

04-27-2001



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APR 13 2001

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

04/26/2001 AAHME1 00000333 76133744
01 FC:481 40.00 DP
02 FC:482 250.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002282 FRAME: 0403

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Shawn R. McIntee

4/12/01

Name of Person Signing

Signature

Date Signed

ASSET PURCHASE AGREEMENT

by and between

**LIBERTY ENTERPRISES, INC.
“PURCHASER”**

and

**CAVION TECHNOLOGIES, INC.
“SELLER”**

FEBRUARY 16, 2001

SCHEDULES

Schedule 1.1(a)	Personal Property
Schedule 1.1(b)	Intellectual Property
Schedule 1.1(c)	Assumed Liabilities

THIS ASSET PURCHASE AGREEMENT (the "Agreement") dated as of February 16, 2001, by and between Cavion Technologies, Inc., a Colorado corporation ("Seller") and Liberty Enterprises, Inc., a Minnesota corporation or its assigns ("Purchaser").

WHEREAS, Seller is engaged in the business of internet banking and certain other businesses providing products and services to credit unions (the "Business"); and

WHEREAS, on December 21, 2000, Seller filed for Chapter 11 bankruptcy in the District of Colorado, Bankruptcy Case No. 00-25262 DEC (the "Case"); and

WHEREAS, contingent upon Bankruptcy Court approval of the motion (the "Motion") for order filed by Seller authorizing the transactions contemplated by this Agreement, Seller desires to sell and Purchaser desires to purchase substantially all of the assets of Seller (and assume no obligations of Seller), all on the terms set forth herein;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and conditions contained herein and in the above provisions that are hereby incorporated into this Agreement, the parties hereby agree as follows:

1. PURCHASE AND SALE OF ASSETS.

1.1 Generally. On the terms and subject to the conditions of this Agreement, Seller agrees to sell, transfer, convey and deliver to Purchaser, and Purchaser agrees to purchase from Seller, on and as of the Closing Date (as defined in Section 4 hereof), all of Seller's property, assets and rights and all property, assets and rights of every kind and description, wherever located, real or personal, tangible or intangible, owned, held, or used in the business of Seller, including all assets within the financial statements of Seller (the "Assets"), other than the Excluded Assets (as defined below). The Assets shall in any event include, but shall not be limited to the following:

(a) All furniture, fixtures, equipment, machinery, computers, and other tangible personal property, including at a minimum but not limited to those items of personal property identified in Schedule 1.1(a);

(b) All finished work, deliverables, inventory, materials in final form, work-in-process;

(c) All interests of Seller in any corporate or division names (including but not limited to "Cavion Technologies, Inc." and "Member Emporium"), trade names, trade marks, certification marks, service names, service marks, business names, logos, master works, designs, logos, inventions, know-how, technology, patents, industrial designs, copyrights and applications therefor, domestic and foreign, together with particulars of registration, if any registration with respect thereto has been effected, and all other intellectual property, utilized in, related to or arising from the Business, together with pending applications for any of the foregoing including at a minimum but not limited to those items set forth in Schedule 1.1(b) (the "Intellectual Property");

(d) All accounts receivable of Seller;

(e) All security and damage deposits deposited with lessors and third parties including but not limited to the deposits pursuant to the any real property lease;

(f) All rights of Seller under any insurance policies, claims, deposits, prepayments, refunds, causes of action, chooses in action, rights of recovery, rights of set off and rights of recoupment for Seller related to the Assets;

(g) Seller's rights in and to any Internet Web sites, third-party host interfaces and Internet domains owned or used by Seller or associated with the Business;

(h) Seller's transferable and assignable non-compete, non-disclosure, confidentiality and non-solicitation agreements with former and current employees of Seller to the extent such agreements are enforceable by Seller and excluding contracts under which Seller is in default;

(i) All rights under any warranty or guarantee by any manufacturer, supplier or other transferor of the Assets sold to Purchaser;

(j) All sales records, purchase records, customer lists, supplier lists, advertising and promotional materials, vendor records and information, production records and other records relating to the Business or the Assets; all deeds and other instruments, maps, and profiles relating to the Business or the Assets; all records regarding the Occupational Safety and Health Act ("OSHA") and other governmental examinations and clearances relating to the Business or the Assets; and all personnel records of any employee that is employed by Purchaser following the Closing; provided, however, that Seller may make and retain copies of any records transferred to Purchaser;

(k) All cash and cash equivalents and any and all rights to receive money from Seller's customers;

(l) The right to receive payment for and collect in connection with products and services sold or provided by Seller for the period beginning January 1, 2001 and ending on the Closing Date; and

(m) All goodwill and other general intangibles of Seller related to or arising from the Business.

The Assets will be transferred by Seller to Purchaser in accordance with this Agreement with all required consents of any and all third parties, including but not limited to Bankruptcy Court approval and consent, free and clear of all liens, security interests, rights, obligations or other encumbrances.

