

BILL OF SALE

This **BILL OF SALE** (this "Bill of Sale") is made as of September __, 2011, by and among C Port Solutions, Inc., a Georgia corporation ("Seller"), and BTM Ventures, LLC, a Delaware limited liability company ("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 Bill of Sale, 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 does hereby sell, assign, transfer and convey to Purchaser all of Seller's right, title and interest in and to the Acquired Assets, together with any rights, privileges and appurtenances in any way belonging thereto, in each case free and clear of all Liens, other than Permitted Liens.

Seller hereby covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance and delivery of the Acquired Assets against all persons whomsoever. Without limiting the preceding sentence, Seller hereby irrevocably makes, constitutes and appoints Purchaser the true and lawful agent and attorney-in-fact of Seller, with full power of substitution, for and in the name and stead of Seller but on behalf and for the benefit of Purchaser and its successors and assigns, from time to time: (i) to demand, receive and collect any and all assets, property and business, of every kind and description and wherever located, constituting any of the Acquired Assets, and to give receipts and releases for and in respect of the same and any part thereof; (ii) to institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity or otherwise, that Purchaser or its successors and assigns may deem proper in order to collect or reduce to possession any of the Acquired Assets and to collect or enforce any claim or right of any kind hereby assigned or transferred; and (iii) to do all things legally permissible, required or reasonably deemed by Purchaser to be required to recover and collect the Acquired Assets and to use Seller's name in such manner as Purchaser may reasonably deem necessary for the collection and recovery of the same, Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller.

This Bill of Sale, 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 acknowledges and agrees 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 Bill of Sale and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

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

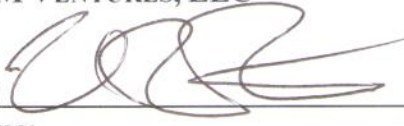
[Remainder of this Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Seller, Newell and Purchaser have caused this Bill of Sale 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: Michael R. Peterson
Title: Assistant Secretary