

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/02/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Index Powered Financial Services, LLC		08/02/2004	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	QuickRate of Illinois, L.L.C.
Street Address:	111 South McGuire
City:	Manteno
State/Country:	ILLINOIS
Postal Code:	60950
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2071766	QWICKRATE

CORRESPONDENCE DATA

Fax Number: (303)333-1470
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (303) 333-3010
 Email: tombirney@patnet.com
 Correspondent Name: Thomas S. Birney
 Address Line 1: 501 South Cherry Street, Suite 800
 Address Line 4: Denver, COLORADO 80246

ATTORNEY DOCKET NUMBER:	8544/5
NAME OF SUBMITTER:	Thomas S. Birney
Signature:	/Thomas S. Birney/

CH \$40.00 2071766

Date:

04/04/2007

Total Attachments: 14

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is entered into this 2nd day of August, 2004, between Index Powered Financial Services, LLC, a Colorado limited liability company ("Seller") and QuickRate of Illinois, L.L.C., an Illinois limited liability company ("Purchaser").

WHEREAS, Seller owns and operates a deposit network under the trade name "QwickRate," (QR) and located on the internet at <http://www.quickrate.com/> (the "Network"); and

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the Network and certain assets used in the operation of the Network.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. Assets Purchased. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, on the terms and conditions set forth in this Agreement, the Network and the following assets that are used in the operation of the Network: (i) subject to the additional provisions set forth in Section 17.21, all of Seller's contracts with its customers for participation in the Network (the "Customer Contracts"), (ii) the fixed assets described on Schedule 1 attached hereto (the "Fixed Assets"), (iii) the websites <http://www.quickrate.com> and <http://www.qwickrate.com> and all software, trademarks, and processes used in the operation and maintenance of such website and the Network, and (iv) all books and records specifically related to the foregoing (collectively, the "Assets").

Section 2. Excluded Assets. The only assets being acquired pursuant to this Agreement are those specific Assets set forth in Section 1 above. All other assets of Seller are excluded from this Agreement and are being retained by Seller.

Section 3. Liabilities and Obligations Assumed.

3.1 Purchaser agrees to assume and pay, discharge or perform, as appropriate, (i) subject to the additional provisions set forth in Section 17.21, all obligations of Seller arising under the Customer Contracts; and (ii) only such other liabilities and payables as specifically itemized on Schedule 3.1 hereto (collectively, the "Assumed Liabilities"). To the extent that Purchaser does not fully pay an Assumed Liability promptly following Closing, Purchaser shall use its best efforts to obtain from the third party holding such Assumed Liability written releases of Purchaser, and where applicable, Robert Colvin, from any further obligation or liability thereon.

3.2 Except for the Assumed Liabilities, Purchaser is not assuming any other liabilities or obligations of Seller under this Agreement.

Section 4. Consideration.

4.1 Cash Reserve Funds. Upon execution of this Agreement, Purchaser shall take such actions as may be necessary to allow Seller to receive the funds of Seller that are being held in reserve by 1st United Bank (approximately \$313,000). These funds will be used by Seller to pay certain of its accounts payable.

4.2 Purchase Price. In addition to the assumption of the Assumed Liabilities and the consideration under Section 4.1 above, Purchaser shall pay to Seller a purchase price for the Assets of \$100,000, payable at Closing as follows:

\$47,394.00 by Purchaser directly paying Seller's payables to ICBA (\$4,512) and Greenberg Taurig (\$42,882); and,

\$52,606.00 by wire transfer of immediately available funds to Seller's account. Seller shall notify Purchaser of its account information at or prior to Closing.