1.2 Excluded Assets. The following property, assets and contracts of Seller are excluded from sale to Purchaser and from the definition of "Assets" as used in this Agreement (the "Excluded Assets"):

(a) The corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, general ledgers, tax returns, seals, minute books, stock transfer books and similar documents of Seller relating to the organization, maintenance and existence of Seller as a corporation (provided that Purchaser shall have access thereto to the extent reasonably necessary for the operation of the Business and the preparation of tax returns and financial statements of Purchaser following the Closing Date);

(b) Except as specifically provided for herein, all contracts to which Seller is a party, including without limitation contracts relating to customers, suppliers, sales representatives, and related matters;

(c) Any employee benefit plan (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended), or other employee benefit or compensation plan, program or policy maintained, entered into, established or contributed to by Seller or by any organization related to Seller (regardless of whether incorporated) which as of any date of determination would be treated as a single employer with Seller under Section 414 of the Internal Revenue Code of 1986, as amended, and any other employment related agreement, plan, program or policy; and

2. ASSUMPTION OF LIABILITIES. Except as expressly provided in this Agreement and set forth in Schedule 1.1(c), Purchaser shall not assume any liability of Seller. For the purposes of this Agreement, "Liability" means with respect to Seller any liability or obligation of any kind, character or description, whether known or unknown, absolute or contingent, unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise and whether or not the same is required to be accrued on the financial statements of Seller.

3. PURCHASE PRICE.

3.1 Generally. The total purchase price to be paid to Seller for the Assets (hereinafter referred to as the "Purchase Price") shall be Six Hundred Thousand Dollars (\$600,000), and shall be paid by check.

3.2 Allocation of Purchase Price. The parties agree that the allocation of the Purchase Price shall be determined by Purchaser and that each party will report such allocation to the Internal Revenue Service for tax purposes on Form 8594, as applicable.

4. CLOSING.

4.1 The closing of the transactions contemplated by this Agreement (the "Closing") shall take place on or before Midnight, Mountain Standard Time, February 16, 2001 (the "Closing Date").

4.2 At the Closing (a) Purchaser shall (i) pay to Seller the Purchase Price as specified in Section 3.1 hereof, and (b) Seller shall (i) deliver to Purchaser such bills of sale, assignments, consents, estoppels, warranties, and other documents of transfer reasonably required by Purchaser to transfer to Purchaser the interest of Seller in the Assets, and (ii) deliver to Purchaser such other documents as Purchaser deems necessary or helpful to consummate the transactions contemplated herein.

5. LABOR AND EMPLOYMENT MATTERS.

5.1 Except as unconditionally required by law, Purchaser shall not assume any Liability, obligation or responsibility of Seller with respect to or arising in connection with or as a result of the employment or termination of employment by Seller prior to the Closing Date, of any individual including, without limitation, salaries, payroll taxes, excise taxes, withholding taxes, any penalty or interest associated with any taxes, disability pay, severance pay, vacation pay or deferred and incentive

compensation. Except as unconditionally required by law, Purchaser shall not assume any obligation or responsibility, including without limitation any accrued or other Liability for contributions or payments in respect of service during any period through the Closing Date, under any employee benefit plan (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended), or other employee benefit or compensation plan, program or policy maintained, entered into, established or contributed to by Seller or by any organization related to Seller (regardless of whether incorporated) which as of any date of determination would be treated as a single employer with Seller under Section 414 of the Internal Revenue Code of 1986, as amended, including, without limitation, any such responsibility, obligation or Liability in respect of any beneficiary or dependent of any individual employed or formerly employed by Seller.

5.2 Purchaser may, subject to its regular hiring practices, or may not make offers of at-will employment to certain employees of Seller following the Closing Date. The purpose of the foregoing provision is to protect Purchaser from liability resulting from claims from such employees, government agencies and third parties and not to compensate Purchaser for the costs or damages of any employees rejecting employment offers. Seller will furnish to Purchaser such information in its personnel files as Purchaser may reasonably request as it pertains to those individuals that Purchaser elects to hire. Nothing in this Agreement shall constitute an offer or promise of employment or of future employment by Purchaser to any employee of Seller.

5.3 Seller acknowledges that in making offers of employment to any of Seller's employees, Purchaser is not assuming any responsibility, obligation or Liability of Seller or the responsibilities, obligations or liabilities of any other person to such Seller's employees that is not a Liability assumed under this Agreement.

6. CONDITIONS TO CLOSING. This Agreement is expressly conditioned upon and subject (a) to an order by the Bankruptcy Court approving Seller's Motion and authorizing sale of the Assets pursuant to the terms of this Agreement and (b) Purchaser shall have received a signed copy of an employment agreement between Jeff Marshall and Purchaser, dated as of the Closing Date. In the event that the Bankruptcy Court denies all or any portion of the Seller's Motion or this Agreement, the Agreement and all of the obligations, terms and conditions thereof will be null and void, *ab initio* and of no further force and effect.

7. TERMINATION OF AGREEMENT. In addition to certain provisions contained in this Agreement, this Agreement may be terminated at any time prior to the Closing Date:

7.1 Mutual Consent. By mutual consent of Purchaser and Seller.

7.2 Breach of Agreement. By Purchaser giving written notice to Seller if Seller is in breach, or by Seller giving written notice to Purchaser if Purchaser is in breach, in any material respect of any material representation, warranty or covenant contained in this Agreement.

7.3 Closing. By Purchaser if the transactions contemplated hereby do not close by Midnight, Mountain Standard Time, February 16, 2001. By Seller if payment pursuant to Section 3.1 of this Agreement is not made.

7.4 Government Action. By Purchaser or Seller if any court of competent jurisdiction in the United States or other governmental body shall have issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement and such order, decree, ruling or other action shall have become final and non-appealable.

