
ASSET PURCHASE AGREEMENT

by and between

C PORT SOLUTIONS, INCORPORATED

and

BTM VENTURES, LLC

Dated as of September 14, 2011

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ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this "Agreement"), dated as of September 14, 2011, is made by and among C Port Solutions, Incorporated, a Georgia corporation (the "Seller") and BTM Ventures, LLC, a Delaware limited liability company ("Purchaser" and, together with Seller, the "Parties").

RECITALS

A. Seller is engaged in the sale or provision of virtual collaboration tools on a mobile platform using video, web conferencing, and/or audio conferencing, including the sale or provision of mobile interactive white-board products that include collaboration technology and solutions that converge the use of video, web conferencing, and audio conferencing with interactive white-boarding in a variety of markets including the enterprise, hospitality, medical, government and higher education markets (the "Business");

C. Purchaser is a Shareholder;

D. Louie P. Hicks II ("Hicks") is the Chief Executive Officer of Seller and single largest Shareholder; and

E. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, substantially all of the assets of the Business upon the terms and subject to the conditions set forth in this Agreement.

AGREEMENTS

In consideration of the premises and the mutual representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

PURCHASE AND SALE OF ACQUIRED ASSETS

Section 1.1 Acquired Assets. On the terms and subject to the conditions of this Agreement, Seller is hereby selling, assigning, transferring, conveying and delivering to Purchaser, and Purchaser is hereby purchasing, acquiring and accepting from Seller, all of the right, title and interest of Seller in and to all of the assets, properties, rights, Contracts (except to the extent such Contracts are specifically and accurately listed on Section 1.2 of the Disclosure Schedule) and claims of Seller, of whatever kind and nature, real or personal, tangible or intangible, that are owned, leased or licensed by Seller or any of its Affiliates as of the date hereof and used, held for use or intended to be used in the operation or conduct of the Business, other than the Excluded Assets, in each case free and clear of all liens, charges, encumbrances, security interests, pledges, mortgages, equities, claims and options of whatever nature ("Liens") other than Permitted Liens (collectively, the "Acquired Assets"), including all goodwill generated by, and associated with, the Business.

Section 1.2 Excluded Assets. Seller will not sell, assign, transfer, convey or deliver to Purchaser, and Purchaser will not purchase, acquire or accept from Seller any of the following (collectively, the "Excluded Assets"): (a) Seller's rights under this Agreement or any Ancillary Agreement, including the cash received from Purchaser pursuant to the terms of this Agreement, (b)

Seller's corporate charter, minute and stock record books, income tax returns and reports, corporate seal, checkbooks and cancelled checks; (c) all Benefit Plans and any trusts, insurance arrangements or other assets held pursuant to, or set aside to fund the obligations of Seller under, any such Benefit Plans; (d) all insurance policies and all rights of Seller of every nature and description under or arising out of such insurance policies; (e) all books and records related to personnel records of current or former employees of Seller who are not Transferred Employees; (f) all assets, properties, rights, Contracts and claims of Seller of whatever kind and nature, real or personal, tangible or intangible, that are set forth on Section 1.2 of the Disclosure Schedule or those that are not and have never been used in connection with the Business; and (g) all rights, claims and credits of Seller to the extent relating to any other Excluded Asset or any Excluded Liability, including any such items arising under insurance policies and all guarantees, warranties, indemnities and similar rights in favor of Seller in respect of any other Excluded Asset or any Excluded Liability.

Section 1.3 Assumed Liabilities. On the terms and subject to the conditions of this Agreement, Purchaser is assuming and will be liable for, and will pay, perform and discharge as and when due, only the following liabilities and obligations (each, a "Liability") of Seller, as and to the extent not satisfied or extinguished as of the date hereof (collectively, the "Assumed Liabilities"): All unperformed or unfulfilled Liabilities under the Business Contracts, but only to the extent such Liabilities relate to the period after the date hereof and excluding any Liability resulting from any breach or default on or prior to the date hereof, to the extent such Business Contracts, and all rights of Seller, are effectively assigned to Purchaser on the date hereof, but excluding any Business Contract constituting an Excluded Asset.

Section 1.4 Excluded Liabilities. Notwithstanding any provision of this Agreement or any Ancillary Agreement to the contrary, and regardless of any disclosure to Purchaser, Purchaser will not assume or will not be liable for any Liability of Seller or any of its Affiliates (other than another Seller) other than the Assumed Liabilities (collectively, the "Excluded Liabilities"). Without limiting the generality of the foregoing, Purchaser will not be liable for the following Liabilities: all Liabilities related to any matters set forth, or required to be set forth, on Section 4.19(a) of the Disclosure Schedule; all Liabilities that are based upon, arise out of or relate to any Excluded Asset, any other Excluded Liability or any of Seller's present or former businesses other than the Business, including all payroll and payroll related Taxes, all income Tax Liabilities; all trade accounts payable related to the Business; and all Liabilities of Seller arising under this Agreement and/or the Ancillary Agreements.

Section 1.5 Performance of Excluded Liabilities. Seller will pay, perform and discharge as and when due all of the Excluded Liabilities.

ARTICLE II PURCHASE PRICE

Section 2.1 Purchase Price. The aggregate consideration to be provided by Purchaser to Seller, as specified below, in consideration of the Acquired Assets (the "Purchase Price") consists of:

(a) Cash in the aggregate amount equal to \$600,000 (the "Cash Payment"), to be paid in accordance with Section 3.2(a) and Section 3.3;

(b) Cash in the aggregate amount of \$488,102.27, representing the sum of the Payroll and Unpaid Taxes and Trade Accounts Payable (collectively, the "Liability Satisfaction Amount").

(c) The forgiveness by Purchaser of its note receivable in the principal amount of \$500,000 (the “\$500,000 Note”);

(d) The forfeit of 500,000 shares of common stock, no par value, of Seller, held by Purchaser (the “500,000 Shares”);

(e) The potential Earn-Out Payments to Seller referenced in Section 2.2; and

(f) The assumption by Purchaser of the Assumed Liabilities.

Section 2.2 Earn-Out Payments. As part of the Purchase Price, Seller may be entitled to receive additional payments (each, an “Earn-Out Payment” and, collectively, the “Earn-Out Payments”) from Purchaser up to the maximum aggregate amount of \$1,500,000 for each Earn-Out Period pursuant to the following terms and conditions:

(a) The aggregate amount of each Earn-Out Payment, if any, shall be paid by Purchaser and delivered to Seller as follows:

(i) During the First Earn-Out Period, 25% of the Earn-Out Payment shall be due if 50% of the First Earn-Out Net Sales Target is reached, 50% of the Earn-Out Payment shall be due if 75% of the First Earn-Out Net Sales Target is reached; and the remainder of the Earn-Out Payment shall be due if 100% of the First Earn-Out Net Sales Target is reached; and

(ii) During the Second Earn-Out Period, 25% of the Earn-Out Payment shall be due if 50% of the Second Earn-Out Net Sales Target is reached, 50% of the Earn-Out Payment shall be due if 75% of the Second Earn-Out Net Sales Target is reached; and the remainder of the Earn-Out Payment shall be due if 100% of the Second Earn-Out Net Sales Target is reached.

(iii) Each of the two Earn-Out Payments, if any, shall be made within 30 days following the completion and resolution of any dispute of the computation of the Actual Net Sales for the applicable Earn-Out Period.

(iv) For purposes of Section 2.2, the computation of Actual Net Sales for each Earn-Out Period shall be made by Purchaser within 90 days after the end of the applicable Earn-Out Period and Purchaser shall at such time notify Seller in writing as to an Earn-Out Payment, if any, to be made under this Agreement. Purchaser shall compute each Earn-Out Payment in accordance with the United States generally accepted accounting principles (“GAAP”) and deliver back up materials to Seller reflecting how the calculation was made. Seller shall have a period of ten days after receipt of the computation of Actual Net Sales to review it and make any objections Seller may have in writing to Purchaser. Any such objections shall be made to Purchaser. If any written objection to the computation of Actual Net Sales is delivered by Seller to Purchaser within such ten-day period, then Seller and Purchaser shall attempt to resolve the matter or matters in dispute. If no written objections are made by Seller within such ten-day period, then the Actual Net Sales calculation delivered to Seller shall be final and binding on the Parties. If disputes with respect to the computation of Actual Net Sales cannot be resolved by Seller and Purchaser within 30 days after the delivery of any objection to any computation of Actual Net Sales, then, within ten days after the expiration of the 30-day period, the specific matters in dispute shall be submitted jointly by Seller and Purchaser to a nationally recognized independent accounting firm selected by Purchaser, which firm shall render its opinion as to such matters as expeditiously as possible and in any event within 30 days of submission. Based on such opinion, such independent accounting firm will then send to Seller

and Purchaser its determination on the specified matters in dispute, which determination shall be final and binding on the Parties and such independent accounting firm's computation of the Actual Net Sales shall be deemed fixed for purposes of determining the amount, if any, of each Earn-Out Payment. The fees and expenses of such independent accounting firm shall be paid one-half by Seller and one-half by Purchaser. Earn-Out Payments, if any, shall be made within 30 days following the completion and resolution of any dispute of the computation of the Actual Net Sales for the applicable Earn-Out Period.

(b) For illustration purposes only:

(i) If Actual Net Sales during the First Earn-Out Period are \$10,000,000, and if Actual Net Sales during the Second Earn-Out Period are \$21,000,000, then the aggregate amount of Earn-Out Payments due for the First Earn-Out Period and Second Earn-Out Period would be \$750,000.

(ii) If Actual Net Sales during the First Earn-Out Period are \$22,000,000, and if Actual Net Sales during the Second Earn-Out Period are \$29,000,000, then the aggregate amount of Earn-Out Payments due for the First Earn-Out Period and Second Earn-Out Period would be \$3,000,000.

(c) For each of the following periods, calendar year 2012, the First Earn-Out Period and the Second Earn-Out Period, the SG&A/Net Revenue Ratio of the Business Products shall be maintained at a level comparable to the SG&A/Net Revenue Ratio of the Rubbermaid Medical Solutions ("RMS") business (as measured excluding the Business Products) subject to Purchaser's reasonable discretion; *provided, however*, that if at any time during any Earn-Out Period, the projected annual net sales of the Business Products exceed the annual net sales targets set forth above by more than 30%, Purchaser may, after consultation in good faith with Seller, equitably adjust the amount of SG&A/Net Revenue Ratio of the Business Products to a ratio that will not adversely affect Seller's ability to receive an Earn-Out Payment.

