

February 1, 2010

Mr. Lee Hicks
Founder & CEO
C Port Solutions, Inc.
Suite 300
359 East Paces Ferry Rd.
Atlanta, GA 30305

Dear Lee

I wanted to thank you for your efforts in creating the partnership between C Port and Newell Rubbermaid. We are excited about the prospects for your company and the opportunity it brings us to open the corporate/government channel for Mimio.

I have attached a term sheet that reflects a transaction that would, in principle, be acceptable to Newell. As we have discussed, under our charter, we are not authorized to act as a lead investor in an early-stage funding. Consequently, we will be looking to a third party to assume the lead role in which case we will offer our input and participate in the negotiation of the terms of this round of funding.

I look forward to hearing from you shortly and moving ahead with this transaction.

Sincerely,



The Board of Directors will meet at least five times annually. Initially, the board meetings will be held on monthly basis, at least until the Company is cash flow positive. The Company will pay reasonable expenses incurred by any out-of-town Directors in attending Board meetings.

7. Conversion

The holders of the Securities will have the right to convert the Securities at any time into common stock of the Company. The initial conversion rate shall be on a one-to-one basis, subject to adjustment and dilution protection as provided herein.
8. Automatic Conversion

Upon the closing of a firmly underwritten public offering of shares of the Company for total offering proceeds to the Company of not less than \$20,000,000 at a per share price (prior to underwriters' commissions and expenses) that is not less than 300% of the per share original purchase price of the Securities, the Securities will be automatically converted into common stock at the then applicable conversion rate.
9. Preference on
Liquidation, Merger
or Consolidation

In the event of any liquidation or winding up of the Company, the holders of the Securities will be entitled to receive in preference to the holders of Common Stock an amount ("Liquidation Amount") equal to the original purchase price paid for the Securities. A merger, consolidation, or other corporate reorganization or sale of control, or any transaction in which a majority of the assets of the Company are sold (other than a merger into a wholly-owned subsidiary), shall be deemed to be liquidation or winding up for these purposes.
10. Anti-Dilution

In the event that the Company issues additional shares of common stock, convertible securities or warrants or grants stock options or issues other common stock equivalents (other than _____ shares reserved for issuance to officers, employees, directors, consultants or advisors pursuant to the employee pool described above) at a purchase price less than the applicable conversion price, then the conversion price of the Securities will be subject to full adjustment to prevent dilution to such purchase price.
11. Adjustments

In the event of any stock splits, stock dividends or combinations, an adjustment will be made such that the holders of the Securities will hold the same relative ownership position after such action as they had immediately prior to such action.
12. Dividends

No dividends shall be paid on the common stock or any series of preferred stock so long as any shares of the Securities remain outstanding. The Company will be precluded from purchasing, redeeming or paying dividends on any capital stock other than the Securities.

13. Redemption Mandatory redemption upon demand of holders of the Securities after 6 years. Such redemption to be one-half of the total the Securities in each of the two years following such demand; redemption price to be the greater of the Liquidation Amount or fair market value (not discounted for minority interest).
14. Registration Rights Commencing _____, (6 years from closing), the holders of a majority of the Securities will have the right to demand two long form registrations of common stock into which the Securities are convertible and will have unlimited piggyback registration rights. In addition, such holders will be entitled to two demand registrations on Form S-3 per year, so long as such registered offerings are not less than \$5,000,000. The Company will bear registration expenses (exclusive of underwriting discounts and commission) of all demand and piggyback registrations. The registration rights may be transferred with an Investor's shares.
- The Investors will agree to a reasonable lock-up upon the Company's initial public offering, not to exceed 180 days, and subject to management and other investors owning 1% or more of the Company's shares agreeing to the same lock-up.
- [Senior management will be entitled to piggyback registration rights, subject to customary cutback provisions with priority for primary shares and shares to be sold by holders of the Securities.] The Company will not grant or permit to exist any other registration rights in favor of holders of its capital stock without the consent of the holders of the Securities.
15. Rights of First Refusal The holders of the Securities will have a right of first refusal to purchase shares in other equity offerings (including debt securities convertible into equity) made by the Company (except for shares issuable pursuant to the Employee Pool). The Company will have the right of first refusal to purchase any shares offered for sale by shareholders. Should the Company not exercise the right in full, said shares must then be offered to holders of the Securities on a pro rata basis.
16. Restrictive Covenants;
 Protective Provisions Consent of at least 60% of the Series A Preferred Shares will be required for a number of actions, including any action which:
- (a) Amends the Company's charter or bylaws;
 - (b) Alters or changes the rights, preferences or privileges of the Securities;
 - (c) Increases or decreases the authorized number of shares of the Securities stock;
 - (d) Creates (by reclassification or otherwise) any new class or series of shares having