8. ENTIRE AGREEMENT. This Agreement, including the exhibits and schedules attached to this Agreement, constitutes the entire agreement and understanding between Seller and Purchaser with respect to the sale and purchase of the Assets and the other transactions contemplated by this Agreement. All prior representations, understandings and agreements between the parties with respect to the purchase and sale of the Assets and the other transactions contemplated by this Agreement are superseded by the terms of this Agreement.

9. AMENDMENT AND WAIVER. Any provision of this Agreement may be amended or waived by a writing which specifically references this Agreement and which is signed by the party against which enforcement of the amendment or waiver is sought.

10. CHOICE OF LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado, without regard to its choice of law provisions, as though all acts and omissions related to this Agreement occurred in the State of Colorado.

11. INJUNCTIVE RELIEF. The parties hereto acknowledge and agree that the other parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed substantially in accordance with their specific terms. Accordingly, each of the parties agrees that the other parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically the substantial performance of this Agreement and the terms and provisions hereof.

12. SEVERABILITY. The provisions of this Agreement shall, where possible, be interpreted so as to sustain their legality and enforceability, and for that purpose the provisions of this Agreement shall be read as if they cover only the specific situation to which they are being applied. The invalidity or unenforceability of any provision of this Agreement in a specific situation shall not affect the validity or enforceability of that provision in other situations or of other provisions of this Agreement.

13. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be considered an original.

14. FACSIMILE EXECUTION. This Agreement may be executed by one or more of the parties by facsimile transmitted signature and all parties agree that the reproduction of signatures by way of telecopying device will be treated as though such reproductions were executed originals.

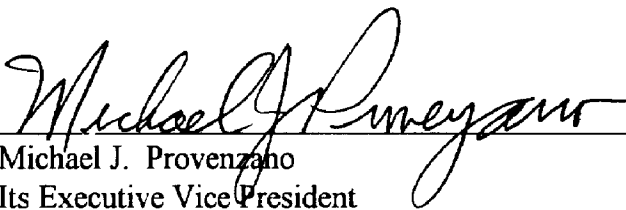
15. INTERPRETATION. All references herein to Articles and Sections refer to Articles and Sections of this Agreement. All Article and Section headings are for reference purposes only and shall not affect the interpretation of this Agreement. Within this Agreement, the singular shall include the plural and the plural shall include the singular, and any gender shall include all other genders, all as the meaning and the context of this Agreement shall require. The parties acknowledge that this Agreement and the Transaction Documents were mutually drafted by both parties and that the interpretation thereof will not prejudice any one party due to control of the Agreement.

16. NEGOTIATIONS. Until all parties have fully executed this Agreement, this Agreement constitutes nonbinding negotiations between the parties hereto and no rights shall arise hereunder.

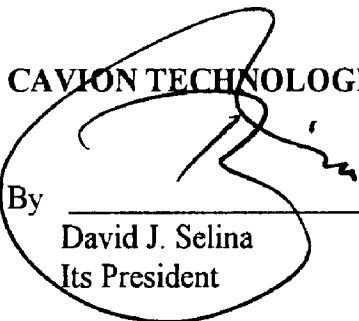
17. INDEPENDENT ENTITIES. It is the intention of the parties hereto that Seller and Purchaser remain independent entities and that no joint venture, partnership or similar arrangement exist among Purchaser and Seller.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized officers as of the date and year first above written.

LIBERTY ENTERPRISES, INC.

By 
Michael J. Provenzano
Its Executive Vice President

CAVION TECHNOLOGIES, INC.

By 
David J. Selina
Its President

SCHEDULE 1.1(a)

System: 2/13/01 cavion.com Page:
 User Date: 1/31/01 egraboski
 Fixed Assets Inventory List 11:20:40 AM
 Ranges: User ID:

Asset ID: First to Last
 Description: First to Last
 Asset Type: First to Last Cost Basis: First to Last
 Structure ID: First to Last Accum Depr: First to Last
 Class ID: First to Last Net Book: First to Last
 Location ID: First to Last Amort Code: First to Last
 Property Type: First to Last PI in Svc Date: First to Last
 Quantity: First to Last Acquire Date: First to Last

Sorted By:	Asset ID	Qty	Cost Basis
Description	Asset ID		
HP Laserjet 6P Printer	10-100-1	1	355.16
LaserJet 5n	10-102-1	1	899.67
Monitor	10-103-1	1	337.29
Memory for Laptops	10-106-1	1	760.06
Memory for Laptops	10-107-1	1	750.88
Memory for Laptops	10-108-1	1	290.90
HP Laser Printer 4SI	10-110-1	1	762.45
28.8 Modem	10-111-1	1	181.13
Laptop Computer	10-116-1	1	1,522.24
Proposal Binding Machine	10-118-1	1	50.00
Computer	10-119-1	1	231.46
Lexmark Optra Color Printer	10-143-1	1	4,581.50
Hitachi Superscan Pro	10-144-1	1	1,370.00
McIntosh Computer	10-145-1	1	4,440.00
Gateway 2000 Computer	10-146-1	1	1,304.00
Great Plains Software	10-148-1	1	20,553.44
3 Dell Computer Laptops	10-150-1	1	2,036.33
7 HP Laptops	10-155-1	1	11,923.37
Capitol Built PC	10-173-1	1	2,017.96
Enlight ATX Computer	10-177-1	1	1,736.66
Deskpro Computer	10-178-1	1	3,648.85
Glen's Replacement Computer	10-187-1	1	1,764.00
Amy Broome Computer	10-189-1	1	2,277.00
Glen's Replacement Computer, II	10-191-1	1	1,072.00
Novell Netware	10-199-1	1	5,980.90
Video Conferencing Computers (3)	10-203-1	1	4,485.36
Laptops - Dolphin Capitol	10-208-1	1	5,076.72
Compaq Computer - Heather	10-209-1	1	1,589.18
Color LaserJet 8500n - Tracie	10-214-1	1	8,245.57
Thorn's Computer	10-217-1	1	2,240.00
Palm Pilot - Dave	10-220-1	1	849.95
Palm Pilot - Chris Knauer	10-240-1	1	761.34
Buy out of Apple Computers	10-501-1	1	1,078.63
2 Servers	10-503-1	1	3,819.50
Palm Pilot VII - Tracie	10-504-1	1	537.73