4.3 Loan. At Closing, Purchaser shall cause 534 Bramble LLC, an Illinois limited liability company ("Lender") to make a loan to Seller in the principal amount of \$250,000 (the "Loan"). The Loan shall bear interest at a fixed rate of 8% per annum and all accrued interest and principal shall be due and payable in full on or prior to February 1, 2005. The Loan shall be secured by a first priority, perfected security interest in all remaining assets of Seller. Purchaser shall have the right to prepay the Loan without penalty or a pre-payment charge. The Loan shall be documented by a promissory note, security agreement and UCC financing statement in forms mutually acceptable to Seller and Lender. The principal amount of the Loan shall be disbursed by Lender at Closing as follows:

\$100,000 by Purchaser directly paying such amount to Sungard, to be applied to amounts owed by Seller to Sungard; and,

\$150,000.00 by wire transfer of immediately available funds to Seller's account.

4.4 Continuing Royalty. For as long as Seller operates its electronic trading network (marketed under the tradename eTN), Seller shall pay to Purchaser and Lender a royalty on all transactions carried out on such network, including CIMCD transactions. The amount of the royalty shall be one basis point (.01%) for Purchaser and one sixteenth basis point (.000625%) for Lender. For each calendar quarter, the royalty due shall be calculated and paid within 30 days following the end of such quarter. Along with each payment, Seller shall provide Purchaser and Lender with a report setting forth the calculation of the royalty amount due each such party. During business hours and upon reasonable advance notice, Purchaser and Lender shall have the right to review and audit Seller's books and records as they relate to the calculation of the royalty. The foregoing royalty shall survive and continue following any sale by Seller of the eTN.

Section 5. Receivables; Payables. Except as otherwise provided herein, (i) all accounts receivable from the QR Network accruing to the date of Closing shall remain the property of the Seller and are not included as part of the Assets being sold, (ii) any and all accounts payable relating to the Network and accruing to and existing at the date of Closing are, and shall remain, the sole responsibility of Seller and (iii) any and all accounts receivable and accounts payable relating to the Network which shall accrue after Closing shall be the sole property and obligations, respectively, of Purchaser. Amounts received for renewals of the Customer Contracts shall be handled as follows:

- Renewals for August 2004, and thereafter are included as part of the Assets and shall belong to Purchaser; and
- Renewals for periods prior to August 2004 are not part of the Assets and are being retained by Seller.

After the Closing, Seller will continue to collect receivables that represent renewals for August 2004 and were invoiced on or prior to July 30, 2004 (the "Subject Receivables"). Seller shall pay any amounts owed to Purchaser for collection of the Subject Receivables on or prior to February 1, 2005, along with accrued interest on such amounts from August 1, 2004, to the date of payment at a rate of 8% per annum. Purchaser has prepared a list of all Subject Receivables, which is attached hereto as Schedule 5. At the Closing, Seller shall execute and deliver to Purchaser a promissory note evidencing the total amount of the Subject Receivables (\$64,866.58) and containing the payment terms described above and a guaranty of such note from Robert Colvin, both of which shall be in a form mutually agreeable to Seller and Purchaser. If any Subject Receivables are not collected by Seller within 90 days following Closing, the parties shall decrease the principal amount of the note by the amount of uncollected Subject Receivables and assign the collection of such uncollected Subject Receivables to Purchaser. If Seller receives payments on any other receivables that belong to Purchaser, Seller shall promptly forward such payments to Purchaser, along with any necessary endorsements.

Section 6. Employees and IT Department

6.1 Employees. As of the Closing, (i) Seller shall terminate the employment of those employees of Seller that are listed on Schedule 6 attached hereto, and (ii) Purchaser shall offer to hire all of such employees at the same rate of pay and other benefits as provided by Seller to such employees immediately prior to Closing. Purchaser shall also assume and honor all accrued vacation held by such employees as of the Closing and obtain the agreement from such employees to carry over such accrued vacation from their employment by Seller to their employment by Purchaser. Purchaser agrees to reimburse Seller at Closing for wages paid to such terminated employees for the period from August 1, 2004, through the date of termination, and the amounts paid for participation of such employees in the group health plan for the month of August 2004. Seller agrees to cooperate with Purchaser and the terminated employees on transferring their 401-k balance to Purchaser's plan.

