

STATE EFFECTIVE DATES

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This disclosure document is effective and may be used in the following states, where the disclosure document is filed, registered or exempt from registration:

State	Effective Date
California	April 21, 2011 2011 , as amended
Illinois	April 22, 2011
Indiana	April 22, 2011
Maryland	June 6, 2011
Minnesota	April 25, 2011
New York	May 31, 2011
Rhode Island	April 22, 2011
Virginia	May 27, 2011 2011 , as amended
Washington	April 29, 2011 2011 , as amended
Wisconsin	April 22, 2011

This disclosure document is not effective and may not be used in the following states, where it is not currently filed, registered or exempt from registration:

Hawaii, ~~Illinois, Maryland, Minnesota, New York,~~ North Dakota ~~and~~, ~~Rhode Island,~~ South Dakota and Wisconsin (offers only).

Item 1

FRANCHISOR, AND ANY PARENT, PREDECESSORS AND AFFILIATES

Franchisor

The franchisor is Signs By Tomorrow-USA, Inc. For ease of reference in this disclosure document, Signs By Tomorrow-USA, Inc. is referred to as "we," "us," or "our," and the person who is considering the franchise is referred to as "you" or "your."

We were formed as a Texas corporation on April 10, 1986. We were reorganized as a Maryland corporation in December 1996. We do business as Signs By Tomorrow-USA, Inc. or Signs By Tomorrow. We do not do business or intend to do business under any other name. Our principal business address is 8681 Robert Fulton Drive, Columbia, Maryland 21046. Our agents for service of process are disclosed in Exhibit A.

Other than the Texas corporation described above, we have no predecessors. We also have no parent or affiliates. We have operated 1 or more company-owned SIGNS BY TOMORROW stores since 1986, and have sold franchises for SIGNS BY TOMORROW stores since 1987. We currently operate 2 SIGNS BY TOMORROW stores, 1 in Columbia, Maryland and 1 in Bryn Mawr, Pennsylvania. We have not operated or sold franchises in any other line of business.

On November 1, 2002, we acquired substantially all of the franchise assets of All American Sign Shops, Inc. ("All American"), a North Carolina corporation that maintained its principal place of business at 3803-B Computer Drive, Suite 200, Raleigh, NC 27609. All American offered franchises for a business similar to the type you will operate under the trade name AMERICAN SIGN SHOPS from January 1987 to September 2002. All American conducted a business of the type that you will operate, but All American did not offer franchises in any other line of business. The acquired franchises may continue to operate under the AMERICAN SIGN SHOPS trade name for various periods, until each franchise signs a new franchise agreement and adopts either the SIGNS BY TOMORROW trade name or the AMERICAN SIGNS BY TOMORROW trade name. We will not offer or sell AMERICAN SIGN SHOPS franchises.

On January 27, 2012, we signed an agreement with Sign & Graphics Holdings LLC, a Michigan limited liability company ("SGH"), to sell SGH substantially all of our assets, including our franchise agreements. The investors in SGH include certain members of our management team and certain investors in Allegra Network LLC, a Michigan limited liability company ("Allegra"). Allegra is a franchisor that supports three primary brands under its Marketing & Print Division – ALLEGRA, AMERICAN SPEEDY PRINTING, INSTY-PRINTS, and the SIGNS NOW brand under its Sign Division. The closing date for the sale is currently scheduled for February 29, 2012. We understand that Allegra will not be our affiliate nor an affiliate of SGH.

our sole discretion, refund to you a portion of your initial franchise fee (see Item 5 for more information).

We do not lease or sublease sites to our franchisees. You will lease your site from a 3rd party. Your landlord must agree to certain lease terms we require, or we will not approve your site.

If circumstances beyond your control prevent you from opening within the stated time, you must provide us with a written request to delay opening. Your request must state: 1) that a delay is anticipated; 2) the reasons that caused the delay; 3) the efforts that you are making to proceed with the opening; and 4) an anticipated opening date. In considering the request, we will not unreasonably withhold our consent to a delay, if you have been diligently pursuing the opening.

Opening of Business

The typical length of time between the signing of a lease and the opening of a business is 8 to 12 weeks. The opening generally occurs within 20 weeks after you sign the franchise agreement. You must attend a personal interview with us at our location before we will approve your application to acquire a SIGNS BY TOMORROW franchise. Factors that may affect the length of time between signing the franchise agreement and opening the business include the time needed to acquire a site for your SIGNS BY TOMORROW store (depends in part on selecting a satisfactory site, arranging financing, local ordinance compliance issues, etc.), your ability to obtain business licenses and permits, your employment of a production manager and a store operations specialist, and the time when you and your Managers receive and complete training.

Item 12

TERRITORY

We grant to you a protected territory generally defined by ZIP Codes. The protected territory is described in Attachment 1 to the franchise agreement when you sign the franchise agreement or when you select a site. A map of the ZIP Codes comprising the protected territory may be attached to your franchise agreement. The protected territory generally includes a minimum of 4,000 businesses. We will determine the number of businesses in the protected territory by using information available from reliable sources.

Your retention of the protected territory is not dependent on the achievement of any stated sales volume or market penetration. You maintain rights to the protected territory even if the population and/or number of businesses changes. During the term of your franchise, and on renewal or transfer of your franchise, your protected territory may not be modified except with your written consent.

We may not establish or operate, or grant any other person the right to establish or operate, a SIGNS BY TOMORROW store, or any other sign or graphics store, in your protected territory. We may test market certain products or services before we encourage or require our franchisees to invest in new equipment. We may provide, offer and sell, and grant others the right to provide, offer and sell SIGNS BY TOMORROW products and services through various distribution channels, collective marketing programs, and regional, national and international media, such as our corporate

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