

## **ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

WHEREAS, C Port Solutions, Inc., a Georgia corporation ("Assignor"), and BTM Ventures, LLC, a Delaware limited liability company ("Buyer") have entered into an Asset Purchase Agreement dated as of September 14, 2011 (the "Agreement"); and

WHEREAS, under the Agreement, Buyer agreed to purchase the Business (as that term is defined in the Agreement) of Assignor and its Subsidiaries; and

WHEREAS, in conducting the Business, Assignor has acquired an interest in some intellectual property assets that are predominantly used in connection with the operation of the Business to be transferred to Buyer; and

WHEREAS, Assignor is the owner of all right, title and interest in and to various United States federal, state and foreign trademark and service mark registrations and applications therefor that are predominantly used in connection with the operation of the Business (collectively, the "Trademarks"), including, but not limited to, the federal and state registrations and applications listed in Schedule A; and

WHEREAS, Assignor is the owner of all right, title and interest in and to various ideas, inventions, foreign patents and utility models and applications therefor that are predominantly used in connection with the operation of the Business, including the patents and utility models and applications therefor listed in Schedule B hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the "Patents");

WHEREAS, Assignor, to the best of its knowledge, is the owner of certain right, title and interest in and to various copyrights, trade dress, know-how, trade secrets, unregistered trademarks, service marks and tradenames, and other similar proprietary rights that are predominantly used in connection with the operation of the Business and required to be transferred under the Agreement (collectively, the "Other IP Assets"), including the unregistered trademarks and domain names set forth on Schedule C; and

WHEREAS, Buyer ("Assignee") is desirous of acquiring all of Assignor's right, title and interest in and to all Trademarks, Patents and the Other IP Assets (collectively, the "ASSETS"), and Assignor has promised, in the Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for ten dollars (US \$10.00) and other valuable and legally sufficient consideration, including the consideration set forth in the Agreement, acknowledged by the Assignor to have been received in full:

1. The Assignor does hereby sell, convey, assign and transfer to Assignee the entire right, title and interest in, to and under all ASSETS together with the goodwill of the business symbolized by such ASSETS, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such ASSETS, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

2. The Assignor hereby covenants that it has full right to convey the entire interest herein assigned and agrees to execute any and all documents reasonably required to effect this Assignment, including any country-specific assignments necessary to record transfer of title.

3. The Assignor hereby covenants and agrees that it will execute and deliver, or cause to be executed and delivered, such other instruments of conveyance, assignment, transfer and delivery, and will take such other actions, as Assignee may reasonably request in order to more effectively transfer, convey, assign and deliver to Assignee any of the ASSETS, or to enable Assignee to exercise and enjoy all rights and benefits of the Assignor with respect thereto. The

expense incurred by Assignor in providing such cooperation shall be paid for by the Assignee except as otherwise provided in the Agreement.

4. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, their successors and assigns and other legal representatives, and shall be binding upon the Assignor, its respective heirs, legal representatives and assigns.

5. The Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

6. The Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Assignee's name.

7. This Assignment of Intellectual Property Assets does not (i) convey any rights of Assignor other than those required to be transferred under the Agreement, (ii) create any obligations for Assignor in addition to those provided under the Agreement, or (iii) relieve Assignor of any obligations under the Agreement.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment of Intellectual Property Assets this \_\_\_\_ day of September, 2011.

C Port Solutions, Inc.

By: [Signature]  
Its: CEO

STATE OF Georgia )  
COUNTY OF Fulton ) SS:

On this 14th day of September, 2011, before me appeared Lowe P. Hicks, II, who, being by me duly sworn, did say that he/she is the CEO of ASSIGNOR, a corporation of the State of Georgia, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

Notary Public [Signature]  
My commission expires: \_\_\_\_\_



BTM Ventures, LLC

By: [Signature]  
Its: Michael R. Peterson  
Assistant Secretary

STATE OF Georgia )  
COUNTY OF Fulton ) SS:

On this 14th day of September, 2011, before me appeared Michael R. Peterson, who, being by me duly sworn, did say that he/she is the Assistant Secretary of ASSIGNEE, a limited liability company of the State of Delaware, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such limited liability company and that the foregoing Assignment was a free and voluntary act and deed.

Notary Public [Signature]  
My commission expires: \_\_\_\_\_



**SCHEDULE A**

**TRADEMARKS**

No registered trademarks.

**SCHEDULE B**

**PATENTS**

No issued patents.

**Patent Applications**

1. Provisional patent application 61317150 was filed with the United States Patent and Trademark Office March 24, 2010. Such application has since been abandoned or lapsed.



**SCHEDULE C**

**DOMAIN NAMES**

1. <http://www.cportsolutions.com/>
2. <http://www.mobile-telehealth.com/>
3. <http://www.mobiletelehealth.org/>

Also have rights to cportsolutions.info, cportsolutions.me, cportsolutions.net, cportsolutions.org, cportsolutions.mobi and cportsolutions.biz, registered through GoDaddy.com

**UNREGISTERED TRADEMARKS**

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