

## **ASSIGNMENT AND ASSUMPTION AGREEMENT**

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement") is made as of September \_\_, 2011, by and between C Portion Solutions, Inc., a Georgia corporation ("Seller") and BTM Ventures, LLC, a Delaware limited liability, ("Purchaser").

**WHEREAS**, Seller and Purchaser have entered into that certain Asset Purchase Agreement, dated as of September \_\_, 2011 (the "Asset Purchase Agreement"); and

**WHEREAS**, pursuant to the terms of the Asset Purchase Agreement and by this Agreement, Seller is selling, transferring, conveying, assigning and delivering to Purchaser the Acquired Assets, subject solely to the Assumed Liabilities, in accordance with the provisions of the Asset Purchase Agreement;

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby grants, sells, conveys, delivers, assigns and transfers to Purchaser all of Seller's right, title and interest in and to the Acquired Assets, free and clear of all Encumbrances, other than Permitted Encumbrances. Seller, for itself and its successors and assigns, by this Agreement, covenants and agrees that Seller and its successors and assigns shall execute and deliver, or shall cause to be executed and delivered, such other instruments of transfer and conveyance and such other documents, and shall take such other actions, as may be reasonably necessary to carry out the purposes of this Agreement.

Purchaser hereby assumes and agrees to pay, honor and discharge when due, all of the liabilities of Seller to be paid, honored or discharged from and after the Closing with respect to the Assumed Liabilities. Purchaser does not, and shall not, assume or become liable for, at any time, any liabilities, obligations or commitments of Seller other than the Assumed Liabilities, including, without limitation, the Excluded Liabilities, which liabilities shall be retained by and remain the sole responsibility of Seller.

This Agreement, 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. Seller and Purchaser acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein.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 Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without reference to rules regarding conflicts of law. All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Asset Purchase Agreement.

This Agreement may be executed in one or more counterparts, and each executed counterpart shall be considered an original of this Agreement. 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 Agreement, and such electronic copy shall constitute an enforceable original document.


*[Remainder of this Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

C PORT SOLUTIONS, INC.

By:   
Name: LOUIE P HICKS II  
Title: CEO

BTM VENTURES, LLC

By:   
Name: \_\_\_\_\_  
Title: Michael R. Peterson  
Assistant Secretary