

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Able Planet, Incorporated		12/27/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Dr.
Internal Address:	HG 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Serial Number:	78556233	LINX TECHNOLOGY
Serial Number:	78699988	HEAR THE DIFFERENCE
Serial Number:	78699980	ABLE PLANET
Serial Number:	78721216	LINX
Serial Number:	78537289	IT IS POSSIBLE.
Serial Number:	78809374	TURN IT DOWN!
Serial Number:	78762056	CLEAR COMFORT
Serial Number:	78762052	CLEAR VOICE
Serial Number:	78762050	CLEAR HARMONY
Serial Number:	78747419	LINX AUDIO
Serial Number:	77027457	CLEAR CHOICE
Serial Number:	77010150	SOUND CLARITY
Serial Number:	77009558	ABLE EAR

CH \$390.00 78556233

Serial Number:	77009441	CLEAR TALKER
Serial Number:	77009419	ABLE TALKER

**CORRESPONDENCE DATA**

Fax Number: (404)634-4429  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3036344306  
Email: progers@mckennalong.com  
Correspondent Name: Patricia J. Rogers  
Address Line 1: 1875 Lawrence St.  
Address Line 2: Suite 200  
Address Line 4: Denver, COLORADO 80210

ATTORNEY DOCKET NUMBER:	09875.0150
NAME OF SUBMITTER:	Patricia J. Rogers
Signature:	/patricia j. rogers/
Date:	04/30/2007

**Total Attachments: 12**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 27<sup>th</sup> day of December, 2006 by and between Able Planet, Incorporated ("Grantor"), and Silicon Valley Bank, a California banking corporation ("Bank").

### RECITAL

Bank will make credit extensions to Grantor as described in the Loan and Security Agreement (as amended, restated, or otherwise modified, the "Loan Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's Obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Indebtedness, obligations and liabilities to Bank, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business;

(b) Performance of this IP Agreement does not conflict with or result in a breach of any other agreement covering the Intellectual Property Collateral to which Grantor is bound, except to the extent that such other intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent;

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for Permitted Liens;

(d) Each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and, to Grantor's knowledge, no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Bank of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Bank in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Grantor shall not register any Copyrights or Mask Works with the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior notice to Bank of its intent to register such Copyrights or Mask Works and has provided Bank with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Bank may reasonably request in order to maintain the perfection and priority of Bank's security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright application(s) with the United States Copyright Office. Grantor shall promptly provide to Bank a copy of the Copyright application(s) filed with the United States Copyright Office, together with evidence of the recording of the security documents necessary for Bank to maintain the perfection and priority of its security interest in such Copyrights or Mask Works. Grantor shall provide written notice to Bank of any application filed by Grantor in the United States Patent Trademark Office for a patent or to register a trademark or service mark within 30 days of any such filing;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Bank a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge (except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder, and except as has been already made or obtained) no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Bank by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts; and

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Bank in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Grantor to dispose of any Intellectual Property Collateral or the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Bank's Rights. Upon the occurrence and during the continuation of an Event of Default, Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required to take under this IP Agreement but which Grantor fails to take. Grantor shall reimburse and indemnify Bank for all costs and reasonable expenses incurred in the exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Grantor, and any of

Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than one (1) in every six (6) months so long as no Event of Default has occurred and is continuing; provided, however, nothing herein shall entitle Bank access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Bank or otherwise, from time to time in Bank's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to Grantor all deed, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Bank pursuant hereto.

11. Course of Dealing. No course of dealing, any failure to exercise, or any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard for choice of law provisions. Grantor and Bank consent to the nonexclusive jurisdiction of any state or federal court located in California.

16. Confidentiality. In handling any confidential information, Bank shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (i) to the affiliates of the Bank, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Bank.