13 Specialized Tool Kits-engineer	10-505-1	1	3,994.01
Laser Printer All-In-One LJ3100	10-506-1	1	707.54
Laser Transfer Kit	10-525-1	1	449.34
HQ furniture - I C E	10-553-1	1	260,254.27
5 computer systems, cables & too	10-554-1	1	9,114.62
Leasehold Improvements - HQ	10-555-1	1	276,647.11
Conference room projection syste	10-569-1	1	16,975.16
Kris Knauer - equipment	10-576-1	1	387.43
Kris Knauer - equipment corporat	10-577-1	1	854.24
signs for HQ	10-582-1	1	1,417.26
Security System	10-583-1	1	15,729.63
Water Sensors	10-584-1	1	748.50
Blinds HQ	10-585-1	1	688.00
Laser Printer LJ 3150 HQ	10-594-1	1	622.79
Kris Knauer -EXP 3/1-3/31	10-595-1	1	1,039.99
Kris Knauer EQ Exp 3/1-3/31	10-596-1	1	7,106.48
Dave Selina esp 3/1-3/31	10-597-1	1	1,289.58
Oracle software	10-601-1	1	881.37
Kris Knauer exp 3/1-3/31	10-602-1	1	348.06
Trade show booths	10-610-1	1	1,000.84
Rolluxe case	10-611-1	1	718.30
Workstations	10-612-1	1	13,125.11
Data room cabinets	10-613-1	1	2,151.25
Monument sign	10-615-1	1	45.67
Exterior wall sign	10-616-1	1	1,978.79
Blinds	10-617-1	1	688.00
Meter installation of remote equ	10-618-1	1	345.00
Coldfusion Server 4.5 Pro	10-621-1	1	1,788.18
Magna bookcases and tables	10-622-1	1	3,183.25
Shiva protection plan	10-623-1	1	716.22
VPN Gateway 168 bit	10-624-1	1	5,164.05
SmartPak case	10-625-1	1	545.00
2 data/1 voice cable	10-630-1	1	1,095.00
Symantec ACT 2000	10-634-1	1	2,657.93
Cold fusion server	10-636-1	1	1,176.82
Great Plains - add'l users	10-639-1	1	3,044.08
Task lights for cubicles	10-641-1	1	3,372.81
HP Deskjet 970 CSE	10-650-1	1	288.24
HP Deskjet 970 CSE	10-651-1	1	398.99
Battery Meter	10-654-1	1	2,686.00
Rack systems	10-661-1	1	7,611.00
Telecom install tool kit	10-663-1	1	1,536.95
MS Office Premium 2000	10-674-1	1	672.34
Seagate Crystal Reports	10-675-1	1	256.99
Support - Server 8l	10-676-1	1	3,150.00
Custom framed prints	10-677-1	1	6,937.26
Electrical work	10-682-1	1	182.00
HP Laserjet 2100TN	10-683-1	1	1,040.86
PC Anywhere V9.2	10-688-1	1	826.78
Rackmount processor	10-700-1	1	5,135.14

Sun Server	10-701-1	1	-
Sun server	10-702-1	1	-
Dell Dimension 4100	10-703-1	1	1,907.80
ACT software	10-704-1	1	4,300.00
Worksurface	10-705-1	1	898.31
3" Conduit	10-713-1	1	38,742.00
ad	10-714-1	1	2,107.00
Coldfusion Server 4.5 Pro	10-720-1	1	1,157.69
Sun Solaris 7	10-723-1	1	397.49
Galaxy Application programming	10-724-1	1	10,000.00
RAM/Computer ACC	10-725-1	1	1,351.33
Display graphics	10-732-1	1	4,225.22
HP 3150 printers	10-733-1	1	1,931.14
Patch cable	10-735-1	1	1,115.85
Redpoint Solutions	10-740-1	1	600.00
Remedy Corporation	10-741-1	1	4,407.15
Jack Nadel	10-742-1	1	4,533.56
Aegis Security	10-743-1	1	3,989.50
Liebert	10-744-1	1	35,300.00
Copier	10L-154-1	1	1,843.75
Dell Computers, Leased	10L-210-1	1	9,538.44
Dell Notebooks - Hinote Leased	10L-211-1	1	10,955.10
Landmark Computer Equipment	10L-212-1	1	54,817.81
Dell Lease # 006052893-004	10L-231-1	1	52,840.58
Dell Lease 9792-001/Cap Lease #1	10L-232-1	1	35,075.06
Dell Lease # 005, capitol lease	10L-566-1	1	16,404.69
Data Sales Lease #004 -Cap Lease	10L-568-1	1	28,128.77
Data Sales Lease #006	10L-581-1	1	12,057.99
Data Sales Lease #005	10L-593-1	1	2,492.15
Data Sales Lease 007	10L-620-1	1	6,544.60
Data Sales Lease - 008	10L-643-1	1	9,640.90
Data Sales Lease 010	10L-644-1	1	8,134.52
Data Sales Lease 011	10L-645-1	1	17,581.73
Data Sales Lease 013	10L-647-1	1	4,282.45
Data Sales Lease 012	10L-648-1	1	4,949.58
Data Sales Lease 014	10L-649-1	1	4,196.38
Data Sales Lease 015	10L-662-1	1	4,885.01
Data Sales Lease - 018	10L-680-1	1	4,282.46
Data Sales Lease - 016	10L-681-1	1	4,734.37
Data Sales Lease 023	10L-691-1	1	1,893.75
Data Sales Lease 020	10L-692-1	1	33,334.28
Data Sales Lease 021	10L-693-1	1	2,991.27
Data Sales Lease 019	10L-694-1	1	4,368.53
Data Sales Lease 022	10L-695-1	1	137,108.39
Data Sales - Lease 024	10L-715-1	1	8,186.30
Data Sales - Lease 025	10L-716-1	1	4,583.73
Data Sales - Lease 026	10L-717-1	1	8,134.51
Data Sales - Lease 027	10L-718-1	1	3,077.34
Data Sales Lease 031	10L-727-1	1	21,046.43
Data Sales Lease 030	10L-728-1	1	5,530.61