6.2 IT Department. Seller's IT department will continue to provide services to both Seller and Purchaser following Closing until the IT department can be split or other mutually agreeable arrangements are made. The parties shall mutually agree on an equitable sharing of IT department expenses while such department is providing services to Purchaser. Once the IT department is split or other mutually agreeable arrangements are made, each party shall be entitled to a copy of the "Jag" system and other databases necessary for each party's operation. A memo setting forth the issues involved in splitting the IT department and the current mutually agreeable approach on each issue is attached hereto as Schedule 6.2.

6.3 Software. The Assets being sold to Purchaser hereunder include the software referred to as "set rates" and "view rates." Following Closing, such software shall be owned solely by Purchaser and Seller shall not have any further rights to such software and shall not use such software in any manner. Effective upon Closing, Seller also grants to Purchaser a perpetual, non-exclusive, royalty free license to use the portfolio tracking and report programs and related software code developed by Seller.

Section 7. Closing.

7.1 Time and Place. Provided all of the conditions to closing set forth herein have been satisfied or waived in writing by the party entitled to the benefit of such condition, the closing ("Closing") of the sale and purchase of the Assets shall take place effective as of the opening of business on August 1, 2004 ("Closing Date"), or such other time as the parties may agree in writing.

7.2 Obligations of Seller at the Closing. At the Closing, Seller shall execute and deliver to Purchaser the following:

- 7.2.1 one or more assignments or bills of sale from Seller conveying all of the Assets to Purchaser, in substantially the form as set forth in Exhibit A hereto;
- 7.2.2 the Loan Documents, as described and defined under Section 13.6.
- 7.2.3 the Settlement and Release Agreement, as described and defined under Section 13.7.
- 7.2.4 a copy of the resolutions of Seller's board of managers certified by the Secretary of Seller, authorizing the execution, delivery and performance of this Agreement and any other agreement to be entered into by Seller in connection herewith, and the transactions contemplated hereby;
- 7.2.5 all necessary consents of third parties, including without limitation, consents from third parties required for any of the Customer Contracts to be assigned to and/or assumed by Purchaser hereunder;
- 7.2.6 all books and records related to the Assets, including copies of all of the Customer Contracts; and
- 7.2.7 such other assignments, bills of sale, instruments of conveyance, certificates of officers and other documents as reasonably may be requested by Purchaser prior to the Closing to consummate this Agreement and the transactions contemplated hereby;

7.3 Obligations of Purchaser at the Closing. At the Closing, Purchaser shall execute and deliver to Seller the following:

- 7.3.1 a copy of the resolutions of Purchaser's board of managers or members certified by the Secretary of Purchaser authorizing the execution, delivery and performance of this Agreement and any other agreement to be entered into by Purchaser in connection herewith, and the transactions contemplated hereby;
- 7.3.2 the Loan Documents;
- 7.3.3 the Settlement and Release Agreement;
- 7.3.4 the Termination and Release Agreement, as described and defined under Section 14.9;
- 7.3.5 such certificates of officers and other documents as reasonably may be requested by Seller prior to the Closing to consummate this Agreement and the transactions contemplated hereby.

At Closing, Purchaser shall also make the payments to Seller and other third parties as required herein, including the payments set forth in Sections 4.2, 4.3 and 6.1.

7.4 Closing Statement. Schedule 7.4 hereto sets forth a closing statement for the transactions set forth herein, including all amounts to be paid hereunder and any deductions, credits or offsets thereto.

7.5 Additional Documents and Actions. At Closing, Purchaser shall join with Seller in executing appropriate documents and taking such further actions that are reasonably necessary to effect the transactions set forth herein. If any such documents need to be filed in the public records, Purchaser shall pay all of the fees and other costs incurred in connection therewith.

Section 8. Seller's Obligation Prior to Closing.

8.1 Seller's Operation of Network Prior to Closing. Seller agrees that between the date of this Agreement and the Closing Date, Seller will:

8.1.1 Continue to operate the Network in the usual and ordinary course consistent with past practice and in conformity with all applicable laws, ordinances, regulations, rules or orders, and will use its best efforts to preserve the continued operation of the Network with its customers, suppliers and others having business relations with Seller.