(d) If Parent shall become the subject of a Change of Control which (a) occurs prior to the end of First Earn-Out Period, Seller shall be entitled to full amount of the Earn-Out Payments for each Earn-Out Period as if Seller achieved the First Earn-Out Net Sales Target and the Second Earn-Out Net Sales Target; or (b) occurs after the end of the First Earn-Out Period and prior to the end of the Second Earn-Out Period, Seller shall only be entitled to the all of the second Earn-Out Payment for the Second Earn-Out Period only as if Seller achieved the Second Earn-Out Net Sales Target. For the avoidance of doubt, if any Change of Control shall occur after the Second Earn-Out Period, no amount shall be due or owing to Seller upon a Change of Control.

Section 2.3 Certain Earn-Out Payment Definitions.

(a) "Actual Net Sales" means the cumulative net sales, calculated in accordance with GAAP and consistent with Purchaser's accounting policies to the extent not inconsistent with GAAP, of (i) the products of the Business as of the date hereof and any modifications thereof, and (ii) any new products developed by the Purchaser that are derived predominately from the current products of the Business (collectively, the "Business Products") during the applicable Earn-Out Period.

(b) "Earn-Out Period" means, collectively, the First Earn-Out Period and the Second Earn-Out Period.

(c) “First Earn-Out Net Sales Target” means \$21,000,000 or more of Actual Net Sales during the First Earn-Out Period.

(d) “First Earn-Out Period” means the one-year period beginning on January 1, 2013 and ending on December 31, 2013.

(e) “Second Earn-Out Net Sales Target” means \$27,000,000 or more of Actual Net Sales during the Second Earn-Out Period.

(f) “Second Earn-Out Period” means the one-year period beginning on January 1, 2014 and ending on December 31, 2014.

(g) “SG&A” means selling, general and administrative expenses, as determined in accordance with GAAP and consistent with Purchaser’s accounting policies to the extent not inconsistent with GAAP.

(h) “SG&A/Net Revenue Ratio” means, for each Earn-Out Period, the ratio, expressed as a percentage, of the consolidated aggregate annual SG&A, to the consolidated aggregate annual net revenues for such Earn-Out Period determined in accordance with GAAP and consistent with Purchaser’s accounting policies to the extent not inconsistent with GAAP.

Section 2.4 Right of Setoff. With respect to any amounts which become due and payable by Purchaser to Seller hereunder or in connection with the transactions contemplated by this Agreement, Purchaser shall have a right to setoff against any amounts due and payable by Purchaser to Seller.

Section 2.5 Allocation of Purchase Price. Within 60 days following the date hereof, the parties shall agree to a schedule allocating the Purchase Price among the Acquired Assets, which such allocation shall be consistent with GAAP. Except as otherwise required by law or pursuant to a “determination” under Section 1313 of the Internal Revenue Code of 1986, as amended (the “Code”), or upon agreement of the Parties, Purchaser and Seller will agree to act, and will cause their Affiliates to act, in accordance with such allocations for all Tax purposes, and neither Purchaser nor Seller will take any position inconsistent therewith in any Tax Return or similar filing, any refund claim, any litigation or otherwise.

ARTICLE III DELIVERIES

Section 3.1 Deliveries by Seller. Seller is hereby delivering to Purchaser the following:

(a) Bills of sale and instruments of assignment and transfer as may be reasonably necessary to vest in Purchaser all of Seller’s right, title and interest in and to the Acquired Assets, in each case, in form and substance reasonably satisfactory to Purchaser, duly executed by Seller;

(b) An Assignment of Intellectual Property Assets, in form and substance reasonably satisfactory to Purchaser (the “Assignment of I.P. Assets”), duly executed by Seller;

(c) Executed offer letters and/or non-disclosure or confidentiality agreements, as applicable, between Purchaser and the Persons identified in Section 3.1(c) of the Disclosure Schedule (the “Independent Party Agreements”);

(d) Retention and confidentiality agreement(s) and/or consulting agreement(s) (the “Employment Related Agreements”), with each of, and duly executed by, the individuals identified in Section 3.1(d) of the Disclosure Schedule;

(e) A certificate executed by the secretary or an assistant secretary of Seller certifying as of the date hereof (i) a true and complete copy of the certificate of incorporation of Seller, (ii) a true and complete copy of the bylaws or other similar governing documents of Seller, (iii) a true and complete copy of the resolutions of the board of directors of Seller authorizing the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby, and (iv) incumbency matters;

(f) Certificate of the appropriate Governmental Authority certifying the existence and good standing of Seller in the State of Georgia, dated as of a date within ten days of the date hereof;

(g) Copies of any third-party waivers and/or consents listed on Section 3.1(g) of the Disclosure Schedule, in each case in form and substance reasonably satisfactory to Purchaser;

(h) Certificates of title or origin (or similar documents) with respect to any Acquired Assets for which a certificate of title or origin is required in order to transfer title;

(i) Lien release letters and termination statements sufficient to release all Liens on the Acquired Assets, in each case in form and substance reasonably satisfactory to Purchaser;

(j) Waivers from a third party to any Contract for which Seller has not met or exceeded Seller’s minimum purchase commitments;

(k) Resolutions duly approved by all of the Shareholders authorizing the execution, deliver and performance by Seller of this Agreement, specifically approving the terms of ARTICLE VIII of this Agreement, and granting a release and assignment to Purchaser in connection with this transaction in substantially in the form set forth in Section 6.11 of the Agreement;

(l) A signed sales agent agreement from Enterprise Collaboration Solutions in substantially the form and substance agreed to by Purchaser and Hicks (the “Sales Agent Agreement”);

(m) Confirmation that the virtual data room of Seller has been permanently locked and an electronic copy of the documents included in the data room delivered via zip file, DVD or other electronic delivery format, as agreed by the parties; and

(n) All other records, agreements, certificates, instruments and other documents required to be delivered under this Agreement or as reasonably requested by Purchaser.

Section 3.2 Deliveries by Purchaser. Purchaser is hereby delivering to Seller:

(a) The Liability Satisfaction Amount, the \$500,000 Note, the 500,000 Shares, and any instruments evidencing the Purchase Price, including the assumption by Purchaser of the Assumed Liabilities, duly executed by Purchaser;

(b) The Assignment of I.P. Assets, duly executed by Purchaser;

(c) The Independent Party Agreements;

(d) The Employment Related Agreements, duly executed by Purchaser, as may be applicable;

(e) The Sales Agent Agreement;

(f) A certificate executed by the corporate secretary or an assistant secretary of Purchaser certifying as of the date hereof (i) a true and complete copy of the operating agreement of Purchaser, (ii) a true and complete copy of the resolutions of the sole member of Purchaser authorizing the execution, delivery and performance by Purchaser of this Agreement and the consummation of the transactions contemplated by this Agreement and (iii) incumbency matters;

(g) Certificates of the appropriate Governmental Authority certifying the existence and good standing of Purchaser in the State of Delaware dated as of a date within ten days of the date hereof; and

(h) All other records, agreements, certificates, instruments and other documents required to be delivered under this Agreement or as reasonably requested by Seller.

Section 3.3 Payment of Cash Payment. Upon receipt of the Liability Satisfaction Amount, Seller shall promptly pay all Payroll and Unpaid Taxes and Trade Accounts Payable and, upon Purchaser's receipt of documentation satisfactory to it that Seller has made such payments, Seller shall be entitled to the Cash Payment. "Payroll and Unpaid Taxes" means all outstanding amount of unpaid payroll and unpaid payroll and payroll-related Taxes of Seller through the date of this Agreement (the sum of which is \$190,784.78). "Trade Accounts Payable" means all outstanding accounts payable and accrued expenses of the Business through the date of the Agreement as set forth on Section 3.3 of the Disclosure Schedule (the sum of which is \$297,317.49).

Section 3.4 Closing. The Closing of Purchaser's acquisition of the Business shall be deemed to have occurred at 12:01 a.m. as of the date of this Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows:

Section 4.1 Organization and Good Standing. Seller (a) is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia and (b) has full power and authority to own, operate and lease its properties and carry on the Business as it is now being conducted. Seller is currently qualified or licensed as a foreign corporation in any state in which its right, title or interest in or to any Acquired Asset or the conduct of the Business by it requires it to be so qualified or licensed. Seller has heretofore delivered to Purchaser complete and correct copies of the certificate of incorporation and the by-laws (or similar organizational documents) of Seller as presently in effect.

Section 4.2 Authorization; Valid and Binding Agreement. Seller has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Ancillary Agreements, and to consummate the transactions contemplated by this Agreement and the Ancillary Agreements. The execution, delivery and performance of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated by this Agreement and by the Ancillary Agreements have been duly and validly authorized by all necessary action on the part of Seller, and no other approval on the part of Seller is necessary for the execution, delivery and

performance of this Agreement and the Ancillary Agreements and the transactions contemplated by this Agreement and by the Ancillary Agreements. This Agreement constitutes, and upon their execution and delivery, the Ancillary Agreements will constitute, a valid and binding agreement of Seller, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and to general principles of equity.

Section 4.3 No Violations. Neither the execution of this Agreement or the Ancillary Agreements nor the consummation of the transactions contemplated by this Agreement or by the Ancillary Agreements (a) violates or will violate the certificate of incorporation, bylaws or other similar governing documents of Seller, (b) except as set forth on Section 4.3 of the Disclosure Schedule, violates, conflicts with, constitutes or will constitute a breach or violation of any term or provision of, or a default under, acceleration, termination or modification of the terms of, or entitle any party to declare such a default, or to accelerate, terminate or modify the terms of or under (in each case with or without notice or lapse of time or both), any provision of any Contract or other obligation to which Seller is a party, including the Business Contracts, or by which Seller or any of the Acquired Assets are or may be bound or affected, (c) violates or will violate, or conflict with any Applicable Law of any foreign, federal, state or local governmental or regulatory body, department, bureau, office, administrative agency, court or authority or body (each, a "Governmental Authority") having jurisdiction over Seller, the Business or any of the Acquired Assets, (d) violates any permits that are (i) currently issued to Seller or (ii) required for Seller to lawfully conduct and operate the Business in the manner it currently conducts and operates such Business or to permit it to own and use the Acquired Assets in the manner it currently owns and uses them or (e) results in the creation or imposition of any Liens with respect to any of the Acquired Assets, other than Permitted Liens.

Section 4.4 Consents. Except as set forth on Section 4.4 of the Disclosure Schedule, no notices, reports, registrations or other filings are required to be made by Seller with, nor are any consents, approvals or authorizations required to be obtained by Seller from, any Governmental Authority or any other Person, in connection with the execution, delivery or performance by Seller of this Agreement or any Ancillary Agreement.

