#### **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 18, 2010

# Fresh Start Private Management Inc.

(Exact name of registrant as specified in its charter)

#### Nevada

(State or other jurisdiction of incorporation)

# 333-153381

(Commission File Number)

## 26-3550286

(IRS Employer Identification No.)

# 11010 EAST BOUNDARY ROAD ELK WA 99009

(Address of principal executive offices)(Zip Code)

# (509) 714-5236

Registrant's telephone number, including area code

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 (see General Instruction A.2. below):
[] 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))
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# **Registrant's Business and Operations**

# Item 1.01 Entry into a Material Definitive Agreement.

On October 28 2010 Fresh Start Private Management, Inc. (FSPM) entered into an agreement with Trinity RX Solutions LLC of Breezy Point New York to exclusively license the Company's Naltrexone Implant used in the treatment of Alcoholism.

Under the terms of the agreement FSPM will issue Trinity RX Solutions LLC 7.5% of its issued and outstanding stock equaling 5,672,250 restricted shares. FSPM will pay a fee for each implant prescribed.

# Item 2.01 Completion or Disposition of Assets.

The information provided in Item 1.01 is hereby incorporated into this Item 2.01 by reference

# Item 3.02 Unregistered Sales of Equity Securities.

To the extent the issuance of the shares of common stock described in Item 1.01 above are deemed to be an issuance by the Company, the information provided in Item 1.01 is hereby incorporated into this Item 3.02 by reference. Fresh Start Private Management Inc. offered and sold the shares in reliance on the exemption from registration afforded by Section 4(2) of the Securities Act of 1933, as amended, in a non-public offering where purchaser had access to registration-type information of Fresh Start Private Management Inc.

## Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

No. Description 10.1 License Agreement

# 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.

Fresh Start Private Management, Inc. (Registrant)

By: Name: Date: November 18, 2010 /s/Michael Cetrone
Michael Cetrone

Title: President and Chief Executive Officer

#### LICENCE AGREEMENT

## THIS LICENSE AGREEMENT (this "Agreement") is made effective as of the

October 28, 2010 (the "Effective date") (the "effective date")

BETWEEN: TRINITY Rx SOLUTIONS, LLC, Address 217-21 Rockaway Point

Blvd, Breezy Point New York, 11695 ("LICENSOR")

AND FRESH START PRIVATE MANAGEMENT, INC, Address 11010 EAST BOUNDRY RD ELK WA 99009

#### WHEREAS

A. LICENSOR has the exclusive license for Naltrexone Implant Product one which has been designed for

Alcoholism.

B. LICENSEE wishes to obtain an exclusive license from LICENSOR to use the Naltrexone Implant which they

have the rights and LICENSEE shall exclusively use the Naltrexone Implant for all its patients.

# 1. **DEFINITIONS**

In this Agreement, except in so far as the context or subject matter otherwise indicates or requires, the following terms and expressions shall have the following meanings:

## 2. GRANT

LICENSOR hereby grants to the LICENSEE an exclusive license to use the Licensed Product, any procedures related to the licensed product.

**2.1** LICENSEE shall have the right to use the Licensed Product as required.

# 3. LICENCE FEE & COMPOUNDING FEE

3.1 The License Fee payable under this Agreement shall be sent to LICENSOR.

LICENSEE shall pay to LICENSOR a onetime License Fee of 7.5% of the total common shares or equity in each foreign

Company (See Attached A).

<sup>&</sup>quot;Agreement" means this Agreement and the Schedules hereto.

<sup>&</sup>quot;License Fee" means the fee payable to LICENSOR for licensing LICENSEE to use the licensed product which fees are set forth in Section 3.

<sup>&</sup>quot;Licensed Product" means the Naltrexone Implant.

<sup>&</sup>quot;Parties" means each of LICENSOR and LICENSEE and "Party" means either one of them as the context requires.

<sup>&</sup>quot;Products" includes technologies, devices, techniques, programs or patents.

3.2 LICENSEE shall pay to LICENSOR or its affiliate assigned by LICENSOR a \$600 compounding fee for each prescription request for the LICENSED product

## 4. TERM & TERMINATION

This Agreement shall remain in force for so long as LICENSEE continues to use the Licensed Product. Since the License has been purchased their will be no termination of the licensed products from LICENSOR.

## 5. TERRITORY

LICENSOR will inform the LICENSEE of which country the Licensed product will be used in identified in Attachment A.