8.1.2 Not assign, sell, lease or otherwise transfer or dispose of any of the Assets, except in the normal and ordinary course of business and in connection with its normal operation.

8.1.3 Promptly notify Purchaser in writing of the receipt of any written notice or written claim of default or breach by Seller or of any termination or cancellation, or written threat of termination or cancellation, of any of the Customer Contracts.

8.1.4 Promptly notify Purchaser of any loss of or damage to any portion of the Assets.

8.1.5 Give written notice to Purchaser of any unusual event or circumstances which would adversely affect Seller, the Network or the Assets.

8.2 Access to Premises and Information. At reasonable times prior to the Closing Date, Seller will provide Purchaser and its representatives with reasonable access during business hours to the assets, titles, contracts, records, officers, directors and key employees of Seller and furnish such additional information concerning the Network and Assets as Purchaser from time to time may reasonably request.

8.3 Conditions and Best Efforts. Seller will use its best efforts to effectuate the transactions contemplated by this Agreement and to fulfill all the conditions to the obligations of Seller under this Agreement within its reasonable control, and will do all acts and things as may be commercially reasonable to carry out its obligations under this Agreement and to consummate and complete this Agreement.

8.4 Actions Requiring Purchaser's Consent. From the date hereof through the Closing Date, Seller will not, without the prior written consent of Purchaser, which may be withheld in Purchaser's sole and absolute discretion:

8.4.1 Take, suffer or permit any action which is within Seller's control which would render untrue, in any respect, any of the representations or warranties of Seller contained herein, or omit to take any action, the omission of which would render untrue any such representation or warranty.

8.4.2 Terminate, cancel or modify any of the Customer Contracts.

8.4.3 Waive any right or cancel any claim under the Assets, other than in the ordinary course of business.

8.4.4 Mortgage, pledge, hypothecate, subject to lien or other encumbrance or grant any security interest in any of the Assets or any interest therein.

8.4.5 Take or, to the extent possible, permit, any action which would prevent the performance of this Agreement or any related agreement.

Section 9. Covenants of Purchaser Prior to, Concurrent with and After Closing.

9.1 Conditions and Best Efforts. Purchaser will use its best efforts to effectuate the transactions contemplated by this Agreement and to fulfill all the conditions to the obligations of Purchaser under this Agreement within its reasonable control, and shall do all acts and things as may be commercially reasonable to carry out Purchaser's obligations and to consummate this Agreement.

Section 10. Access to Records. Seller shall have reasonable access after the Closing to all of the books and records relating to the Assets sold hereunder, to the extent that such access is reasonably necessary for the preparation of tax returns and financial statements. Purchaser shall have reasonable access after the Closing to all books, records and other documents retained by Seller, to the extent such access is reasonably necessary for the preparation of tax returns and financial statements or otherwise reasonably necessary with respect to the use of the Assets and operation of the Network after the Closing.

Section 11. Seller's and Shareholder's Representations. Seller represents and warrants to Purchaser that each of the following statements is true, correct and complete:

11.1 Corporate Existence. Seller is now, and on the Closing Date will be, a limited liability company duly organized, validly existing and in good standing under the laws of the State of Colorado, has all requisite corporate power and authority to own its properties and assets and carry on its business as it is presently conducted and is in good standing in each jurisdiction in which such qualification is required and where the failure to so qualify would not have a material adverse effect on the Assets or Seller's business.

11.2 Corporation Power and Authorization. Seller has full corporate authority to execute and deliver this Agreement and any other agreement to be executed and delivered by Seller in connection herewith, and to carry out the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action. No other corporate proceedings by Seller will be necessary to authorize this Agreement or the carrying out of the transactions contemplated hereby. This Agreement constitutes a valid and binding Agreement of Seller enforceable in accordance with its terms.