Section 4.5 Financial Statements.

(a) Attached to this Agreement as Section 4.5(a) of the Disclosure Schedule are balance sheet of the Business as of December 31, 2010, and statement of income and statement of cash flow of the Business for the year ended December 31, 2010, together with any notes to such financial statements, if any (the balance sheet of the Business as of December 31, 2010 is referred to herein as the "Historical Balance Sheet," the financial statements described in this clause (a) are collectively referred to herein as the "Historical Financial Statements," and December 31, 2010 is referred to herein as the "Balance Sheet Date"), and (b) the balance sheet of the Business as of July 31, 2011 and the statements of income and statement of cash flow of the Business for the period ended July 31, 2011, together with any notes to such financial statements, if any (the financial statements described in this clause (b) are collectively referred to herein as the "Interim Financial Statements") (all of the financial statements described in this sentence are collectively referred to herein as the "Financial Statements").

(b) Each of the Financial Statements present fairly in all material respects the financial condition of the Business as of the dates or for the periods presented, and has been prepared in accordance with GAAP. The books and records of the Business accurately and fairly reflect, in reasonable detail, all transactions and items of income and expense, assets and liabilities and amounts related to the Business. Seller has properly reflected cash of the Business on its Balance Sheet in Accordance with GAAP and no cash or cash equivalents are on its Balance Sheet as of the date hereof.

Section 4.6 Inventory. The Inventory (a) consists of all raw material, work-in-process, finished goods, packaging materials, parts, accessories and miscellaneous inventories owned or used by Seller in connection with its conduct of the Business, (b) is carried on the books of Seller in the aggregate at the lower of their cost or market value (determined on a first-in, first-out (FIFO) basis) and (c) and is of a quality and quantity usable and salable at customary gross margins in the Ordinary Course of Business; *provided*, that all damaged, obsolete and slow-moving Inventory has been written down to its net-realizable value. All such Inventory is owned free and clear of all Liens (other than Permitted Liens) and, except as set forth on Section 4.6 of the Disclosure Schedule, is located at the Leased Real Property.

Section 4.7 Accounts Receivable. The Accounts Receivable reflected on the Balance Sheet and arising after the Balance Sheet Date (all of which Accounts Receivable are set forth on Section 4.7 of the Disclosure Schedule) arose in the Ordinary Course of Business, are not subject to any factoring or similar arrangement, and represent bona fide claims against debtors for sales made, services performed or other charges arising on or before the date hereof, and all of the goods delivered and services performed that give rise to such accounts were delivered or performed in all material respects in accordance with applicable orders, Contracts or customer requirements. The goods not delivered that have given rise to Accounts Receivable and remain deliverable to the applicable customers are set forth in Section 4.7 of the Disclosure Schedule. The amounts due, or to become due, in respect of such Accounts Receivable will not be subject to any valid claims dispute, set-offs or other defenses or counterclaims other than returns in the Ordinary Course of Business, and payment will not be contingent upon the fulfillment of any other agreement, past or future, except to the extent provision is made therefore in the Interim Financial Statements. Since the Balance Sheet Date, (a) there have not been any write-offs as uncollectible of any Accounts Receivable, except for write-offs in the Ordinary Course of Business and (b) there has not been a material change in the aggregate amount of Accounts Receivables and amounts owing to Seller or the aging thereof.

Section 4.8 Subsidiaries and Investments. The Acquired Assets do not include the capital stock or any equity interest in any Person.

Section 4.9 Absence of Certain Developments. Since the Balance Sheet Date, except as expressly contemplated by this Agreement or as set forth in Section 4.9 of the Disclosure Schedule, Seller has conducted the Business in the Ordinary Course of Business.

Section 4.10 No Undisclosed Liabilities. Except as described in Section 4.10 of the Disclosure Schedule or to the extent reflected or reserved against on the Balance Sheet, Seller does not have any Liabilities with respect to the Business except for: (a) trade accounts payable incurred in the Ordinary Course of Business after July 31, 2011 and not discharged since July 31, 2011, (b) Liabilities under the executory portion of any Business Contract, (c) unpaid payroll and payroll tax liabilities and (d) Liabilities under the executory portion of permits issued to, or entered into by, Seller.

Section 4.11 Contracts.

(a) Section 4.11 of the Disclosure Schedule contains a true and complete list of all written Business Contracts (other than purchase orders executed in the Ordinary Course of Business) to which Seller is a party or by which Seller is bound, copies of which have been made available to Purchaser.

(b) Each of the Business Contracts required to be set forth on a Disclosure Schedule is in full force and effect in all material respects and constitutes the legal, valid and binding obligation of Seller and, to the Knowledge of Seller, each other party thereto, enforceable in accordance with its terms,

except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium, receivership and similar laws affecting the enforcement of creditors' rights generally and to general equitable principles. Except as disclosed in Section 4.4 of the Disclosure Schedule, (i) each such Contract is assignable to Purchaser and will continue to be valid, existing and in full force and effect on identical terms immediately following the consummation of the transactions contemplated by this Agreement, (ii) neither Seller nor, to Knowledge of Seller, any other party to such Contract is in material breach of or default under such Contract, and no event has occurred which with notice or lapse of time would constitute a material breach or default by Seller, or, to the Knowledge of Seller, any other party to such Contract, or permit termination, modification or acceleration by any other party under such Contract and (iii) Seller has met or exceeded its minimum purchase requirements under any and all Business Contracts.

Section 4.12 Equipment. All Equipment is in good condition and working order (reasonable wear and tear excepted) and suitable for the operation of the Business as currently being conducted.

Section 4.13 Real Property. Seller does not own any real property used in connection with the Business. The office and warehouse lease set forth in included in the Disclosure Schedule is the only real property leased or subleased by or to Seller and used in connection with the Business (the "Leased Real Property") and each real estate lease and sublease related thereto (the "Real Estate Lease"). Seller has delivered or made available to Purchaser true and complete copy of the Real Estate Lease, and all amendments or modifications thereto.

Section 4.14 Intellectual Property.

(a) "Intellectual Property" means any and all (i) patents, (ii) trademarks, service marks, trade names, certification marks, collective marks, d/b/a's, symbols, brand names, trade dress, slogans, logos and internet domain names and URLs, and other indicia of origin, (iii) inventions, discoveries, ideas, processes, formulae, designs, models, industrial designs, know-how, confidential and/or proprietary information, trade secrets, customer lists and confidential information, whether or not patented or patentable, (iv) copyrights, writings and other copyrightable works and works in progress, databases and software, (v) all other intellectual property rights and foreign equivalent or counterpart rights and forms of protection of a similar or analogous nature or having similar effect in any jurisdiction throughout the world, (vi) all registrations and applications for registration of any of the foregoing, (vii) any renewals, extensions, continuations, continuations-in-part, modifications, divisionals, reexaminations or reissues or equivalent or counterpart of any of the foregoing in any jurisdiction throughout the world, and (viii) all other intellectual property or proprietary rights and claims or causes of actions arising out of or related to any infringement, misappropriation or other violation of any of the foregoing, including rights to recover for past, present and future violations thereof. The term "Business IP" means any Intellectual Property owned or used by Seller in the conduct of the Business. The term "IT Systems" means electronic data processing, information, record keeping, communications, telecommunications, account management, inventory management and other computer systems (including all computer programs, software and source and object codes with respect to such software, databases, firmware, hardware and related documentation) and internet websites and related content.

(b) Section 4.14(b) of the Disclosure Schedule sets forth a true and complete list of the following Business IP: (i) utility patents and applications for such Business IP, (ii) design patents and applications for such Business IP, (iii) utility models and applications for such Business IP, (iv) registered trademarks, registered trade names and registered service marks, applications for such Business IP and unregistered trademarks and service marks, (v) registered copyrights and applications for such Business IP and (vi) domain names, URLs and domain name registrations. Section 4.14(b) of the Disclosure

Schedule identifies the record and beneficial owner of each item listed thereon and, in the case of patents, registrations and applications, the application, patent or registration number and date. The Business IP set forth on Section 4.14(b) of the Disclosure Schedule is owned by Seller free and clear of all Liens other than Permitted Liens, and except for fees and costs required to prosecute and maintain such Business IP in effect, neither Seller is obligated to make any payments of any kind in respect thereof.

(c) All Business IP which is issued, registered, renewed or the subject of a pending application (“Registered”) is subsisting. To the Knowledge of Seller, all Registered Business IP is valid and enforceable. No such Business IP has been abandoned, canceled or adjudicated invalid (excepting any expirations in the ordinary course), or is subject to any outstanding order, judgment or decree restricting its use or adversely affecting or reflecting Seller’s rights thereto. Any Business IP which is material to the Business has been Registered.

(d) No IP Suit is pending or has been threatened in writing or asserted. To the Knowledge of Seller, no valid basis for any such IP Suits or claims exists. The operation of the Business does not infringe, misappropriate or otherwise violate or conflict with the Intellectual Property of any third party. To the Knowledge of Seller, no Person is violating any Business IP.

(e) Except as set forth in Section 4.14(j) of the Disclosure Schedule, Seller owns or otherwise holds valid rights to use all material Business IP (and, to the Knowledge of Seller, all Business IP) used or contemplated to be used in the Business, and the consummation of the transactions contemplated by this Agreement will not conflict with, alter or impair any such rights or entitle any other party to terminate or modify any such Contract with respect thereto. All such rights are fully assignable by Seller to any Person, without payment, consent of any Person or other condition or restriction.

(f) Seller has timely made all filings and payments with the appropriate foreign and domestic agencies required to maintain in subsistence all Registered Business IP set forth on Section 4.14(b) of the Disclosure Schedule. Seller is the sole owners of record of any Registered Business IP, and have properly executed and recorded in appropriate government offices all documents necessary to perfect Seller’s title to such Business IP.

(g) To the Knowledge of Seller, no unauthorized disclosure of any trade secrets used in the Business (“Business Trade Secrets”) has been made. Seller has taken all steps required in accordance with sound business practice to establish policies and procedures requiring employees and agents with access to the Business IP to maintain the confidentiality of the Business Trade Secrets, non-public information relating to the Business IP and the inventions, know how and other proprietary rights of Seller, and to appropriately restrict the use thereof.