***[REMAINDER OF PAGE LEFT BLANK]***

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

**Address of Grantor:**

1746 Cole Boulevard, 21-295  
Lakewood, CO 80401

**GRANTOR:**

**ABLE PLANET, INCORPORATED**

By: *RJ Kali*  
Name: ROBERT J. KALI  
Title: CFO

**Address of Bank:**

3003 Tasman Drive  
Santa Clara, CA 95054

**BANK:**

**SILICON VALLEY BANK**

By: *Cindy Skatz*  
Name: Cindy Skatz  
Title: RM



(PK)

December 27,

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated ~~October 16,~~ 2006.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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NONE

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
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NONE

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated ~~October 16,~~ <sup>December 27,</sup> 2006. (PJK)

EXHIBIT "B"

Patent Description	Country	Serial No./ Patent No.	PATENTS Filing Date	Status
Improved Telephone Handset	United States	10/864,692	6/9/2004	<b>No Actions Pending</b> PAIR shows first office action prediction in 6 months
Improved Telephone Handset	United States	10/864,691	6/9/2004	<b>No Actions Pending</b> Still awaiting response to Petition to Withdraw Abandonment
Apparatus and Methods for Mitigating Impairments Due to Central Auditory Nervous System Binaural Phase-Time Asynchrony	Canada	2,386,653		Annuity Due
Apparatus for Communication Coupling with a Hearing Aid	United States	10/411,867	4/11/2003	Response to 2nd Office Action Due November 7, 2006
Apparatus and Methods for Mitigating Impairments Due to Central Auditory Nervous System Binaural Phase-Time Asynchrony	United States	10/110,035 7,120,258	4/5/2002	3.5 Year Maintenance Fee due 4/10/2010
Audio Signal System	United States	11/188,519	7/25/2005	<b>No Actions Pending</b> PAIR shows first office action prediction in 16 months
A&M Mitigating Impairments	Great Britain	1234480		Annuity Due
A&M Mitigating Impairments	Germany	00968722.9		Annuity Due
Improved Telephone Handset	Singapore	200507562-7		<b>No Actions Pending</b>
Improved Telephone Handset	Australia	2004247234		Examination Due
Improved Telephone Handset	Brazil	PI0411298-9		Examination and Annuity Due
Improved Telephone Handset	Canada	2,528,982		Annuity Due Examination Due
Improved Telephone Handset	China P.R.	20048001629 7.5		<b>No Actions Pending</b>
Improved Telephone Handset	European Patent Convention	EP 04 754 872.2		Annuity Due
Improved Telephone Handset	Japan	to be assigned		Examination Due
Improved Telephone Handset	Korea South	to be assigned		Examination Due
Improved Telephone Handset	Mexico	PA/A/2005/01 3292		<b>No Actions Pending</b>

December 27, 2006  
PJK

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated October 16, 2006.

EXHIBIT "B"

Patent Description	Country	Serial No./ Patent No.	PATENTS Filing Date	Status
Improved Telephone Handset	New Zealand	544045		Annuity Due
Apparatus and Methods for Mitigating Impairments Due to Central Auditory Nervous System Binaural Phase-Time Asynchrony	United States	11/443,859	5/31/2006	<b>No Actions Pending</b> PAIR shows first office action prediction in 28 months
Audio Signal System	Patent Cooperation Treaty	PCT/US06/02 7826		Chapter II Demand 19th Mon 20 Month Ntl If desired 30 Month Ntl Deadline  ISR/WO has not been received


December 27, 

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated ~~October 16~~, 2006.

EXHIBIT "C"  
TRADEMARKS

	<u>Serial Number</u>	<u>Word Mark</u>	<u>Country</u>	<u>Status</u>
1	78556233	LINX TECHNOLOGY	US	Pending
2	78699988	HEAR THE DIFFERENCE	US	Pending
3	78699980	ABLE PLANET	US	Pending
4	78721216	LINX	US	Pending
5	78537289	IT IS POSSIBLE.	US	Pending
6	78809374	TURN IT DOWN!	US	Pending
7	78762056	CLEAR COMFORT	US	Pending
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11	77027457	CLEAR CHOICE	US	Pending
12	77010150	SOUND CLARITY	US	Pending
13	77009558	ABLE EAR	US	Pending
14	77009441	CLEAR TALKER	US	Pending
15	77009419	ABLE TALKER	US	Pending


December 27, 

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated ~~October 18~~, 2006.