11.3 Conflict with Other Agreements. With respect to (i) the operating agreement of Seller, (ii) any applicable law, statute, rule or regulation, (iii) any contract to which Seller is a party or may be bound, or (iv) any judgment, order, injunction, decree or ruling of any court or governmental authority to which Seller is a party or subject, the execution and delivery by Seller of this Agreement and any other agreement to be executed and delivered by Seller in connection herewith and the consummation of the transactions contemplated hereby will not (a) result in any violation, conflict or default, or give to others any interest or rights, including rights of termination, cancellation or acceleration, or (b) require any authorization, consent, approval, exemption or other action by any court or

administrative or governmental body which has not been obtained, or any notice to or filing with any court or administrative or governmental body which has not been given or done.

11.4 Compliance with Law. Seller's use and occupancy of the Assets, wherever located, has been in compliance in all material respects with all applicable federal, state, local or other governmental laws or ordinances, the non-compliance with which, or the violation of which, might have a material adverse affect on the Network, the Assets, or the Assumed Liabilities, and Seller has received no claim or notice of violation with respect thereto. Without in any way limiting the generality of the foregoing, Seller is in compliance in all material respects with, and is subject to no liabilities under, any and all applicable laws, governmental rules, ordinances, regulations and orders pertaining to the presence, management, release, discharge or disposal of toxic or hazardous waste material or substances, pollutants (including conventional pollutants) and contaminants.

11.5 Title to Assets. Seller holds, and at the Closing Purchaser will receive, good and marketable title to the Assets, free and clear of restrictions on or conditions to transfer or assignment, and free and clear of liens, pledges, charges or encumbrances, except for (i) liens for current taxes not yet due and payable which have been fully reserved for and (ii) liens disclosed in Schedule 11.5 which will be released at Closing.

11.6 Customer Contracts. Attached as Schedule 11.6 is a true and correct listing of all Customer Contracts. Each Customer Contract is valid and enforceable in accordance with its terms. Seller is not and, to the best of Seller's knowledge, no other party thereto is in material breach of or in default under any Customer Contract nor has any notice or claim with respect to any breach or default thereunder been given or received by Seller.

11.7 Litigation. There is no claim, litigation, proceeding or investigation pending or, to the best of Seller's knowledge, threatened against Seller that might result in any material adverse change in the Network or condition of Assets being conveyed under this Agreement or impair Seller's ability to consummate the transactions contemplated by this Agreement, nor is Seller in default with respect to any order of any court or governmental agency entered in respect of the Network or Assets.

11.8 Brokerage. Neither Seller nor any of its representatives has employed any broker, finder or similar agent in connection with the transactions contemplated by this Agreement, or taken action that would give rise to a valid claim against any party for a brokerage commission, finder's fee or similar compensation.

Section 12. Representations of Purchaser. Purchaser represents and warrants to Seller that each of the following statements is true, correct and complete:

12.1 Corporate Existence. Purchaser is now, and on the Closing Date will be, a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois, has all requisite power and authority to enter into this Agreement and perform its obligations hereunder.

12.2 Authorization. Purchaser has full corporate authority to execute and deliver this Agreement and any other agreement to be executed and delivered by Purchaser in connection herewith, and to carry out the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action. No other corporate proceedings by Purchaser will be necessary to authorize this Agreement or the carrying out of the transactions contemplated hereby. This Agreement constitutes a valid and binding Agreement of Purchaser, enforceable in accordance with its terms.

12.3 Conflict with Other Agreements, Consents and Approvals. With respect to (i) the organizational documents of Purchaser, (ii) any applicable law, statute, rule or regulation, (iii) any contract to which Purchaser is a party or may be bound, or (iv) any judgment, order, injunction, decree or ruling of any court or governmental authority to which Purchaser is a party or subject, the execution and delivery by Purchaser of this Agreement and any other agreement to be executed and delivered by Purchaser in connection herewith and the consummation of the transactions contemplated hereby will not (a) result in any violation, conflict or default, or give to others any interest or rights, including rights of termination, cancellation or acceleration, or (b) require any authorization, consent, approval, exemption or other action by any court or administrative or governmental body which has not been obtained, or any notice to or filing with any court or administrative or governmental body which has not been given or done.