Data Sales Lease 032	10L-729-1	1	4,562.21
Data Sales Lease 029	10L-730-1	1	10,394.10
Data Sales Lease 034	10L-736-1	1	5,506.36
Data Sales Lease 035	10L-737-1	1	8,758.58
Data Sales Lease 036	10L-738-1	1	2,173.51
Data Sales Lease 037	10L-739-1	1	32,210.96
Data Sales Lease 039	10L-740-1	1	10,304.76
Data Sales Lease 049	10L-741-1	1	21,553.47
Cabelling server farm, CO	12-100-1	1	74,988.05
Uninterruptable Power Source Batt	12-166-1	1	1,270.41
Router - Connection to Convergen	12-227-1	1	1,309.05
Uninterruptable Power Source APC	12-233-1	1	1,351.55
Cobalt RAQ 3i - Rackmount server	12-234-1	1	3,339.35
HP Procurve Hub 10/100 24 Port R	12-238-1	1	519.00
P.O. 629, Comp Cabinets & Racks	12-507-1	1	2,501.77
(8) rack mount power strips	12-550-1	1	581.28
Server - demo lanxtra.com	12-551-1	1	2,958.59
server in-house	12-552-1	1	2,957.84
Server, Factual Data	12-556-1	1	2,958.59
Equipment	12-557-1	1	410.01
Shelves & screws	12-559-1	1	415.10
Server Farm-CO Shelving & Racks	12-574-1	1	1,899.55
Remedy Software	12-603-1	1	50,841.52
coldfusion 4.5 software	12-604-1	1	1,470.45
Ins monitor wiring & grounding f	12-605-1	1	1,347.00
Overhead cabinets	12-614-1	1	2,710.18
Shelving	12-626-1	1	362.79
Rackmount computing system	12-627-1	1	1,662.00
Fiber patch cable	12-631-1	1	445.30
Cabinets/ data cables	12-632-1	1	4,500.00
Add electrical to racks	12-633-1	1	1,190.00
Shelving	12-635-1	1	2,374.43
Cobalt RaQ 3i with 128MB DRAM	12-638-1	1	3,202.83
ISS - Enterprise Encryption Cent	12-640-1	1	9,522.88
Type 12 single door enclosure	12-651-1	1	508.62
HP Jet Direct 70x Server	12-652-1	1	298.99
ISP Router - First New England	12-655-1	1	2,687.82
Router	12-656-1	1	2,558.00
Rack system	12-664-1	1	3,204.00
Rack system	12-665-1	1	1,722.00
Dell DLT4000 tape backup	12-686-1	1	2,609.54
Install costs - TN Data Center	12-697-1	1	6,105.82
Rack mount system	12-707-1	1	261.64
Rack mount power strips	12-708-1	1	145.32
Patch cable	12-710-1	1	713.73
Bid Labor	12-711-1	1	829.00
Software	12-721-1	1	347.57
SFN - Convergent Purchase	12L-500-1	1	285,976.60
Dell Lease (Data sales) 9792-003	12L-508-1	1	3,012.25
Denver Data Center	12L-638-1	1	374,471.66