(h) No Shareholder (other than Purchaser) or current employee of Seller, and, to the Knowledge of Seller, no former employee of Seller, is or was a party to any confidentiality agreement and/or agreement not to compete that restricts or forbids, or restricted or forbade at any time during such employee’s employment by Seller such employee’s performance of the business of Seller, or any other activity that such employee was hired to perform or otherwise performed on behalf of or in connection with such employee’s employment by Seller. Any rights to any Intellectual Property relating to the Business created, directly or indirectly, by any employee and any Shareholder (other than Purchaser) has been fully and completely assigned to Seller.

(i) The material IT Systems, and, to the Knowledge of Seller, all IT Systems, owned by or licensed to Seller are adequate in all material respects for their intended use and for the operation of the Business as currently operated, and are in good working condition (normal wear and tear excepted).

(j) Any Intellectual Property which has been created by any independent contractor or other third party for Seller, other than intellectual property owned by third parties and licensed to Seller pursuant to license agreements described in Section 4.14 of the Disclosure Schedule, is the subject of a proper written assignment and/or work made for hire agreement prescribing that Seller is the owner of such intellectual property.

Section 4.15 Title to and Sufficiency of Assets. Seller has good, valid and marketable title (subject to no Liens or claims of whatever nature other than Permitted Liens) to all of the Acquired Assets. The Acquired Assets include all assets, properties, rights, Intellectual Property, IT Systems, Contracts and claims necessary to conduct the Business as presently conducted.

Section 4.16 Employee Benefits. Section 4.16 of the Disclosure Schedule contains a list of each employee benefit plan, including each employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 (“ERISA”), each deferred compensation, bonus, severance, stock option, restricted stock, performance share, phantom stock or incentive plan, profit sharing, supplemental retirement, employment agreement, severance or retention agreement, medical, hospitalization, life, disability or other insurance plan, vacation, paid time off and salary continuation arrangement, or other employee benefit or fringe benefit program, agreement arrangement or policy, in each case which is or has been maintained for any Business Employee or to which Seller has made or was required to make contributions for any Business Employee, at any time during the three-year period ending on the date hereof (each a “Benefit Plan”, and collectively, the “Benefit Plans”). The consummation of the transactions described in this Agreement will not result in the obligation to pay, vest or accelerate any benefit under or in connection with any Benefit Plan or will restrict Seller’s ability to terminate the employment of any employee for any reason with no liability.

Section 4.17 Employees and Labor. Section 4.17 of the Disclosure Schedule sets forth a true and complete list of the names, hire dates, current salary and/or wage rates, bonus entitlement, titles, accrued vacation pay and active or inactive status of all present employees of Seller and to whom Purchaser may offer employment (each such person being referred to as an “Business Employee”). Except as set forth on Section 4.17 of the Disclosure Schedule, Seller has complied with all Applicable Laws relating to the employment of labor in all material respects with respect to the Business Employees. The employment of each Business Employee is terminable at will without cost to Seller except the payment of accrued salaries or wages and vacation pay. All independent contractors who have worked for Seller at any time are and have been properly classified as independent contractors pursuant to all applicable regulations.

Section 4.18 Insurance. Section 4.18 of the Disclosure Schedule is a true and complete list of all insurance policies in force with respect to the Business or any of the Acquired Assets (the “Insurance Policies”), specifying the type of coverage, the amount of coverage, the premium, the insurer and the expiration date of each such policy. Copies of (i) all such Insurance Policies and pending applications, if any, and (ii) a summary of the loss experience of Seller for the last three years under such Insurance Policies have been made available to Purchaser. No notice of cancellation or termination of any Insurance Policies has been received by Seller with respect to any such policy, and each such Insurance Policy is legally valid, binding, enforceable and in full force and effect. During the past three years, Seller has not been denied insurance for any reason with respect to any Insurance Policy for which it applied for the Business. Seller is not in breach or default under any Insurance Policy, and, to the Knowledge of Seller, no event has occurred which, with notice or the lapse of time, would constitute such a breach or default or permit termination, modification or acceleration, under any such Insurance Policy; and, except with respect to Seller’s former D&O insurance, Seller has not received any notice from the insurer disclaiming coverage or reserving rights with respect to a particular claim or such policy in general. Within the last three years, in connection with the conduct of

the Business, Seller has not incurred any material loss, damage, expense or liability known to Seller and covered by any such Insurance Policy for which it has not properly asserted a claim under such Insurance Policy.

Section 4.19 Taxes.

(a) Seller has (i) filed (or has had filed on its behalf) on a timely basis including proper extensions, all Tax Returns as required to be filed by it in connection with the Business, and all such Tax Returns reflect accurately all liability for Taxes of Seller required to be shown thereon and are true and complete in all respects, (ii) paid all Taxes attributable to Seller or the Business required to be paid, (iii) set-up adequate reserves or accruals for all Taxes payable by Seller whether or not shown on any Tax Return and (iv) complied fully with all applicable Tax laws and agreements.

(b) No claim has ever been made by an authority in any jurisdiction where Seller does not file Tax Returns that Seller is or may be subject to taxation by that jurisdiction. Seller has withheld and paid all Taxes or other amounts required to have been withheld and paid in connection with amounts paid or owing to any employee or otherwise.

(c) No federal, state, local or foreign audits, examinations or other proceedings are pending, or to the Knowledge of Seller threatened, with regard to any Taxes or Tax Returns of Seller related to the Business, and Seller has not, within the past 12 months, been contacted in writing by, or is currently corresponding with, any state or local government with respect to its requirement to file Tax Returns or to pay any Taxes with respect to the Business.

(d) There are no outstanding written requests, agreements, consents or waivers to extend the statutory period of limitations applicable to the assessment of any Taxes or deficiencies against Seller relating to the Business.

(e) All Taxes that Seller is required by Applicable Law to withhold or collect in connection with the Business, including sales and use Taxes and amounts required to be withheld for Taxes of Business Employees, independent contractors, creditors, stockholders or other third persons have been duly withheld or collected and, to the extent required, have been paid over to the proper Governmental Authority or are held separately or reserved for such purpose.

(f) There are no Liens for Taxes upon the Acquired Assets, except Liens for Taxes not yet due and payable and Liens for Taxes that are being contested in good faith.

Section 4.20 No Litigation. Except as set forth in Section 4.20 of the Disclosure Schedule, there are no claims, actions, suits, proceedings or notices of investigations or violations or legal, administrative or arbitration proceedings or settlements or consent decrees pending or, to the Knowledge of Seller, threatened against Seller or against or affecting the Business or any Acquired Assets at law or in equity or admiralty or before any Governmental Authority. Except as set forth in Section 4.20 of the Disclosure Schedule, there are no outstanding orders, awards, judgments, writs, injunctions or decrees of any arbitrator or Governmental Authority attributable or referable to, involving or affecting the Business or the Acquired Assets.

Section 4.21 Environmental, Health and Safety Matters. Seller is conducting, and at all times have conducted, the Business and operated the Acquired Assets in compliance with all Environmental Laws and Environmental Permits. Seller has not received any notice, citation, inquiry or complaint regarding any noncompliance or violation or liability or obligation (or potential liability or obligation) under or relating to any Environmental Law or Environmental Permit, or any liabilities or

potential liabilities for personal injury, property damage, nuisance, or investigatory or cleanup obligations arising under or relating to Environmental Laws and there are no facts or circumstances which could be the basis for such a notice, citation, inquiry or complaint, in each case relating to the Business or the Leased Real Property or the Acquired Assets. There is no present or ongoing investigation, review or proceeding that could reasonably be expected to result in a notice, citation, inquiry or complaint of non-compliance or violation or liability or obligation (or potential liability or obligation) under or relating to any Environmental Law or Environmental Permit.

Section 4.22 Product Warranties. Except as set forth in Section 4.22 of the Disclosure Schedule, (a) Seller has not made any written or oral warranties with respect to products of the Business sold by Seller prior to the date hereof which are in force as of the date hereof and (b) there are no claims asserting product or service defects pending, anticipated or, to Knowledge of Seller, threatened against Seller with respect to the products or services of the Business sold or services performed by Seller prior to the date of this Agreement. No products of the Business manufactured or sold by Seller in the last five years contain a pattern of defects in design, workmanship or materials (including in the parts and components incorporated into such products) which could cause damage, malfunction or failure in such products (or in any part or component of such products) significantly in excess of the historical pattern of warranty claims experienced by Seller with respect to such types of defects. There have been no product recalls relating to the products of the Business produced or sold by Seller (including in the parts and components incorporated into such products).

Section 4.23 Compliance with Laws. Seller and the products of the Business are and have at all times been in material compliance with all Applicable Laws applicable to it or to the conduct of the Business or the ownership or use of any of the Acquired Assets.

Section 4.24 Brokers and Finders. Neither Seller nor any of Seller's officers, directors or employees has employed any broker, investment banker, intermediary, finder or similar firm acting on behalf of Seller or incurred any liability for any brokerage fees, commissions, finders' fees or similar fee, directly or indirectly, in connection with this Agreement or the transactions contemplated by this Agreement.

Section 4.25 Full Disclosure. No representation or warranty by Seller in this Agreement or in any Ancillary Agreement contains any untrue statement of a material fact or omits to state a fact necessary in order to make the statements contained therein not misleading. To the Knowledge of Seller, there is no fact which materially and adversely affects the Business or any Acquired Asset which is not set forth in this Agreement or in the Disclosure Schedule.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller as follows:

Section 5.1 Organization and Good Standing. Purchaser is a Delaware limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware.

Section 5.2 Authorization; Valid and Binding Agreement. Purchaser (or its applicable Affiliate) has full power and authority to execute, deliver, and perform its obligations under this Agreement and the Ancillary Agreements, and to consummate the transactions contemplated by this Agreement and by the Ancillary Agreements. The execution, delivery, and performance of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated by

this Agreement and the Ancillary Agreements have been duly and validly authorized by all necessary action on the part of Purchaser (or its applicable Affiliate), and no other approval on the part of Purchaser (or its applicable Affiliate) is necessary for the execution, delivery and performance of this Agreement and the Ancillary Agreements and the transactions contemplated by this Agreement and by the Ancillary Agreements. This Agreement constitutes, and upon their execution and delivery the Ancillary Agreements will constitute, a valid and binding agreement of Purchaser (or its applicable Affiliate), enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and to general principles of equity.