12.4 Brokerage. Neither Purchaser nor any of its representatives has employed any broker, finder or similar agent in connection with the transactions contemplated by this Agreement, or taken action that would give rise to a valid claim against any party for a brokerage commission, finder's fee or similar compensation.

12.5 Litigation. There is no claim, litigation, proceeding or investigation pending or, to the best of Purchaser's knowledge, threatened against Purchaser that might result in any material adverse change in its business or impair Purchaser's ability to consummate the transactions contemplated by this Agreement, nor is Purchaser in default with respect to any order of any court or governmental agency entered in respect of its business or assets.

Section 13. Conditions Precedent to Purchaser's Obligations. The obligation of Purchaser to purchase the Assets is subject to the fulfillment, prior to or at the Closing Date, of each of the following conditions, any one or portion of which may be waived in writing by Purchaser:

13.1 Representations, Warranties and Covenants of Seller. The representations and warranties of Seller contained herein and the information contained in the Schedules and any other documents delivered by Seller in connection with this Agreement shall be true and correct in all material respects at the Closing; and Seller shall have performed all obligations and complied with all agreements, undertakings, covenants and conditions required by this Agreement to be performed or complied with by it on or prior to the Closing.

13.2 Licenses and Permits; Regulatory Approvals. Purchaser shall have obtained all licenses, permits and regulatory approvals from public authorities necessary to authorize the purchase, ownership and operation of the Assets.

13.3 Condition of the Network. There shall have been no material adverse change in the manner of operation, financial condition or prospects of the Network or Assets prior to the Closing Date.

13.4 No Suits or Actions. At the Closing Date no suit, action or other proceeding shall have been threatened or instituted to restrain, enjoin or otherwise prevent the consummation of this Agreement or the contemplated transactions.

13.5 Sungard. Seller shall have obtained from Sungard a written acknowledgement of Seller's right to sell and assign its interest in QwickRate to Purchaser.

13.6 Loan Documents. Purchaser and Seller shall have mutually agreed on the form of the promissory note, security agreement and UCC financing statement (collectively, the "Loan Documents") to evidence the Loan being made by Purchaser to Seller at Closing.

13.7 Settlement and Release. Purchaser and Seller shall have mutually agreed upon the form of the settlement and release agreement with ExpressData Corporation and Laurie Freeman (the "Settlement and Release Agreement"), which shall be entered and effective prior to or concurrent with the Closing;

13.8 Bridge Lender Consent and Waiver. All of the lenders providing bridge loans to Seller shall have provided a written consent and waiver in a form mutually agreeable to Seller and Purchaser.

13.9 Confirmation of Payment of Payroll and 401-k Contributions. Seller shall have provided Purchaser with written confirmation of the payment of payroll and 401-k contributions through July 31, 2004.

13.10 Mutual Commission Arrangement. Purchaser and Seller shall execute a mutually agreeable commission agreement for the marketing of each others respective products.

Section 14. Conditions Precedent to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or at the Closing Date, of each of the following conditions, any one or a portion of which may be waived in writing by Seller;

14.1 Representations, Warranties and Covenants of Purchaser. The representations and warranties of Purchaser contained herein and any other documents delivered by Purchaser in connection with this Agreement shall be true and correct in all material respects at the Closing; and Purchaser shall have performed all obligations and complied with all agreements, undertakings, covenants and conditions required by this Agreement to be performed or complied with by it on or prior to the Closing.

14.2 Licenses and Permits; Regulatory Approvals. Seller shall have obtained all licenses, permits and regulatory approvals from public authorities that are necessary to authorize the sale of the Assets.

14.3 No Suits or Actions. At the Closing Date no suit, action or other proceeding shall have been threatened or instituted to restrain, enjoin or otherwise prevent the consummation of this Agreement or the contemplated transactions.

14.4 Sungard. Seller shall have obtained from Sungard a written acknowledgement of Seller's right to sell and assign its interest in QwickRate to Purchaser.