Data Sales Lease 009	12L-646-1	1	4,841.97
Router-Coors CU	15-171-20-1	1	2,881.77
Trade Show Booths	15-185-1	1	12,715.00
Booth Background (2)	15-567-1	1	2,156.92
Router - Hoyt Lakes	15-575-1	1	2,694.78
Router - Johns Manville	15-580-1	1	920.00
Server - Sooper	15-588-1	1	3,466.82
Server - Fitzsimons (i-bank serv	15-590-1	1	2,958.59
Router	15-659-1	1	2,989.60
LaserJet Printer - Roseville, CA	20-236-1	1	751.09
Hi back multifunctional chair	25-558-1	1	556.24
Server - Glendale Schools, CA	25-589-1	1	4,337.25
Prodata Router	25-608-1	1	3,114.19
Glendale Schools - Router	25-609-1	1	1,532.32
ISP Router - Westcorp	25-657-1	1	2,957.84
Ibank Server	25-660-1	1	3,438.35
Legal File Drawer-OR	30-564-1	1	219.98
Microwave - OR	30-565-1	1	99.99
Scout Projector - Oregon,	30-570-1	1	2,995.00
Server - Safeway, OR	30-591-1	1	3,145.94
Server - Rogue, OR	30-592-1	1	3,145.94
Server - Multco CU	30-726-1	1	2,946.03
printer - TX	35-565-1	1	936.77
Telephone System - TX	35-566-1	1	554.65
Networking Equipment - Theresa T	35-578-1	1	504.57
LaserJet All-In-One 3100SE, MO	40-239-1	1	729.56
Jeff Marshall exp 3/1-3/31	40-597-1	1	3,084.85
Utility table	40-687-1	1	660.35
Hp Laser Printer - Chicago Offic	45-213-1	1	747.24
Anthony Murphy - MN	50-502-1	1	500.00
Scout Projector - Minnesota	50-572-1	1	2,995.00
Router - Deluth Teachers	50-658-1	1	2,880.56
Equip, Tennessee	55-562-1	1	556.90
Scout Projector - Tennessee	55-571-1	1	2,995.00
Laser Printer - Tennessee	55-579-1	1	713.81
Tom Emerson exp 3/1-3/31	55-598-1	1	324.74
Racks Tennessee server farm	57-560-1	1	5,985.11
Electrical Work Tennessee Server	57-586-1	1	3,225.85
Rackmount computing system	57-628-1	1	1,662.00
Cobalt internet server - TN Data	57-666-1	1	1,426.99
Liebert GXT 2000 VA UPS - TN Dat	57-667-1	1	1,652.00
Data Cabinet - TN Data Center	57-668-1	1	3,508.00
Cobalt internet server - TN Data	57-669-1	1	1,671.12
Rack system - MI Data Center	57-678-1	1	4,806.00
Install cost - Denver Data Cente	57-698-1	1	12,039.31
Cabinets, racks	57-712-1	1	36,653.16
Memphis Data Center	57L-689-1	1	240,531.90
Michigan Buildout	60-230-1	1	103,439.46
all in one laser jet printer	60-562-1	1	698.97
Equipment - Michigan	60-563-1	1	775.79

Scout Projector - Michigan	60-573-1	1	2,995.00
Patch cable	60-706-1	1	1,868.41
Racks - Michigan Server Farm	62-561-1	1	5,985.11
cabelling & conn - Mich server f	62-587-1	1	3,716.65
Elec, Structural & Mechanical Im	62-607-1	1	335,039.28
Excess Cost	62-619-1	1	945.00
Rackmount computing system	62-629-1	1	1,662.00
Cobalt internet server - MI Data	62-670-1	1	1,671.12
B-line cabinet	62-671-1	1	3,114.00
Cabinets	62-672-1	1	2,298.85
Liebert GXT 2000 VA UPS	62-673-1	1	1,652.00
Rack system - TN Data Center	62-679-1	1	4,806.00
Install costs - MI Data Center	62-699-1	1	6,105.82
Vertical Wire Mgt	62-709-1	1	647.64
Generator	62-722-1	1	47,738.25
Detroit Data Center	62L-690-1	1	240,531.90
Data Sales Lease 017	62L-696-1	1	71,997.22
Laser Jet Printer - Florida Offi	65-235-1	1	741.99
HP Laserjet 3150	65-684-1	1	639.97
HP Laserjet 3150	67-685-1	1	639.97
NC Office Buildout	70-183-1	1	12,345.00
John Stevens Computer carolinas	70-600-1	1	1,603.74
Router - Carolinas	70-606-1	1	3,063.70
HP Laserjet 3150SE	80-719-1	1	615.80
Powerpoint software	90-731-1	1	151.15
HP 3150 printer	95-734-1	1	633.73
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=====	261 Assets		\$3,625,251.58 3,625,251.58
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Accum Depr	Net Book
175.12	180.04
300.45	599.22
160.13	177.16
261.09	498.97
232.73	518.15
91.45	199.45
398.22	364.23
84.18	96.95
611.39	910.85
37.30	12.70
147.26	84.20
2,791.10	1,790.40
834.61	535.39
2,704.89	1,735.11
752.28	551.72
10,764.16	9,789.28
1,174.76	861.57
3,529.96	8,393.41
858.96	1,159.00
710.11	1,026.55
1,492.11	2,156.74
1,154.68	609.32
1,365.82	911.18
701.71	370.29
3,756.70	2,224.20
2,567.69	1,917.67
2,762.63	2,314.09
821.29	767.89
2,416.43	5,829.14
1,088.36	1,151.64
267.05	582.90
194.93	566.41
406.86	671.77
1,425.74	2,393.76
137.68	400.05

1,100.60	2,893.41
160.10	547.44
156.78	292.56
54,474.86	205,779.41
1,907.82	7,206.80
424.38	276,222.73
5,458.33	11,516.83
124.57	262.86
274.68	579.56
390.43	1,026.83
390.43	15,339.20
389.15	359.35
384.11	303.89
183.38	439.41
306.22	733.77
2,092.46	5,014.02
379.71	909.87
155.62	725.75
102.49	245.57
266.36	734.48
191.16	527.14
2,094.67	11,030.44
343.32	1,807.93
33.46	12.21
322.53	1,656.26
321.87	366.13
252.77	92.23
475.89	1,312.29
508.03	2,675.22
190.61	525.61
1,374.33	3,789.72
145.04	399.96
322.53	772.47
707.36	1,950.57
313.19	863.63
726.74	2,317.34
482.86	2,889.95
60.66	227.58
83.95	315.04
254.63	2,431.37
1,601.56	6,009.44
323.41	1,213.54
141.48	530.86
54.08	202.91
576.54	2,573.46
254.63	6,682.63
91.64	90.36
190.51	850.35
151.33	675.45
794.50	4,340.64

