

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into this ____ day of September, 2011, by and between C Port Solutions, Inc., a Georgia corporation having a place of business at 2160 Hills Avenue, Suite A, Atlanta, GA 30318 ("Assignor"), and BTM Ventures, LLC, a Delaware limited liability company having a place of business at 3 Glenlake Parkway, Atlanta, GA 30328 ("Assignee").

RECITALS

WHEREAS, Assignor owns certain unregistered trademarks including, but not limited to, the trademarks and applications described in Exhibit A, attached hereto and made a part hereof (the "Trademarks");

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of September ___, 2011 (the "Asset Purchase Agreement"), pursuant to which Assignor is selling, assigning, transferring and delivering to Assignee the Acquired Assets (as defined in the Asset Purchase Agreement), including the Trademarks, all as more particularly described in the Asset Purchase Agreement; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignee desires to purchase, acquire and accept from Assignor all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and with the intention of being legally bound hereby, Assignor does hereby sell, assign, transfer and set over unto Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the Business symbolized by the Trademarks, including, without limitation: (i) Assignor's right, title and interest in and to all pending applications for registration, if any, for the Trademarks throughout the world; (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (iii) the right to sue for past, present and future infringements thereof; and (iv) all rights corresponding thereto throughout the world, as fully and entirely as the same would have been held and enjoyed by such Assignor had this Assignment and sale not been made.

Assignor further agrees that, when requested, Assignor will, without demanding any further consideration therefor, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for maintaining and perfecting Assignee's right to the Trademarks and to render all necessary assistance in making application for and obtaining registration of the Trademarks with the U.S. Patent and Trademark Office or of any and all foreign countries, and in enforcing any rights or choses in action accruing as a result of such applications or the Trademarks, by giving testimony in any proceedings or transactions involving such applications or the Trademarks, and by executing preliminary statements or other affidavits, it being understood that this Assignment and the

foregoing covenants and agreements shall bind, and shall inure to the benefit of, the respective successors, assigns and legal representatives of Assignor and Assignee.

This Assignment, including its terms and conditions, is and shall be limited by and is subject to all of the terms and conditions of the Asset Purchase Agreement, which are incorporated herein by this reference. Each party acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

This Assignment may be executed in one or more counterparts, and each executed counterpart shall be considered an original of this Assignment. Furthermore, delivery of a copy of a counterpart signature by facsimile transmission or an electronic exchange methodology shall constitute a valid and binding execution and delivery of this Assignment, and such electronic copy shall constitute an enforceable original document.

[Remainder of page intentionally left blank; signature page immediately follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed effective as of the date first above written.

ASSIGNOR:

C Port Solutions, Inc.

By: [Signature]
Name: Louie P. Hicks, II
Title: Chief Executive Officer

STATE OF Georgia)
COUNTY OF Fulton) SS:

On this 14th day of September 2011 before me personally appeared Louie P. Hicks, an officer of C Port Solutions, Inc., the Assignor above named, who acknowledged that he executed the foregoing Trademark Assignment on behalf of Assignor pursuant to authority duly received.



[Signature]
Notary Public

ASSIGNEE:

BTM Ventures, LLC

By: [Signature]
Name: Michael R. Peterson
Title: Assistant Secretary

STATE OF Georgia)
COUNTY OF Fulton) SS:

On this 14th day of September 2011 before me personally appeared Michael R. Peterson, an officer of BTM Ventures, LLC, the Assignee above named, who acknowledged that he executed the foregoing Trademark Assignment on behalf of Assignee pursuant to authority duly received.



[Signature]
Notary Public

Exhibit A

Trademarks

1. CPort
2. C Port
3. Omni-Port
4. Tele-Port
5. Medi-Port
6. NavPort
7. Duo-Port
8. Tri-Port
9. CPort Solutions
10. C Port Solutions
11. SmartPod