rights, preferences or privileges senior to or on a parity with the Securities;

- (e) Results in the sale of any security at a common-equivalent price less than that paid for the Securities, other than shares in the Employee Pool;
- (f) Results in any merger, other corporate reorganization, sale of control, or any transaction in which all or substantially all of the assets of the Company are pledged, encumbered or sold;
- (g) Results in a material change in the Company's line(s) of business;
- (h) Enters the Company into material business activities not contemplated in the original business plan presented to the holders of the Securities;
- (i) Results in the Company acquiring the stock, assets or business of any other entity in any form of transaction;
- (j) Creates or commits the Company to enter into a joint venture, licensing agreement, or exclusive marketing or other distribution agreement with respect to the Company's products, other than in the ordinary course of business.

17. Events of Non-Compliance and Remedies

An event of non-compliance shall occur if (i) the Company breaches in any material respect any of the covenants or any of its obligations to the holders of the Securities and fails to cure such breach after notice and a reasonable opportunity to cure or (ii) the Company incurs a bankruptcy, receivership, assignment for the benefit of creditors or any unsatisfied judgment in a material amount. If any event of non-compliance occurs and continues for 90 days, and until such event of non-compliance is cured, the holders of a majority of the Securities then outstanding shall have the right to elect a majority of the Company's Board of Directors. The foregoing remedy is not exclusive, and all other legal remedies may be pursued by such shareholders upon the occurrence of an event of non-compliance.

18. Capital Expenditures, Assumption of Debt And Guarantees

A capital budget will be approved by the Board of Directors. Approval of the Board of Directors is required for any capital expenditure beyond that approved in the annual capital budget. Approval of the holders of the Securities is required for any assumption of debt in excess of a total of \$100,000 outstanding at any time and any guarantees of debt or other obligations of another entity.

19. Information Requirements

Holders of the Securities will receive annual audited and quarterly unaudited financial statements. Sixty days prior to the start of each fiscal year, the Company will provide to such holders a comprehensive operating budget forecasting the Company's revenues, expenses and cash position on a month to month basis for the upcoming fiscal year. The first audited

financial statement will be for the year ending December 31, 2010.

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| 20. Voting Rights | Each share of the Securities will carry one vote for each share of common stock (including fractions) then issuable upon its conversion. The Securities will vote together with the common stock and not as a separate class, except as specifically provided herein or as otherwise required by law. |
| 21. Purchase Agreements | The investment shall be made pursuant to a stock purchase agreement reasonably acceptable to the Company and the Investors, which agreement shall contain, among other things, appropriate representations and warranties and covenants of the Company reflecting the provisions set forth herein and appropriate conditions of closing, including an opinion of counsel for the Company. The purchase agreement, charter provisions and related documents shall be drafted by counsel for the Company. The Investors and the Company agree to diligently pursue consummation of the Transaction on or before March 31, 2010. |
| 22. Management
Compensation | The Compensation Committee of the Board of Directors will consist of three directors at least one of which will be a representative of the holders of the Securities and at least one of which will be an outside director. Compensation for senior management will not exceed that which is reasonable and customary, however, shall not exceed the compensation levels in the Conditions to Closing section below in this Agreement. |
| 23. Proprietary and
Inventions Agreement | Each officer and other key employee of the Company will enter into an acceptable proprietary information and inventions agreement. |
| 24. Key Person Insurance | Prior to closing the Company will obtain key person insurance in the amount of \$1,000,000 for Lee Hicks |
| 25. Non-Compete
Agreement | Each officer, other key employee of the Company and Independent Contractors will enter into an acceptable non-compete agreement for a period of two years after leaving the Company. |
| 26. Stockholders'
Agreement; Co-Sale | The holders of the Securities will have a right of co-sale for any stock sales by any shareholder in excess of 10% of their respective holdings. |
| 27. Transactions with
Affiliates | Transactions with affiliates require approval of the Board of Directors acting by majority of disinterested directors. |