-	-
-	-
295.17	1,612.63
665.28	3,634.72
83.34	814.97
186.73	38,555.27
186.73	1,920.27
146.34	1,011.35
50.24	347.25
1,264.08	8,735.92
102.44	1,248.89
250.87	3,974.35
191.20	1,739.94
110.49	1,005.36
42.42	557.58
311.59	4,095.56
192.21	4,341.35
84.88	3,904.62
84.88	35,215.12
571.46	1,272.29
3,165.66	6,372.78
5,249.00	5,706.10
26,265.28	28,552.53
13,529.24	39,311.34
9,880.33	25,194.73
7,908.73	8,495.96
9,044.75	19,084.02
3,550.40	8,507.59
733.80	1,758.35
1,741.73	4,802.87
2,301.63	7,339.27
1,942.01	6,192.51
4,197.40	13,384.33
901.14	3,381.31
1,041.52	3,908.06
883.03	3,313.35
1,027.93	3,857.08
783.82	3,498.64
866.53	3,867.84
292.99	1,600.76
5,157.42	28,176.86
462.80	2,528.47
675.89	3,692.64
21,213.20	115,895.19
1,034.82	7,151.48
579.42	4,004.31
1,028.27	7,106.24
389.00	2,688.34
2,083.82	18,962.61
547.59	4,983.02

451.71	4,110.50
1,029.13	9,364.97
389.30	5,117.06
619.23	8,139.35
153.67	2,019.84
2,277.32	29,933.64
446.22	9,858.54
933.33	20,620.14
11,979.65	63,008.40
562.44	707.97
566.64	742.41
532.38	819.17
810.47	2,528.88
125.96	393.04
566.11	1,935.66
406.33	174.95
1,032.31	1,926.28
1,032.05	1,925.79
1,032.31	1,926.28
143.06	266.95
86.88	328.22
610.80	1,288.75
14,970.00	35,871.52
432.97	1,037.48
356.48	990.52
432.52	2,277.66
96.55	266.24
442.32	1,219.68
118.51	326.79
322.53	4,177.47
322.53	867.47
378.94	1,995.49
764.64	2,438.19
2,273.46	7,249.42
107.03	401.59
62.92	236.07
565.59	2,122.23
538.27	2,019.73
674.21	2,529.79
362.35	1,359.65
477.62	2,131.92
778.18	5,327.64
111.75	149.89
62.07	83.25
186.73	527.00
186.73	642.27
43.93	303.64
70,516.03	215,460.57
1,927.71	1,084.54
66,869.90	307,601.76

1,018.88	3,823.09
2,046.65	835.12
4,187.99	8,527.01
416.06	1,740.86
866.50	1,828.28
295.82	624.18
1,114.75	2,352.07
951.33	2,007.26
629.09	2,360.51
182.29	568.80
116.43	439.81
1,394.63	2,942.62
916.96	2,197.23
451.18	1,081.14
622.40	2,335.44
723.52	2,714.83
46.04	173.94
20.92	79.07
963.04	2,031.96
1,011.57	2,134.37
1,011.57	2,134.37
372.40	2,573.63
196.08	740.69
116.09	438.56
162.24	342.33
177.07	552.49
908.32	2,176.53
72.48	587.87
218.98	528.26
121.34	378.66
963.04	2,031.96
606.15	2,274.41
194.32	362.58
963.04	2,031.96
229.53	484.28
95.62	229.12
1,252.76	4,732.35
390.43	2,835.42
442.32	1,219.68
300.28	1,126.71
347.63	1,304.37
738.17	2,769.83
351.65	1,319.47
1,011.31	3,794.69
2,042.41	9,996.90
186.73	36,466.43
29,316.37	211,215.53
24,997.87	78,441.59
146.31	552.66
162.39	613.40

963.04	2,031.96
186.73	1,681.68
1,252.76	4,732.35
390.43	3,326.22
356.48	334,682.80
322.53	622.47
442.32	1,219.68
351.65	1,319.47
655.27	2,458.73
483.74	1,815.11
347.63	1,304.37
1,011.31	3,794.69
778.18	5,327.64
186.73	460.91
152.78	47,585.47
29,316.37	211,215.53
13,177.57	58,819.65
180.08	561.91
117.14	522.83
117.14	522.83
10,623.13	1,721.87
472.21	1,131.53
902.09	2,161.61
77.85	537.95
14.97	136.18
62.74	570.99
602,170.68	3,023,080.90

System: 2/13/01 Member Empor Page: 1
 User Date: 2/13/01 egraboski

Fixed Assets Inventory List

Ranges:

Asset ID: First to Last
 Description: First to Last
 Asset Type: First to Last Cost Basis: First to Last
 Structure ID: First to Last Accum Depr: First to Last
 Class ID: First to Last Net Book: First to Last
 Location ID: First to Last Amort Code: First to Last
 Property Type: First to Last Pl in Svc Date: First to Last
 Quantity: First to Last Acquire Date: First to Last

