Registrable Shares and Other Registrable Securities as soon as practicable in light of SEC positions, rules and regulations. The Company shall use its best efforts to cause any and all Subsequent Registration Statements to become effective within seventy five (75) days after each such filing.

10. **Expenses of Registration**. All expenses incurred in connection with a Registration of the Registrable Shares pursuant to this Agreement, including without limitation all registration and qualification and filing fees, printing expenses, fees and disbursements of counsel for the Company, shall be borne by the Company. The Company shall not be responsible for the fees and disbursements of counsel for the Holder. All Selling Expenses shall be borne by the Holder of the Registrable Shares so registered and sold.

11. **Miscellaneous**.

(a) Transferability; Assignability of Agreement and Registration Rights. Neither this Agreement nor the registration rights granted hereunder shall be transferable or assignable by SH other than in a Permitted Transfer.

(b) Entire Agreement; Amendments. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any and all prior negotiations, correspondence, agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended, modified or terminated, and no rights or provisions may be waived, except with the written consent of the Holder and the Company.

(c) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to principles of conflicts of law. Each party hereby irrevocably consents and submits to the jurisdiction of any New York State or United States Federal Court sitting in the State of New York, County of New York, over any action or proceeding arising out of or relating to this Agreement and irrevocably consents to the service of any and all process in any such action or proceeding by registered mail addressed to such party at its address specified herein (or as otherwise noticed to the other party). Each party further waives any objection to venue in New York and any objection to an action or proceeding in such state and county on the basis of *forum non conveniens.* Each party also waives any right to trial by jury.

(d) Notices.

Any notices, reports or other correspondence (hereinafter collectively referred to as "correspondence") required or permitted to be given hereunder shall be given in writing and shall be deemed effectively given upon (a) personal delivery, (b) delivery by fax (with answer back confirmed), or (c) two business days after mailing by recognized overnight courier (such as Federal Express), addressed to a party at its address or sent to the fax number provided below or at such other address or fax number as such party may designate by three days' advance notice to the other party.

All correspondence to the Company shall be addressed as follows:

BBM Holdings, Inc.
1245 Brickyard Road
Salt Lake City, Utah 84106
Attention: Andrew Limpert, CEO and President
Fax: 801-433-2222

with a copy to:

Hahn & Hessen LLP
488 Madison Avenue
New York, NY 10022
Fax: 212-478-7400
Attention: James Kardon

All correspondence to Holder shall be addressed as follows:

Dr. Shalom Hirschman
[Address**]**
Fax: _____

(e) Injunctive Relief. The parties acknowledge and agree that in the event of any breach of this Agreement, remedies at law may be inadequate, and each of the parties hereto shall be entitled to seek specific performance of the obligations of the other parties hereto and such appropriate injunctive relief as may be granted by a court of competent jurisdiction.

(f) Attorney's Fees. If any action at law or in equity is necessary to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

(g) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable law, such provision shall be replaced with a provision that accomplishes, to the extent possible, the original business purpose of such provision in a valid and enforceable manner, and the balance of the Agreement shall be interpreted as if such provision were so modified and shall be enforceable in accordance with its terms.

(h) Counterparts. This Agreement may be executed in a number of counterparts, any of which together shall for all purposes constitute one Agreement, binding on all the parties hereto notwithstanding that all such parties have not signed the same counterpart.

SIGNATURE PAGE TO BBM HOLDINGS, INC.
REGISTRATION RIGHTS AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement as of the date and year first above written.

BBM Holdings, Inc.

By: _____
Name: Andrew Limpert
Title: President and CEO

_____
Shalom Hirschman

Exhibit 99.1

Press Release Source: BBM Holdings

BBM announces new strategic direction; Dr. S. Z. Hirschman will be joining to lead acquisition team; BBM acquires rights to new unique compounds; BBM plans to change name to Ohr Pharmaceuticals

New York, NY, November 12, 2008--(BUSINESS WIRE)--BBM Holdings (BBMO.OB) announced today that Dr. S.Z. Hirschman has agreed to act as a consultant, on a part-time basis, to help lead the company in a creative new direction. In addition the Company announced the acquisition of a new technology with several pre-clinical compounds.