14.5 Necessary Consents. Seller shall have obtained all necessary consents to carry out these transactions from third parties, including, without limitation, the bridge lenders (on both the bridge loans being assumed by Purchaser and those bridge loans being retained by Seller).

14.6 Loan Documents. Purchaser and Seller shall have mutually agreed on the form of the Loan Documents to evidence the Loan being made by Purchaser to Seller at Closing.

14.7 Settlement and Release Agreement. Purchaser and Seller shall have mutually agreed on the form of the Settlement and Release Agreement, which shall be entered and effective prior to or concurrent with the Closing.

14.8 Bridge Lender Consent and Waiver. All of the lenders providing bridge loans to Seller shall have provided a written consent and waiver in a form mutually agreeable to Seller and Purchaser.

14.9 Termination of Loan Documents between Seller and Francis Smith. As of Closing, Francis Smith ("FS") shall sign a termination and release agreement (the "Termination and Release Agreement") in a form acceptable to Seller to terminate and fully release and discharge Seller from all obligations and liabilities under the following documents, all dated January 30, 2002:

- Loan and Security Agreement between Seller and FS,
- Promissory Note in the original principal amount of \$1,000,000, from Seller and payable to the order of FS,
- Personal Guaranty from Robert Colvin to FS, and guarantying the obligations of Seller under the foregoing documents.

FS shall also execute and file UCC termination statements to terminate any UCC filings made by FS with respect to the above described documents.

14.10 Mutual Commission Arrangement. Purchaser and Seller shall execute a mutually agreeable commission agreement for the marketing of each others respective products.

Section 15. Indemnification and Survival.

15.1 Survival of Representations and Warranties. All representations and warranties made in this Agreement shall survive the Closing of this Agreement for a period of two years. Any party learning of a misrepresentation or breach of representation or warranty under this Agreement shall promptly give written notice thereof to all other parties to this Agreement, provided that the failure to give prompt notice shall not constitute a waiver of any rights hereunder unless the other party has been materially prejudiced by the delay in giving such notice, or such notice was not provided on or before the two-year anniversary date of the Closing.

15.2 Seller's Indemnification. Seller agrees to indemnify and hold Purchaser, its successors and assigns harmless from and against (i) any and all damages, losses, claims, liabilities, deficiencies and obligations of every kind and description, contingent or otherwise, arising out of or related to the operation of Seller's Assets prior to the close of business on the day before the Closing Date, except for damages, losses, claims, liabilities, deficiencies and obligations of Seller expressly assumed by Purchaser under this Agreement, (ii) any liability or obligation of Seller which is not an Assumed Liability, (iii) any and all damage or deficiency resulting from any misrepresentation, breach of warranty or covenant, or nonfulfillment of any agreement on the part of Seller under this Agreement, and (iv) any and all actions, suits, claims, proceedings, investigations, audits, demands, assessments, fines, judgments, costs and other expenses (including, without limitation, reasonable audit and attorneys fees actually incurred) incident to any of the foregoing.

15.3 Purchaser's Indemnification. Purchaser agrees to defend, indemnify, and hold harmless Seller from and against (i) after the Closing, any liability or obligation of Seller which is an Assumed Liability, (ii) any and all damages, losses, claims, liabilities, deficiencies and obligations of every kind and description, contingent or otherwise, arising out of or related to the operation of the Assets on and after the Closing Date, (iii) any and all damage or deficiency resulting from any misrepresentation, breach of warranty or covenant, or nonfulfillment of

17.3 Termination. This Agreement may be terminated at any time prior to Closing by: (i) mutual consent of Purchaser and Seller; (ii) Purchaser, if any of the conditions specified in Section 13 shall not have been fulfilled by August 4, 2004, and shall not have been waived by Purchaser; or (iii) Seller, if any of the conditions specified in Section 14 shall not have been fulfilled by August 4, 2004, and shall not have been waived by Seller. In the event of termination of this Agreement by either Purchaser or Seller pursuant to clause (ii) or (iii) of the immediately preceding sentence, Purchaser, on the one hand, and Seller, on the other hand, shall be liable to the other for any breach hereof by such party, which breach led to such termination. Purchaser and Seller shall also be entitled to seek any other remedy to which such party may be entitled at law or in equity in the event of such termination, which remedies shall include injunctive relief and specific performance.