Section 5.3 No Violations. Neither the execution of this Agreement nor the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements (a) violates or will violate the operating agreement of Purchaser (or its applicable Affiliate), (b) violates, conflicts with, constitutes or will constitute a breach or violation of any term or provision of, or a default under, acceleration, termination or modification of the terms of, or entitle any party to declare such a default, or to accelerate, terminate or modify the terms of or under (in each case with or without notice or lapse of time or both), any provision of any indenture, mortgage, lease, license, contract, loan, note, bond, agreement, instrument or other obligation to which Purchaser (or its applicable Affiliate) is a party, or by which it or any of its assets and properties are or may be bound or affected, (c) violates or will violate, or conflict with any Applicable Law of any Governmental Authority having jurisdiction over Purchaser (or its applicable Affiliate), (d) violates any material Permit from any Governmental Authority issued to Purchaser (or its applicable Affiliate) or required for Purchaser (or its applicable Affiliate) to lawfully conduct and operate its business in the manner it currently conducts and operates such business or to permit it to own and use its assets in the manner it currently owns and uses them or (e) results in the creation or imposition of any Liens with respect to any of the assets or properties of Purchaser (or its applicable Affiliate).

Section 5.4 No Litigation. There are no claims, actions, suits, proceedings or notices of investigations or violations or legal, administrative or arbitration proceedings or settlements or consent decrees pending or, to Purchaser's knowledge, threatened against Purchaser which, if decided adversely to Purchaser, would prohibit the transactions contemplated by this Agreement or which is reasonably likely to have a Material Adverse Effect on Purchaser's ability to consummate the transactions contemplated by this Agreement.

Section 5.5 Brokers and Finders. Neither Purchaser nor any of its officers, directors or employees has employed any broker, investment banker, intermediary, finder or firm acting on behalf of Purchaser or incurred any liability for any brokerage fees, commissions, finders' fees or similar fee, directly or indirectly, in connection with this Agreement or the transactions contemplated by this Agreement.

ARTICLE VI CERTAIN AGREEMENTS

Section 6.1 Third-Party Consents.

(a) Notwithstanding anything in this Agreement to the contrary, to the extent that (i) any Business Contract may not be properly assigned or transferred without the consent of a third-party, or if the assignment or attempted assignment of any Business Contract, or the transfer, attempted transfer or deemed transfer of any Acquired Asset or Business Contract would constitute a violation or breach of any Business Contract or a violation of Applicable Law, nothing in this Agreement will constitute an assignment or an attempted assignment or deemed assignment thereof and, except as provided for in

Section 6.1(c), Purchaser will not assume or be deemed to assume any liabilities or obligations thereunder or in connection therewith until properly assigned or transferred. In any such case, commencing on the date hereof and for a period of 12 months thereafter, Seller and Purchaser will use commercially reasonable efforts to obtain any such consents.

(b) To the extent that the consents described in Section 6.1(a) are not obtained prior to date hereof, Seller will use commercially reasonable efforts to (i) provide Purchaser with the economic benefits of any such Acquired Asset or Business Contract until its termination date, (ii) cooperate in any lawful arrangement designed to provide such benefits to Purchaser and (iii) enforce, at the request and cost of and for the account of Purchaser, any rights of Seller arising from any such Acquired Asset or Business Contract against any third party, including the right to elect to terminate in accordance with the terms thereof upon the advice of Purchaser.

(c) To the extent that Purchaser is provided the benefits of any Acquired Asset or Business Contract pursuant to Section 6.1(a), Purchaser will perform the obligations of Seller thereunder or in connection therewith, at no cost to Seller, but only to the extent (i) that such action by Purchaser would not result in any default thereunder or in connection therewith and (ii) such performance pertains to the benefits provided to Purchaser.

Section 6.2 Further Assurances. From and after the date hereof, as and when requested by any Party, each Party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, at the requesting Party's expense, all such further or other actions, as such other Party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement. From and after the date hereof, (a) Seller and Seller's Affiliates will promptly deliver to Purchaser any cash or other property received directly or indirectly by it with respect to accounts receivable of the Business and (b) Purchaser and its Affiliates will promptly deliver to Seller any cash or other property received directly or indirectly by it with respect to accounts receivable of any business of Seller or Seller's Affiliates other than the Business. Seller will afford Purchaser and its attorneys, accountants, officers and other representatives reasonable access, during normal business hours, to the books and records of Seller and its Affiliates to the extent related to the Business but not included in the Acquired Assets as the same existed prior to date hereof (and will permit such Persons to examine and copy such books and records to the extent reasonably requested by such Person), and will cause its directors, officers and employees to furnish all information reasonably requested by Purchaser, in connection with financial reporting and Tax matters (including financial and Tax audits and Tax contests), third-party litigation and other similar business purposes. Seller will not destroy or dispose of any such books and records without the prior written consent of Purchaser; *provided, however*, that Seller will be entitled to destroy any of such books and records after the seventh anniversary of the date hereof with the prior written consent of Purchaser; *provided further, however*, that if Purchaser does not consent to the destruction of such books and records, Seller may deliver them to Purchaser.

Section 6.3 Publicity. No Party shall directly or indirectly issue or assist with any press release or make any other public statement, in each case relating to or connected with or arising out of this Agreement or the matters contained herein or the Business, without obtaining the prior written consent of the other Party; *provided however*, that Purchaser or Parent may send notice letters to any and all customers, suppliers, distributors, resellers, independent contractors and other contract parties of Seller notifying such parties of the occurrence of the transaction but without disclosing the financial or employment/retention related details of such transaction with such parties; *provided further, however*, that Parent may make any disclosures required under applicable securities laws, rules or regulations, including applicable securities exchange rules or regulations.

Section 6.4 Confidentiality.

(a) For a period of three years after the date hereof, Seller will, subject to Section 6.4(c) below, keep confidential prior to and after the date hereof, and will not use, or disclose to any Person, any Confidential Information to the extent it relates to the Business. For purposes of this Agreement, "Confidential Information" means any non-public information about the Business, other than information which is or becomes generally available to the public other than as a result of a disclosure by Seller or any Person acting on behalf of Seller or any information that becomes available to Seller on a non-confidential basis from a source other than Purchaser or any of its Affiliates. Seller agrees to keep confidential any Trade Secrets related to the Business for so long as the information qualifies as a Trade Secret under Applicable Law. "Trade Secret" means information related to the Business which: (i) derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by third parties who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by Seller and such third parties that are reasonable under the circumstances to maintain its secrecy. To the extent that any Confidential Information does not relate exclusively to the Business, Seller may, without the consent of Purchaser, disclose such information to any purchaser or potential purchaser (by any means, including by asset sale, stock sale or merger) of all or any portion of Seller's business, *provided* that (i) such purchaser or potential purchaser signs a customary confidentiality agreement that covers such information and (ii) Seller uses commercially reasonable efforts to enforce such confidentiality agreement with respect to such information.

(b) In the event that Seller is requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demand or similar process), in connection with any proceeding, to disclose any Confidential Information, Seller will give Purchaser prompt written notice of such request or requirement so that Purchaser may seek an appropriate protective order or other remedy or waive compliance with the provisions of Section 6.4(a), and Seller will reasonably cooperate with Purchaser to obtain such protective order upon Purchaser's request and at Purchaser's expense. If, in the absence of a protective order or the receipt of a waiver hereunder, Seller is nonetheless compelled to disclose Confidential Information to or at the direction of any Governmental Authority or else stand liable for contempt or suffer other censure, penalty or adverse consequences, Seller may disclose such specifically requested Confidential Information to or at the direction of such Governmental Authority only after first notifying Purchaser.

(c) In the event that any confidentiality Contract entered into in connection with the marketing and sale of the Business is not assigned to Purchaser as an Acquired Asset, then Seller will reasonably cooperate with Purchaser in the event that Purchaser reasonably believes that a third Person may have violated an obligation under such a Contract, which cooperation will include identification of whether such third Person is subject to a confidentiality obligation with respect to the Business and the scope and duration of any such obligation. Seller will, at Purchaser's sole expense and direction, cooperate in making and maintaining claims against such Person on Purchaser's behalf, including the commencement of any formal proceedings against such Person seeking damages at law or equitable relief, to the extent that such Person may have breached its confidentiality obligations. The Parties will keep each other reasonably informed of any development in such claims. In the event that Seller receives any Damages from any such Person as a result of such claims, such payment will be promptly forwarded to Purchaser.

Section 6.5 Non-Competition.

(a) For a period of three years from the date hereof, Seller will not, and Seller will cause their Affiliates not to (i) engage, directly or indirectly, as a principal or on its own account, solely or

jointly with others, or through any form of ownership in another Person or entity, in a Competing Business in the United States, Canada, India or any country which is a current member of the European Union, except as otherwise permitted below, (ii) contact, solicit or attempt to contact or solicit any Person who is or has been a customer or actively sought prospective customer, supplier, distributor, licensor, licensee or any other business relation of the Business within the past three years to (A) cease doing business with Purchaser or its Affiliates, (B) alter or limit its business relationship with Purchaser or its Affiliates or (C) purchase products or services from, or sell products or services on behalf of, a Person engaged in a Competing Business, (iii) disparage Purchaser or any of its Affiliates, or (iv) use Purchaser's name or any name of an Affiliate of Purchaser or refer to any trade name or trademark of Purchaser or any Affiliate of Purchaser. As used in this Section 6.5, "Competing Business" means a business that competes, directly or indirectly, with the Business.

(b) Notwithstanding anything to the contrary contained herein, nothing in this Section 6.5 will prohibit or restrict the ownership solely for investment purposes of less than two percent of the stock of a publicly-held corporation whose stock is traded on a national securities exchange or listed with the Nasdaq Stock Market and who engages in a Competing Business.

(c) If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 6.5 is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability will have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement will be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

(d) Seller agrees that Purchaser and its Affiliates may suffer irreparable harm from a breach of any of the covenants and/or agreements contained in this Section 6.5. In the event of an alleged breach by Seller or any of Affiliate of Seller of any of the provisions of this Section 6.5, Purchaser and/or its Affiliates may, in addition to all other rights and remedies existing in their favor, apply to any court of competent jurisdiction for specific performance, injunctive or other relief in order to enforce or prevent any violations of the provisions of this Section 6.5. In the event that Seller is found to have breached any covenant in this Section 6.5, the time period provided for in that covenant shall be tolled (*i.e.*, it shall not run and shall be extended) for so long as Seller was in violation of that covenant.

Section 6.6 Bulk Transfer Laws. Seller shall comply with the provisions of any so-called "bulk transfer law" of any jurisdiction in connection with the sale of the Acquired Assets to Purchaser.

Section 6.7 [Reserved.]