BBM is pursuing a new acquisition strategy to create a large rollup of small biotechnology companies. BBM currently is in discussions concerning potential mergers with several undervalued biotechnology companies, in attempt to increase their shareholders' value. As stand alone companies, small biotechnology companies often are "one trick ponies" with only a single lead product and are viewed as very risky investments. A rollup of biotech companies will have a larger pipeline of drug candidates at all levels of clinical development carrying considerably less risk. The rollup also will create a large amount of shared costs savings in accounting and regulatory compliance.

Dr. Hirschman will use his over 40 years of experience in the medical and biotechnology fields to lead acquisitions, make introductions, perform scientific due diligence, and assist in trial designs. “This is a most opportune time to pursue this new path charted by BBM. The current investment market difficulties allow the selection of companies with the most promising products for acquisition, development and out-licensing from the pool of companies that constitute the still fledgling biotechnology industry. BBM has embarked on a most intriguing project,” commented Dr. Hirschman.

Dr. Shalom Z. Hirschman has had a long career as an academic physician, research scientist, educator, and, most recently, biotechnology entrepreneur and consultant. Dr. Hirschman served as intern and resident in medicine at The Massachusetts General Hospital of the Harvard Medical School from 1961-1963. He then spent the years of 1963-1969 conducting research in molecular biology at the National Institutes of Health in Bethesda, Md. He joined the faculty of The Mount Sinai School of Medicine in 1968 where he was appointed as Director of the Division of Infectious Diseases and Professor of Medicine. For several years Dr. Hirschman also served as vice-chairman of the Department of Medicine. He retired from Mt. Sinai in 1997and since has served as consultant to educational institutions, biotechnology companies and biotechnology investment funds. Dr. Hirschman will receive warrants to purchase common stock of the Company and a nominal salary until the Company’s business program is launched.

As a first step in its new strategy BBM has acquired from Dr.Hirschman several pre-clinical compounds. Dr. Hirschman has discovered a new technology that allows the creation of new immunomodulatory compounds with sundry therapeutic potentials, especially for treating autoimmune diseases and lymphatic cancers. The new technology affords the inexpensive design and production of series of potential drugs. As part of the acquisition terms, BBM will have a period of 60 days to complete further due diligence and decide to conclude the acquisition. Upon completion of the acquisition, BBM plans to change its name to Ohr Pharmaceuticals Inc.

Andrew Limpert, interim CEO of BBM indicated that "We are really excited to be pursuing this new and exciting direction, and we are delighted and honored to have someone of Dr. Hirschman's caliber, experience and extensive industry contacts lead the team. We are presented with an unusual opportunity to create substantial shareholder value by taking advantage of the current deep undervaluation of small biotech companies in order to create a single company that will have the extensive pipeline and resources to attract meaningful institutional investment interest."

About BBM Holdings:

BBM Holdings (OTCBB:BBMO.OB - News) has been exploring acquisition possibilities. It was formerly a telecommunications engineering and service company.

This press release contains statements that constitute "forward-looking statements" as that term is defined in the Securities Reform Act of 1995 (the "Reform Act"). Investors are cautioned that forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from the statements. Factors that may cause or contribute to such differences include, among other things, failure of our acquisition program, inability to obtain additional financing required to achieve our business goals, our technology becoming obsolete, changes in business conditions and the economy and other risk factors identified in the Company's Form 10-KSB and subsequent reports filed with the Securities and Exchange Commission. The Company undertakes no obligation to update these forward-looking statements for revisions or changes after the date of this press release.

Contact:
For BBM Holdings
Andrew Limpert
(801) 433-2000