Sorted By:

Description Asset ID Qty Cost Basis Accum Depr Net Book

Subscription Fee	10-100-1	1	50,000.00	26,157.09	23,842.91
Enterprise Reporting Server	10-101-1	1	1,370.16	716.78	653.38
CD-RW CD-ROM	10-103-1	1	582.37	257.22	325.15
Miscellaneous equipment - Dudley	10-105-1	1	461.00	145.51	315.49
Jetdirect 170x Office Connect	10-106-1	1	187.16	43.44	143.72
HP LJ 3150XI PC	10-107-1	1	598.99	139.01	459.98
WIN98 operating system	10-108-1	1	1,353.26	314.07	1,039.19
2 drawer vertical file	10-109-1	1	353.02	81.93	271.09
Paint and plaster walls	10-110-1	1	2,100.00	487.36	1,612.64
Miscellaneous furniture	10-111-1	1	953.11	221.19	731.92
Miscellaneous furniture	10-112-1	1	317.02	73.57	243.45
Phone system	10-113-1	1	22,113.56	5,132.06	16,981.50
MLX 10 with Display	10-114-1	1	1,614.63	306.16	1,308.47
Computer promotion - SD50CU	10-116-1	1	704.41	133.56	570.85
3COM Ethernet adapter	10-117-1	1	539.72	102.34	437.38
Cisco router	10-118-1	1	1,337.60	253.62	1,083.98
Couch, chair and loveseat	10-119-1	1	493.65	93.60	400.05
2 Soundstation speaker phones	10-120-1	1	1,132.30	214.70	917.60
Desk	10-121-1	1	1,338.04	253.71	1,084.33
Acrobat/Project 2000	10-122-1	1	501.00	95.00	406.00
Powerpoint software	10-123-1	1	118.02	17.53	100.49
Access control and security syst	10-124-1	1	3,791.50	563.10	3,228.40
Table top display	10-125-1	1	1,586.84	235.67	1,351.17
Sun Ultra 5S/360	10L-102-1	1	2,709.40	1,417.40	1,292.00
Data Sales Lease 028	10L-115-1	1	12,852.72	2,437.03	10,415.69
Rackmount computing system	12-104-1	1	1,662.00	663.47	998.53

 26 Assets \$110,771.48 \$40,556.12 \$70,215.36
 =====

SCHEDULE 1.1(b)

The following are the official software release: NOTE: On s servers/cuia/version.log is the version log, /cuia/hostsvendor is the host i.e., SYMITAR,XP,.. and /cuia/upgrade.log is the log file used for upgrades.

IBanking

Products	Version	Release Date
Applet	3.1057	12/14/2000
Servlets	3.107	09/19/2000
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Symitar Server	3.1054	10/14/2000
XP Server	3.1351	12/12/2000
Summit Server	3.103	12/13/2000
Afttech Server	1.02	08/09/2000
Afttech Host Applet	1.03	07/13/2000
Afttech Host Servlets	1.0	08/02/2000
EDS Cube Server	1.05	02/16/2001
Re: MemberData Server	2.00	11/13/2000
IBM MidAmerica Server	1.00	08/15/2000
Fisery Galaxy Server	1.04	10/26/2000
CUPS Server	1.01	08/24/2000
ShareTech Server	1.01	01/23/2001
Share One	1.00	11/19/2000
Ultra Data	1.04	11/28/2000
AMI		
Beysch		
DataMatic		

The following is the current running xserver version on each sServer's.

Billpay

Applet	1.02
Server Metavonte	v1.101
Server Princeton	v0.94
Server Mid Atlantic	v0.94

Loan Server

Server	Decisioner Engine	Decision Ver.	Application Ver	XML rmiClientVer.	Admin Ver.	Lat Update by/date
c1	Experian	v1.231	v1.231	v1.2	v1.32	Nov. 6, 2000
c2	Experian	v1.231	v1.231	v1.2	v1.32	Nov. 6, 2000
c3	Factual Data	v1.01	v1.00	v1.0	v1.00	-
c3	Fair Isaac	v1.0	v1.0	v1.0	v1.0	Nov. 30, 2000

Secure forms servlet

Server	Servlet	Version	Last Update by/date
Forms	FormServlet	v1.11	--jm
Forms	EmailFormServlet	v1.2	--jm

Edraft

Edraft client (webstart)	v1.03
Edraft manager	v1.033

TRADEMARKS

Mark	Serial/Registration No.	Application/Registration Date
CUIIMAGE	76/133744	September 22, 2000
CUIBANKING	76/133739	September 22, 2000
CIUBILLPAY	76/133738	September 22, 2000
CUIDRAFT	76/133737	September 22, 2000
CUILOAN	76/130608	September 20, 2000
CAVION	75/417073	January 13, 1998
MEMBER EMPORIUM (logo design)	75/867060	December 8, 1999
MEMBER EMPORIUM (word mark - Class 35)	75/867059	December 8, 1999
MEMBER EMPORIUM (word mark - Class 42)	75/867058	December 8, 1999
MEMBER EMPORIUM ME	75/867006	December 8, 1999
CUNET	2,161,719	June 2, 1998

SCHEDULE 1.1(c)

ASSUMED LIABILITIES

Statutory U.S. Trustee's Fees	\$ 1,500
Debtor's Attorneys' Fees	12,000
Post-Petition Salaries	
David Selina	25,000
Jeff Marshall	14,300
Marvin Umholtz	12,500