17.4 Survival. Termination of this Agreement shall not affect the rights or obligations of the parties which arise prior to the termination.

17.5 Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself or any other provision. For any waiver to be effective, it must be in writing signed by the party to be charged therewith. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

17.6 Assignment. Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without the prior written consent of the other party.

17.7 Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

17.8 Venue and Jurisdiction. In connection with any action brought on this Agreement, each party consents to non-exclusive jurisdiction and venue in any State or Federal courts located in either the City and County of Denver, Colorado. All parties hereby consent to the jurisdiction of such courts.

17.9 Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

17.10 Titles and Captions. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

17.11 Pronouns and Plurals. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

17.12 Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

17.13 Modifications Must Be in Writing. This Agreement may not be changed orally. All modifications of this Agreement must be in writing and must have been signed by each party.

17.14 Agreement Binding. This Agreement shall be binding upon the successors and permitted assigns of the parties hereto.

17.15 Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

17.16 Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

17.17 Facsimile Signatures. Facsimile transmission of any signed original document, and the retransmission of any signed facsimile transmission, shall be the same as delivery of the original signed document. At the request of any party, a party shall confirm documents with a facsimile transmitted signature by signing an original document.

17.18 Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

17.19 Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

17.20 Enforcement of Agreement. In the event of litigation regarding this Agreement, the prevailing party in such litigation shall, in addition to any other remedies the prevailing party may obtain in such litigation, be entitled to recover from the other party its reasonable legal fees and out of pocket costs actually incurred in enforcing or defending its rights hereunder.

17.21 Mutual Obligations. Various Customer Contracts include certain provisions that will remain common to both Seller and Purchaser after the Closing Date. These Customer Contracts are designated with an asterisk in Schedule II.6 ("Continuing Contracts"). Notwithstanding any provision in this Agreement to the contrary, Seller will retain all rights, duties and obligations stated in each Continuing Contract that pertain to the continuing operation of the eTN system. Seller will notify each contracting institution that Seller has assigned the QwickRate product to Purchaser, and that Purchaser will assume all rights, duties and obligations as the "Licensor" in said Continuing Contract(s) applicable to the QwickRate product. Both Seller and Purchaser will maintain the confidentiality of any trade secret(s) stated in any Continuing Contract, and such obligation shall survive the termination of this Agreement, notwithstanding any provision in this Agreement to the contrary. Upon the expiration of each Continuing Contract, neither Seller nor Purchaser shall attempt to renew the existing Continuing Contract, but may offer services to the contracting institution independent of the other party through a new, separate contract.

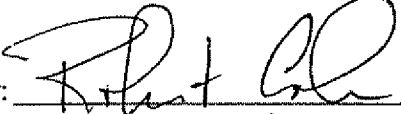
17.22 Office Space. Following Closing, Purchaser shall have the right to continue to occupy Seller's office space in Atlanta at no charge through August 31, 2004. Purchaser shall vacate the space by August 31, 2004, and leave it in broom clean condition and free of any damage.

17.23 Mutual Non-Competition. For a period of ten years following Closing (i) Seller agrees not to, directly or indirectly, operate a subscription based deposit network that qualifies under applicable FDIC regulations as non-brokered deposits, and (ii) Purchaser agrees not to, directly or indirectly, operate a network similar to Seller's eTN

network, which offers brokered deposits and derives the substantial part of its revenue through transaction based fees as opposed to subscription based fees.


The parties have executed this Agreement by their duly authorized representatives effective as of the date first set forth above.

Index Powered Financial Services, LLC

By: 

Title: President

QuickRate of Illinois, L.L.C.

By: 

Title: MANAGING MEMBER