28. No Brokers The Company and each of the Investors represent and warrant that it has incurred no liability for any brokerage fees, agents' fees, commissions or finders' fees in connection with this Term Sheet or the consummation of the transactions contemplated hereby.
29. Professional Advisors Corporate counsel, CPA and commercial banker to be mutually agreed upon by the Company and the Preferred Stockholders.
30. Investor's Counsel TBD
31. Fees and Expenses The Company shall pay reasonable fees and expenses related to the transaction for one legal counsel for the holders of the Securities. It is anticipated that their fees will not exceed \$20,000 (plus reasonable expenses), but such fees may exceed that amount in the event that unanticipated legal issues rise in connection with this transaction, provided that such unanticipated legal issues are identified to the Company as they arise. In the event this transaction does not close for any reason, the Company will pay the reasonable fees and expenses of the legal counsel for the proposed holders of the Securities.
32. Conditions to Closing Closing is subject to the satisfactory completion by the Investors of all due diligence they deem necessary. The proposed investment is subject to agreement upon final documentation. This term sheet does not represent a legal commitment to consummate the transaction described herein or any other transaction, except that the Company agrees to be bound by the "No Shop" commitment set forth below, and the foregoing agreement with respect to the payment of legal fees and expenses. It is understood and agreed that the Investors may undertake background examinations of key management of the Company as part of the due diligence investigations conducted by the Investors, and that such Investors may utilize such information in connection with their investment decision with respect to this transaction.

Prior to Closing, the Company must demonstrate that it has met all the following items:

- a) Employment agreements with all senior management that provides Initial annual compensation of no more than \$80K while the company is either EBITDA negative or cash flow negative. Once the Company is profitable and cash flowing, the Compensation Committee will work with the CEO to determine on-going salaries and bonuses for the executive management team.
- b) The Compensation committee must approve all commission plans that would potentially provide any individual more than \$50,000 on an annual basis.
- c) Third party Capital Leasing Factoring/Financing agreements that provide for all

Customer capital financing must be completed and acceptable to the Investors.

33. "No Shop"

The Company agrees that for a period of thirty days from the date this term sheet is accepted by both parties and thereafter so long as the Investors continue to conduct due diligence in good faith and/or document the transaction (and the Company has not given written notice to the Investors to discontinue same), neither the Company nor any of its representatives or agents shall directly or indirectly approach, contact or discuss with, or provide any information to, any other investment entity or person concerning the sale by the Company of any debt, equity or assets to any such entity or person, other than as necessary to complete, with the Investor's participation, the financing contemplated by this document.

34. Timing

This proposal shall remain open until 31 March 2010.

ACCEPTED

C PORT Solutions, Inc.

By: Louie P Hicks II (Lee)



Founder & CEO

1/22/2010

Date

Newell Rubbermaid, Inc.

By: Buddy Blaha

President, Corporate Development

Date

Pro Forma Capitalization Table

<u>Shareholder</u>	<u>Total Invested</u>	<u>Options</u>	<u>Common Units</u>	<u>Warrants</u>	<u>Preferred A</u>
<u>Louie P Hicks II</u> <u>(Lee)</u>			<u>60</u>		
<u>J. Stephen</u> <u>Hufford</u>			<u>13</u>		
<u>Randy Salisbury</u>			<u>5</u>		
<u>Jackson Houk</u>			<u>5</u>		
<u>Malcolm Newton</u>			<u>5</u>		
<u>Michael</u> <u>Edmeades</u>			<u>5</u>		
<u>Peter Muller</u>			<u>5</u>		
<u>Larry Sanders</u>			<u>5</u>		
<u>Chuck Trippe</u>			<u>1</u>		
<u>David Kassens</u>			<u>1</u>		