

PATENT ASSIGNMENT

THIS PATENT 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 patents and patent applications, including, but not limited to, the patents and patent applications described in Exhibit A, attached hereto and made a part hereof (the "Patents");

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 Patents, 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 Patents.

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 worldwide right, title and interest in and to the Patents, including all divisions, continuations, continuations-in-part, substitutes, patents of addition, reissues, reexaminations, renewals, and extensions thereof, and the right to apply for patents in foreign countries with full benefit of such priorities as may now or hereafter be granted to the Assignor by local laws or by treaty, including any international convention for the protection of industrial property, together with the right to extend the protection of said Patents to the various territorial possessions now owned or which may be hereafter acquired by the United States of America, all said rights to be held and enjoyed by the Assignee for its use and benefit and for the use and benefit of its successors or assigns, to the full end of the term for which said Patents are or may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made. Assignor hereby requests and authorizes the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all said Patents, when granted, in accordance with the terms of this Assignment.

Assignor further sells, assigns and transfers to Assignee, its successors and assigns, all of Assignor's rights to sue for and to recover and retain all damages and profits arising from past infringements or unauthorized use of any such Patents, or unpaid royalties with respect to use of any such Patents, occurring before the date of this Assignment.

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 obtaining, sustaining, reexamining or reissuing the Patents, and for maintaining and perfecting Assignee's right to the Patents, particularly in cases of interference and litigation.

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: CEO

STATE OF Georgia)
COUNTY OF Fulton) SS:

On this 14th day of September, 2011 before me personally appeared Louie P. Hicks, II, 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: _____
Title: Michael R. Peterson
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

Patents

Provisional patent application 61317150 was filed with the United States Patent and Trademark Office March 24, 2010.