Section 6.8 Assignment of Intellectual Property. Purchaser will prepare and file at its expense all appropriate assignments and other documents affecting record title of the Business IP included in the Acquired Assets with the applicable trademark or other government offices as necessary in order to update record title to the name of Purchaser. At the request of Purchaser, Seller shall use reasonable best efforts to cooperate with and assist Purchaser to evidence and perfect the assignment and transfer of, and to record the assignment of, the Intellectual Property in the Acquired Assets to Purchaser. Seller shall also provide all versions (including prior versions) of all source code and object code of each applicable item of owned computer software included in the Intellectual Property sold hereunder to facilitate registration of the copyright in such Intellectual Property that Purchaser chooses to register with any copyright office worldwide and to execute individual assignments and other documents reasonably requested by Purchaser to facilitate such registrations.

Section 6.9 Use of Trade Names. On the date hereof and at all times thereafter, Seller shall cease to use, in any manner whatsoever, the names "CPort," "CPort Solutions," "Advanced Collaboration Solutions" and all other trade names (whether registered or not) of Seller or any variations or derivations thereof, or any other name that is similar thereto. Within five Business Days of the date hereof, Seller shall change its name to a name dissimilar to "C Port", "C Port Solutions" and "Advanced Collaboration Solutions"; *provided* that in any case, such name shall first be approved in writing by Purchaser.

Section 6.10 Seller Obligations to Shareholders. Seller hereby covenants that all amounts to be paid by Purchaser to Seller under this Agreement shall be paid to Seller and Seller shall provide each Shareholder (other than Purchaser) with all of his Proportionate Share (as reflected in Section 6.10 of the Disclosure Schedule) of the entire amount of the Cash Payment and the Earn-Out Payments, if any, received from Purchaser and no amount of the Cash Payment or the Earn-Out Payments, if any, shall be deducted or reduced by Seller for any expenses incurred by Seller. Any delivery by Purchaser to Seller of any notice pursuant to Section 10.4 hereof shall be deemed an effective delivery of such notice by Purchaser to Seller.

Section 6.11 Releases and Assignment of Intellectual Property Rights. Seller hereby, without any further action, releases and forever discharges Purchaser and its officers, directors, employees and Affiliates (other than Seller) (collectively, the "Released Parties"), from any and all liabilities, claims, obligations, actions, causes of action, suits at law or in equity of whatever kind or nature, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, commitments, controversies, promises, variances, trespasses, judgments, verdicts, extents, executions, Liens, payments, damages, costs, attorneys' fees, expenses, and demands of any kind or nature, which Seller may have or may have had, known or unknown, from the beginning of the world through the date hereof, against the Released Parties or any of their respective officers, directors, employees or Affiliates (other than Purchaser). The Parties hereby agree that any Contract (other than this Agreement) between Seller and Purchaser or its Affiliates shall immediately terminate and be of no further force or effect.

Section 6.12 Consent to Transfer of 500,000 Shares. Seller hereby (a) consents to the transfer of the 500,000 Shares from Purchaser to Seller and (b) agrees that such 500,000 Shares shall, upon receipt, immediately be held as treasury shares of Seller.

Section 6.13 Continued Existence of Seller. Seller shall remain validly existing and in good standing under the laws of the State of Georgia through and including the Earn-Out Period. Purchaser shall advance to Seller up to \$5,000 per year (the "Expense Allowance") for the Continuing Operation Costs actually incurred by Seller during the Earn-Out Period. "Continuing Operating Costs" means only the out-of-pocket costs of an independent accounting firm, which may also be the same as Seller, to (a) maintain Seller's good standing under the laws of the State of Georgia through and including the Earn-Out Period, (b) prepare and keep the books and records of Seller, (c) prepare and file the Tax Returns for and on behalf of Seller and (d) prepare and distribute all necessary Tax schedules and reports to the Shareholders (other than Purchaser) relating to Seller and such Shareholder. The Expense Allowance for (a) the period commencing on the Closing Date and ending on December 31, 2011, shall be paid to Seller the same day the Liability Satisfaction Amount is released; and (b) each calendar year thereafter, commencing with the calendar year 2012, shall be paid on the last business day of January of each such calendar year.

ARTICLE VII EMPLOYEE MATTERS

Section 7.1 Employment Offers. Effective on the date hereof, Purchaser may or may not, at its sole discretion, offer to employ each Business Employee listed on Section 7.1 of the Disclosure Schedule. Any Business Employees who receive offers and who accept any such offer of employment are collectively referred to herein as “Transferred Employees”. Nothing in this Agreement will create a contract of employment or alter the at-will status of any Transferred Employees, and Purchaser will not be prohibited by this Section 7.1 from terminating the employment of any Transferred Employee for any reason following the date hereof.

Section 7.2 Non-Solicitation. For three years following the date hereof, neither Seller nor any of its or their Affiliates (other than Purchaser) will (a) directly or indirectly solicit or seek to induce any Transferred Employee to leave his or her employment or position with Purchaser or any of its Affiliates or (b) hire any person who was a Transferred Employee or Business Employee within the 180 day period prior to the date of such hire. Notwithstanding the foregoing, the restrictions set forth in this Section 7.2 will not prohibit Seller or its Affiliates (other than Purchaser) from: (x) advertising employment opportunities in any general solicitation, including national newspaper, trade journal or other publication in a major metropolitan area or any third-party Internet website posting, or negotiating with, offering employment to or employing any Person contacted through such medium other than a Transferred Employee or Business Employee or (y) participating in any third-party hiring fair or similar event open to the public or negotiating with, offering employment to or employing any Person contacted through such medium other than a Transferred Employee or Business Employee.

Section 7.3 Certain Employee Liabilities. Seller shall provide any continuation coverage required under Part 6 of Title I of ERISA or applicable state law (“COBRA”) to each “qualified beneficiary” as that term is defined in COBRA whose first “qualifying event” (as defined in COBRA) occurs prior to or on the date hereof and each “M&A Qualified Beneficiary,” as defined under Treasury regulation Section 54.4980B-9.

ARTICLE VIII SURVIVAL AND INDEMNIFICATION

Section 8.1 Survival of Representations. The representations and warranties of the Parties contained in this Agreement, except those contained in Section 4.2, Section 4.3, Section 4.14, Section 4.15, Section 4.16, Section 4.19, and Section 4.21 (the “Excluded Representations and Warranties”), will expire and be terminated and extinguished 36 months after the date hereof, except as to those claims that are made prior to said expiration date. The Excluded Representations and Warranties will survive the date hereof and will remain in full force and effect at all times from and after the date hereof, provided that the representations and warranties contained in Section 4.14 will expire and be terminated and extinguished 60 months after the date hereof, except as to those claims that are made prior to said expiration date. All covenants and agreements will survive the execution and delivery of this Agreement, the date hereof and the consummation of the transactions contemplated by this Agreement.

Section 8.2 Indemnification by Seller other than for Taxes. Seller agrees to indemnify Purchaser, its Affiliates and their respective officers, directors, shareholders, members, employees and agents and their respective heirs, successors and assigns (the “Purchaser Indemnified Parties”) against, and hold them harmless from, any loss, liability, assessment, Tax, fine, penalty, claim, damage, expense or cost (including reasonable legal fees and expenses) (“Damages”) based upon, arising from or relating to:

- (a) Any inaccuracy in or breach of any representation or warranty of Seller set forth in this Agreement or in any Ancillary Agreement;
- (b) Any inaccuracy in or breach of any covenant or agreement by Seller set forth in this Agreement or in any Ancillary Agreement;
- (c) The Excluded Assets and the Excluded Liabilities, including Seller's failure to pay, perform or discharge any such Excluded Liabilities as and when due; and
- (d) The failure to comply with any "bulk sales" notice requirement in connection with the transactions contemplated hereby.

Section 8.3 Indemnification by Purchaser other than for Taxes. Purchaser agrees to indemnify Seller and its Affiliates and their respective officers, directors, shareholders, members, employees and agents and their respective heirs, successors and assigns (the "Seller Indemnified Parties") against, and hold them harmless from, any Damages based upon, arising from or relating to:

- (a) Any inaccuracy in or breach of any representation or warranty of Purchaser set forth in this Agreement or in any Ancillary Agreement;
- (b) Any inaccuracy in or breach of any covenant or agreement by Purchaser set forth in this Agreement or in any Ancillary Agreement; and
- (c) The Assumed Liabilities.

Section 8.4 Limits on Indemnification.

(a) Notwithstanding anything to the contrary contained in this Agreement, the maximum amount of Damages for which (i) Seller will be obligated to indemnify the Purchaser Indemnified Parties pursuant to Section 8.2(a) shall be an amount equal to the aggregate of the Earn-Out Payments, if any, due to Seller (the "Cap"), and (ii) Purchaser will be obligated to indemnify the Seller Indemnified Parties pursuant to Section 8.3(a), will be an amount equal to the Cap; *provided, however*, that the limitation in (i) of this Section 8.4(a) will not apply to inaccuracies in or breaches by Seller of the representations and warranties set forth in the Excluded Representations and Warranties.

(b) Notwithstanding anything to the contrary herein, Seller shall not be required to indemnify any Purchaser Indemnified Party until all Purchaser Indemnified Parties have incurred collectively Damages in excess of \$25,000, at which point Seller shall be required to indemnify the Purchaser Indemnified Parties for all Damages, beginning at the first dollar paid of Damages, including the first \$25,000.

(c) If Purchaser is indemnified for any Damages pursuant to this Agreement with respect to any Third-Party Claim, then Seller will be subrogated to all rights and remedies of Purchaser against such third party, and Purchaser will reasonably cooperate with and assist Seller in asserting all such rights and remedies against such third party.