# 6. SECURITY

LICENSOR will take all reasonable steps to ensure that the Licensed Product is not provided to any other persons, companies or organizations within or distributed to each Country identified in Attachment A

6.1 LICENSEE and LICENSOR agree to advise each other immediately if discovery of any unauthorized use of the Licensed Product by any third persons.

# 7. TITLE AND WARRANTY

Title to and ownership of the Licensed Product, including all intellectual property rights shall at all time remains with the LICENSOR.

- **7.1** The Licensed Product is being supplied by LICENSOR at the request of LICENSEE. It is acknowledged and agreed by the parties that:
  - (a) LICENSOR do not have detailed knowledge or understanding of LICENSEE's needs, obligations and business;
  - (b) LICENSOR warrant and undertake that the Licensed Product is suitable for and will assist LICENSEE in its operations.

#### 8. SUPPLY OF LICENSED PRODUCT

LICENSOR will provide support and updated information to LICENSEE relating to any product updates or improvements regarding any licensed products from LICENSOR. The LICENSOR will also provide the LICENSEE with details and updates of its methods and techniques on a regular basis and/or when requested and will ensure that all of its services and techniques are available to LICENSEE.

# 9. Assignment

The license granted hereunder and the Licensed Product may be assigned, sub-licensed or otherwise transferred by the LICENSEE unless approved in writing by LICENSOR.

## 10. SUPPORT

LICENSOR will offer reasonable levels of support to assist LICENSEE and will make its personnel available by email, phone or fax during normal working hours for feedback, problem solving or general questions to ensure that the Licensed Product is being used and promoted correctly.

# 11. MUTUAL PERFORMANCE OBLIGATIONS - CONFIDENTIALITY OF USER DATA

The parties agree to maintain the confidentiality of any data relating to the usage of the Licensed Product by LICENSEE, such data may be used solely for purposes directly related to the Licensed Product and may only be provided to third parties with written approval of the parties.

#### 12. WARRANTIES

Subject to the limitations set forth elsewhere in this Agreement, LICENSOR warrants that it has the right to license the rights granted under this Agreement to use the Licensed Product that it has obtained any and all necessary permissions from third parties, to license, the Licensed Product.

#### 13. INDEMNITIES

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties or injuries incurred by any third party, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

#### 14. GOVERNING LAW

This Agreement shall be governed by the applicable laws of the State of New York.

## 15. DISPUTE RESOLUTION

In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to meet to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

## 16. ARBITRATION

Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Rules of the ICC, at a venue selected by the Party claiming injury (Plaintiff). The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrator shall in turn select a third arbitrator. All documents, materials and other information in the possession of each party shall be made available to the other party for review and copying no later than fourteen (14) days after the notice of arbitration is served.

## 17. SEVERABILITY

Neither party shall be liable in damages to have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, including but not limited to acts of God, government restrictions (including the denial or cancellation of any necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

#### 18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, either oral or written. Except the prior NDNC that will stay in effect.

#### 19. AMENDMENT

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of the parties.

## 20. WAIVER OF CONTRACTUAL RIGHT

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

## 21. NOTICES

All notices given pursuant to this Agreement shall be in writing and may be hand delivered or shall be deemed to be received within three (3) days of mailing, if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

If to LICENSOR:

Address: 217-21 Rockaway Point Blve, Breezy Point, NY, 11695

If to LICENSEE:

Address: 999 N. Tustin Ave, Suite 16 Santa Ana, CA 92705

The parties agree that this Agreement shall be binding on the heirs, executors, administrators or assigns of each of them.

<b>IN WITNESS WHEREOF</b> the parties have executed this Agreem above written.	ent by their respective duly authorized representatives as of the date first
TRINITY Rx SOLUTIONS, LLC	
Sal Amodeo Title: Managing Member	Date:
FRESH START PRIVATE, INC.	
Neil Muller Title: Director	Date:
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## ATTACHMENT A

# License Fee

LICENSEE shall provide to LICENSOR 7.5% of the current and issued outstanding common shares or an equity interest in each public company(ies) formed in the Country(ies) listed below. While the company(ies) remain a private corporation the licensor will receive 7.5% of the net revenue.

Country United States Of America

Company Name Fresh Start Private Management, Inc

Total Shares Issued 75,630,000

Allocation to LICENSOR 7.5%

Total Shares Allocated 5,672,250

LICENSOR shall be restricted from selling shares for six months from date of this Agreement.

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