Section 8.5 Procedures for Indemnification. Any Party seeking indemnification under Section 8.2 or Section 8.3 (an "Indemnified Party") will give each Party from whom indemnification is being sought (each, an "Indemnifying Party") notice of any matter for which such Indemnified Party is seeking indemnification, stating the amount of the Damages, if known, and method of computation thereof, and containing a reference to the provisions of this Agreement in

respect of which such right of indemnification is claimed or arises. The obligations of an Indemnifying Party under this ARTICLE VIII with respect to Damages arising from any claims of any third party which are subject to the indemnification provided for in this ARTICLE VIII (collectively, “Third-Party Claims”) will be governed by and contingent upon the following additional terms and conditions: if an Indemnified Party receives, after the date hereof, initial notice of any Third-Party Claim, the Indemnified Party will give the Indemnifying Party notice of such Third-Party Claim within such time frame as necessary to allow for a timely response and in any event within 30 days of the receipt by the Indemnified Party of such notice; *provided, however*, that the failure to provide such timely notice will not release the Indemnifying Party from any of its obligations under this ARTICLE VIII except to the extent the Indemnifying Party is materially adversely prejudiced by such failure. The Indemnifying Party will be entitled to assume and control the defense of such Third-Party Claim at its expense and through counsel reasonably acceptable to the Indemnified Party if it acknowledges, without qualification, its indemnification obligations hereunder and gives notice of its intention to do so to the Indemnified Party within 30 days of the receipt of such notice from the Indemnified Party; *provided*, that the Indemnifying Party will lose its right to assume and control the defense if it will fail to diligently contest the Third-Party Claim; *provided further, however*, that if there exists a conflict of interest that would make it inappropriate in the reasonable judgment of the Indemnified Party (upon and in conformity with advice of counsel) for the same counsel to represent both the Indemnified Party and the Indemnifying Party, then the Indemnified Party will be entitled to retain one counsel (plus one local counsel, if necessary), reasonably acceptable to the Indemnifying Party, at the expense of the Indemnifying Party. In the event the Indemnifying Party exercises the right to undertake any such defense against any such Third-Party Claim as provided above, the Indemnified Party will reasonably cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party, at the Indemnifying Party’s expense, all witnesses, pertinent records, materials and information in the Indemnified Party’s possession or under the Indemnified Party’s control relating thereto as is reasonably required by the Indemnifying Party. Similarly, in the event the Indemnified Party is, directly or indirectly, conducting the defense against any such Third-Party Claim, the Indemnifying Party will reasonably cooperate with the Indemnified Party in such defense and make available to the Indemnified Party, at the Indemnifying Party’s expense, all such witnesses, records, materials and information in the Indemnifying Party’s possession or under the Indemnifying Party’s control relating thereto as is reasonably required by the Indemnified Party. The Indemnifying Party will not, without the written consent of the Indemnified Party (which will not be unreasonably withheld or delayed), settle or compromise any Third-Party Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the delivery by the claimant or plaintiff to Indemnified Party of a written release from all liability in respect of such Third-Party Claim. No Third-Party Claim which is being defended in good faith by the Indemnifying Party or which is being defended by the Indemnified Party as provided above in this Section 8.5 will be settled by the Indemnified Party without the written consent of the Indemnifying Party (which will not be unreasonably withheld or delayed).

Section 8.6 Right of Setoff. With respect to any amounts which become due and payable by Seller to Purchaser hereunder or in connection with the transactions contemplated by this Agreement, Purchaser shall have a right to setoff against any amounts due and payable by Purchaser to Seller.

Section 8.7 Procedure for Certain Payments. Any payments required to be made by Seller under this ARTICLE VIII will be paid first, from any Earn-Out Payments until the Earn-Out Payments are either exhausted or terminated, in either case, pursuant to the terms of this Agreement, and second, by Seller.

ARTICLE IX TAX MATTERS

Section 9.1 Transfer Taxes. Seller will be liable for and will pay any and all sales and use Taxes, recording fees, stamp Taxes and any other similar transfer Taxes that may be imposed upon, payable, collectible or incurred in connection with the consummation of the transactions contemplated hereby, regardless of the Person liable for such Taxes under Applicable Law.

Section 9.2 Indemnification for Taxes. Seller will be responsible for and will indemnify and hold harmless Purchaser and its Affiliates for Taxes (including Damages relating thereto) of the Business and Seller, its Affiliates (other than Purchaser) and any Person which is, in whole or in part, a predecessor of Seller or an Affiliate thereof, or any consolidated, combined or unitary group of which Seller and its Affiliates (other than Purchaser) is or has been a member, with respect to all Tax periods or portions of Tax periods (including such periods beginning on or before the date hereof) and as described in Section 9.3.

Section 9.3 Straddle Periods. Any Liability for Taxes relating to the Business for a taxable period beginning before the date hereof and ending after the date hereof (each, a "Straddle Period") shall be allocated to Seller (a) based upon the actual operations of Seller during the portion of the period ending on the date hereof or (b) in the case of property and use Taxes, calculated by multiplying the amount of such Tax for the entire Straddle Period by a fraction, the numerator of which is the number of days in such period ending on the date hereof and the denominator of which is the number of days in such Straddle Period. Purchaser shall prepare and file all Straddle Period Tax returns and shall pay all Straddle Period Taxes due with respect to such returns; *provided, however*, that Seller shall be responsible for paying Purchaser the amount of Taxes described in Section 9.2 calculated as due for the period ending on or before the date hereof.

ARTICLE X MISCELLANEOUS

Section 10.1 Expenses. Whether or not the transactions contemplated by this Agreement are consummated, and except as otherwise expressly provided in this Agreement, the Parties will pay all of their own costs and expenses relating to the transactions contemplated by this Agreement, including the costs and expenses of their respective counsel, financial advisors and accountants; *provided, however*, that if, and only if, the transactions contemplated by this Agreement are consummated, Purchaser shall be responsible for the fees and expenses of legal counsel to Seller, but only up to a maximum of \$20,000 in the aggregate.

Section 10.2 Entire Agreement. This Agreement and the Exhibits, Disclosure Schedule and Ancillary Agreements represents the entire understanding and agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, supersede all prior negotiations between such Parties, and may not be amended, supplemented or changed orally but only by an agreement in writing signed by the Party or Parties against whom enforcement is sought and making specific reference to this Agreement. Each Party to this Agreement hereby acknowledges that such Party has not relied on any promise, representation or warranty that is not set forth in this Agreement.

Section 10.3 Assignment and Succession. This Agreement will be binding upon and will inure to the benefit of the Parties to this Agreement and to their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations under this Agreement may be transferred, assigned, pledged or hypothecated by any Party without the prior

written consent of the other, except that Purchaser may assign all or a portion of its rights and obligations under this Agreement to one or more Affiliates of Purchaser, following written notice to Seller; *provided, however*, that no such assignment will relieve Purchaser of its obligations under this Agreement.

Section 10.4 Notices. All notices, request, demands and other communications which are required or permitted hereunder shall be in writing and will be sufficiently given if delivered in person, transmitted by facsimile (but only if followed by transmittal by recognized overnight courier or hand delivery), or sent by registered or certified mail, postage prepaid or recognized overnight courier service addressed as follows:

In the case of Purchaser:

BTM Ventures, LLC
c/o Newell Rubbermaid Inc.
Three Glenlake Parkway
Atlanta, Georgia 30328
Attention: General Counsel
Facsimile: 770-418-7796 770 - 407 - 3987

with a copy to:

Schiff Hardin LLP
233 S. Wacker Drive, Suite 6600
Chicago, IL 60606-6473
Attention: David P. McHugh
Facsimile: 312-258-5600

In the case of Seller:

CP Holdings, Inc.
c/o Louie P. Hicks
2160 Hills Avenue, Suite A
Atlanta, GA 30318
Facsimile: 404-949-0097

with a copy to:

Nelson Mullins Riley & Scarborough LLP
201 17th Street, Suite 1700
Atlanta, GA 30363
Attention: Jeffrey A. Allred
Facsimile: 404-322-6050

and/or to such other addresses and/or addressees as any Party to this Agreement will have specified by notice in writing to the other Parties. Any notice provided in accordance with this Section 10.4 will be deemed to have been given (x) as of the date personally delivered or transmitted by facsimile (but only if followed by transmittal by recognized overnight courier or hand delivery), (y) on the third Business Day after the mailing thereof, of (z) on the first Business Day after delivery by recognized overnight courier service.

Section 10.5 Certain Definitions. For purposes of this Agreement:

- (a) "Accounts Receivable" means all trade accounts receivable, notes receivable, negotiable instruments and chattel paper incurred in the Ordinary Course of Business;
- (b) "Affiliate" of any Person means another Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person;
- (c) "Ancillary Agreements" means all agreements and instruments executed and delivered in connection with this Agreement;
- (d) "Applicable Law" means any injunction, judgment, temporary restraining order, preliminary or permanent injunction or other order, decree, ruling, charge, writ, law (including common law), statute, rule or regulation applicable to the Business or Seller or any of its properties or assets;
- (e) "Business Contracts" means all Contracts of the Business that are Acquired Assets;
- (f) "Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City of Chicago, Illinois;
- (g) "Business Records" means all books and records, including all business records in any form or medium, research material, tangible data, documents, personnel records with respect to Transferred Employees, invoices, manuals, lists and correspondence regarding customers, vendors, service providers and distributors, sales and promotional literature, catalogs and advertising material used for the marketing of products or services, and engineering drawings and documents related to products of the Business, in each case whether stored or maintained in hard copy, digital or electronic format or otherwise;
- (h) "Change of Control" means: "Change in Control" shall mean the occurrence of any of the following events:
 - (i) any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity (other than the Parent or a trustee or other fiduciary holding securities under an employee benefit plan of the Parent), or any syndicate or group deemed to be a person under Section 14(d)(2) of the Securities Exchange Act of 1934, is or becomes the "beneficial owner" (as defined in Rule 13d-3 of the General Rules and Regulations under the Exchange Act), directly or indirectly, of securities of the Parent representing more than 50% of the combined voting power of the Parent's then outstanding securities entitled to vote generally in the election of directors;
 - (ii) the Parent is party to a merger, consolidation, reorganization or other similar transaction with another corporation or other legal person unless, following such transaction, more than 50% of the combined voting power of the outstanding securities of the surviving, resulting or acquiring corporation or person or its parent entity entitled to vote generally in the election of directors (or persons performing similar functions) is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners of the Parent's outstanding securities entitled to vote generally in the election of directors immediately prior to such transaction, in substantially the same proportions

as their ownership, immediately prior to such transaction, of the Parent's outstanding securities entitled to vote generally in the election of directors; or

(iii) the Parent sells all or substantially all of its business and/or assets to another corporation or other legal person unless, following such sale, more than 50% of the combined voting power of the outstanding securities of the acquiring corporation or person or its parent entity entitled to vote generally in the election of directors (or persons performing similar functions) is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners of the Parent's outstanding securities entitled to vote generally in the election of directors immediately prior to such sale, in substantially the same proportions as their ownership, immediately prior to such sale, of the Parent's outstanding securities entitled to vote generally in the election of directors.

Notwithstanding the foregoing and for the avoidance of doubt, it shall not be a Change of Control of Parent if any of the above transactions shall have occurred between Parent and any subsidiary or affiliate of Parent.

(i) "Contracts" means all contracts, agreements, commitments, purchase orders, notes, bonds, mortgages, indentures, deeds of trust, leases, licenses and other arrangements, whether written or oral;

(j) "Environmental Claims" means any and all administrative, regulatory or judicial actions, causes of action, suits, proceedings, investigations, requests or demands for information or documents, including requests for information under any Environmental Law, decrees, judgments, demands, demand letters, orders, claims, liens, notices of violation or noncompliance, in each case, arising under any Environmental Law, or arising from the actual or alleged presence, release or threatened release of or exposure to or damage caused by any Hazardous Substance, including contract claims arising under leases and claims involving liability in tort, strict, absolute or otherwise, including, regardless of merit, any and all claims for or relating to: (A) enforcement, assessment, evaluation, investigation, mitigation, cleanup, removal, remediation or other response activities; (B) damages, contribution, indemnification, cost recovery, compensation or injunctive or declaratory relief, (C) personal injury, property damage, emotional distress, nuisance or reduction in property value relating to or arising from exposure to or a release of any Hazardous Substance; (D) injury to or threat of injury to human health, safety, natural resources or the environment, or (E) fines, penalties, fees (including legal and consultant fees), losses, liens, liability, costs of investigation or proceedings;

(k) "Environmental Laws" means all federal, state, local, laws, statutes, ordinances, codes, rules, regulations, administrative policies, publicly available guidance documents, and judicial decisions relating to or regulating (A) human or occupational health or safety, (B) industrial hygiene or environmental conditions, (C) the use, generation, transportation, storage, distribution in commerce, release or disposal of hazardous or toxic substances, materials, and wastes, (D) the protection of the environment or natural resources, or (E) pollution or contamination of the air, soil, surface water or groundwater, and includes the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, the Clean Water Act, 33 U.S.C. § 1251, *et seq.*, and the Clean Air Act, 42 U.S.C. § 7401-7671q, similar state statutes, and regulations relating to or implementing such federal and state statutes;

(l) "Environmental Permits" means any and all permits, authorizations, licenses, registrations, certificates, consents, orders, consent decrees, approvals, waivers, variances or adjusted

standards that are required by or are filed with or issued by any Governmental Authority pursuant to or under any Environmental Law;

(m) “Equipment” means all machinery, equipment, furniture, furnishings, fixtures, tools, molds, vehicles and other tangible personal property (other than Inventory), wherever located;

(n) “Hazardous Substances” means any substance or material that is considered, described, characterized or listed as a toxic or hazardous substance, waste or material, or pollutant or a contaminant, an infectious waste, or other word of similar import, in or under any of the Environmental Laws, and any or chemical, substance, material or compound that is otherwise subject to regulation, prohibition, control or remediation under any of the Environmental Laws, and includes asbestos, mercury, petroleum (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), petroleum products (including gasoline, diesel fuel and the constituents thereof), waste or used petroleum oils, methyl tertiary-butyl ether, polychlorinated biphenyls, styrene, acetone, urea formaldehyde, radon gas and radioactive matter;

(o) “Inventory” means all inventories of raw materials, work-in-process, finished goods, packaging materials, parts, accessories and miscellaneous inventories, wherever located, and all prepayments and amounts paid on deposit with respect to the same;

(p) “Knowledge of Seller” means the actual knowledge, after reasonable inquiry, of, Jeff M. Montgomery, Peter J. McLain, Nilanjan Datta, Turner T. Smith, and each of the Shareholders (other than Purchaser);

(q) “Material Adverse Effect” means any change, effect, event or occurrence that is, or would reasonably be expected to be, materially adverse to, or has, or would reasonably be expected to have, a materially adverse effect on, the business, condition (financial or otherwise), prospects or results of operations of Seller, taken as a whole, other than any change, effect, event or occurrence resulting from general economic conditions;

(r) “Ordinary Course of Business” means the ordinary course of business of Seller, consistent with past practice;

(s) “Parent” means Newell Rubbermaid Inc.;

(t) “Permitted Liens” means (i) Liens for Taxes not yet delinquent and for which adequate reserves in accordance with GAAP have been made; (ii) any conditions, covenants, easements or restrictions of record which do not materially restrict or limit Seller’s or any assignee’s rights (including the rights of use of such asset in the operation of the its business as currently conducted), or materially limit the value of such asset, or materially increase the cost of operating such asset; (iii) deposits or pledges made in connection with, or to secure payment of, workers’ compensation, unemployment insurance, old age pension or other social security programs mandated under Applicable Laws; and (iv) statutory, common or civil law Liens in favor of carriers, warehousemen, mechanics and materialmen to secure claims for labor, materials or supplies and other like Liens with respect to amounts not yet due and payable;

(u) “Person” means any individual, trustee, firm, corporation, partnership, limited liability company, trust, joint venture, bank, Government Authority, trust or other organization or entity;

(v) “Proportionate Share” means the percentage of equity of Seller owned by each Shareholder (other than Purchaser) as reflected in Section 6.10 of the Disclosure Schedule;

(w) “Shareholders” means all of the shareholders of Seller who own all of the issued and outstanding capital stock of Seller. Each shareholder shall be referred herein as a “Shareholder”.

(x) “Tax Return” means any report, return, document, declaration or other information or filing required to be supplied to any taxing authority or jurisdiction (foreign or domestic) with respect to Taxes; and

(y) “Taxes” means any and all taxes, charges, fees, levies or other assessments, including net income, gross receipts, excise, real or personal property, sales, withholding, social security, occupation, use, service, service use, value added, license, net worth, payroll, franchise, transfer, recording, gross income, alternative or add-on minimum, environmental, goods and services, inventory, capital stock, profits, single business, employment, severance, stamp, unemployment, customs and duties taxes, fees and charges, imposed by any taxing authority (whether domestic or foreign including any state, local or foreign government or any subdivision or taxing agency thereof), whether computed on a separate, consolidated, unitary, combined or any other basis; and such term will include any interest, penalties or additional amounts attributable to, or imposed upon, or with respect to, any such taxes, charges, fees, levies or other assessments.

Section 10.6 Interpretation. The words “hereof,” “herein” and “herewith” and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and Article, Section, Exhibits and Disclosure Schedule references are to the Articles, Sections, Exhibits and Disclosure Schedule of this Agreement unless otherwise specified. Whenever the words “include,” “includes,” “including” or similar expressions are used in this Agreement, they will be understood be followed by the words “without limitation.” The words describing the singular number will include the plural and vice versa, and words denoting any gender will include all genders and words denoting natural persons will include corporations and partnerships and vice versa. The phrase “made available” in this Agreement will mean that the information referred to has been made available if requested by the Party to whom such information is to be made available. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

Section 10.7 Disclosure Schedule. The schedules attached to and delivered concurrently with this Agreement, and all attachments to such schedules (collectively, the “Disclosure Schedule”), form an integral part of this Agreement and are incorporated by reference for all purposes as if set forth fully in this Agreement. Unless otherwise defined in the Disclosure Schedule, all capitalized terms used in the Disclosure Schedule will have the meanings ascribed to them in this Agreement, and all section references in the Disclosure Schedule refer to the corresponding section of this Agreement. Nothing in the Disclosure Schedule will be deemed adequate to disclose an exception to a representation or warranty (referenced by subsection) made in this Agreement unless such exception is specifically identified in the applicable section of the Disclosure Schedule.

Section 10.8 Governing Law; Consent to Jurisdiction.

(a) The interpretation and construction of this Agreement, and all matters relating to this Agreement, will be governed by the laws of the State of Delaware applicable to contracts made and to be performed entirely within the State of Delaware without giving effect to any conflict of law provisions thereof.

(b) Each of the Parties agrees that any legal action or proceeding with respect to this Agreement may be brought in the federal and state courts located in the State of Delaware, and, by execution and delivery of this Agreement, each Party to this Agreement irrevocably submits itself in respect of its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts in any legal action or proceeding arising out of this Agreement. Each of the Parties irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to in the preceding sentence. Each Party to this Agreement consents to process being served in any such action or proceeding by the mailing of a copy thereof to the address set forth in Section 10.4 below its name and agrees that such service upon receipt will constitute good and sufficient service of process or notice thereof. Nothing in this paragraph will affect or eliminate any right to serve process in any other manner permitted by law.

Section 10.9 Specific Performance. Each of the Parties acknowledges and agrees that the other Parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that the other Party will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions of this Agreement in any action instituted in any court having jurisdiction over the Parties and the matter (subject to the provisions set forth in Section 10.8 above), in addition to any other remedy to which they may be entitled, at law or in equity.

Section 10.10 WAIVER OF JURY TRIAL. THE PARTIES TO THIS AGREEMENT IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION OR OTHER PROCEEDING BROUGHT BY ANY PARTY TO THIS AGREEMENT AGAINST ANY OTHER PARTY OR PARTIES TO THIS AGREEMENT WITH RESPECT TO ANY MATTER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR RELATED TO THIS AGREEMENT OR ANY PORTION OF THIS AGREEMENT, WHETHER BASED UPON CONTRACTUAL, STATUTORY, TORTIOUS OR OTHER THEORIES OF LIABILITY. EACH PARTY REPRESENTS THAT IT HAS CONSULTED WITH COUNSEL REGARDING THE MEANING AND EFFECT OF THE FOREGOING WAIVER OF ITS RIGHT TO A JURY TRIAL.

Section 10.11 Counterparts; Delivery. This Agreement may be executed in counterparts and multiple originals, each of which shall be deemed an original, and all of which taken together shall be considered one and the same agreement. Each executed signature page to this Agreement and to each agreement and certificate delivered by a Party hereto pursuant to this Agreement may be delivered by any of the methods described in Section 10.4, including via facsimile provided that such delivery is confirmed by the receiving Party.

Section 10.12 Section and Paragraph Headings. The section and paragraph headings contained in this Agreement and the Disclosure Schedule are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement or the Disclosure Schedule.

Section 10.13 No Third-Party Beneficiary. Each Party to this Agreement intends that this Agreement will not benefit or create any right or cause of action in or on behalf of any Person other than the Parties to this Agreement.

Section 10.14 Waiver. Except as otherwise provided in this Agreement, any failure of any Party to comply with any obligation, covenant, agreement or condition in this Agreement may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party

granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 10.15 Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement (or the remaining portion thereof) or the application of such provision to any other Persons or circumstances.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date of this Agreement.

Seller:

C PORT SOLUTIONS, INCORPORATED

By: _____

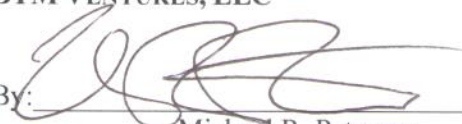


Louie P. Hicks II
Chief Executive Officer

Purchaser:

BTM VENTURES, LLC

By: _____



Michael R. Peterson
Assistant Secretary