EXHIBIT "D"

MASK WORKS

<u>MASK WORK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
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*NOTE*

**ABLE PLANET CAPITALIZATION SUMMARY**

	Common		Series A		Series A-1		Options		Warrants		Total Equity		Fully-Diluted Ownership
	Postsplit Shares	Cost	Postsplit Shares	Cost	Postsplit Shares	Cost	Shares	Cost	Shares	Cost	Shares	Cost	
<b>Founders, Officers &amp; Directors</b>													
Juan Waldron	25,903	\$ 2,590,300	-	-	-	-	-	-	-	-	1,450,568	\$ 2,590	16.342%
Juan Bilger Burleigh	25,903	\$ 2,590,300	-	-	-	-	-	-	-	-	1,450,568	\$ 2,590	16.342%
Anne Foster	6,463	\$ 646,300	-	-	-	-	-	-	-	-	361,928	\$ 646	4.127%
Smucklen Capital Partners	12,925	\$ 1,292,500	-	-	-	-	-	-	-	-	723,800	\$ 1,295	8.254%
													0.000%
<b>Employees &amp; Consultants</b>													
Mary Penny	404	\$ 40,400	-	-	-	-	-	-	-	-	22,624	\$ 40	0.248%
Precision, Inc.	807	\$ 80,700	-	-	-	-	-	-	-	-	45,192	\$ 81	0.315%
Brent Jalkan	807	\$ 80,700	-	-	-	-	-	-	-	-	45,192	\$ 81	0.315%
													0.000%
<b>Investors</b>													
McMurry Foundation	18,641	\$ 1,864,100	-	-	-	-	-	-	-	-	1,043,896	\$ 3,000,000	11.984%
Juan Bilger Burleigh			57,559	\$ 46,047	-	-	-	-	-	-	57,559	\$ 46,047	0.656%
Triangle River Holdings, LLC			125,000	\$ 1,250,000	-	-	-	-	-	-	125,000	\$ 1,000,000	1.425%
Everett Enterprises, Inc.			213,743	\$ 1,709,944	-	-	-	-	-	-	213,743	\$ 1,709,944	2.437%
Richard D. Hebard			125,000	\$ 1,250,000	-	-	-	-	-	-	181,075	\$ 1,600,000	2.065%
Kenneth A. Hebard			125,000	\$ 1,250,000	-	-	-	-	-	-	181,075	\$ 1,600,000	2.065%
BMJP, LLC			125,000	\$ 1,250,000	-	-	-	-	-	-	265,187	\$ 2,500,000	3.024%
Janel K. and John A. Peterson, JTWRCS			69,796	\$ 55,837	-	-	-	-	-	-	69,796	\$ 55,837	0.796%
Philip J. Smucklen and Dennis Smucklen, JTWRCS			12,300	\$ 10,000	-	-	-	-	-	-	21,846	\$ 20,000	0.249%
													0.000%
<b>Debt Conversion</b>													
SI, Inc.					14,933	\$ 15,999,711	-	-	-	-	14,933	\$ 16,000	0.171%
One Tribe Creative, LLC					7,798	\$ 8,343,866	-	-	-	-	7,798	\$ 8,344	0.089%
Colorado Technology Incubator (CTEK)					18,691	\$ 19,999,327	-	-	-	-	18,691	\$ 19,999	0.213%
<b>Series A-1 VC Investors</b>													
PA Investments I, LLC (Joseph Assaf)					46,729	\$ 50,000,003	-	-	-	-	46,729	\$ 50,000	0.533%
Entrust New Direction IRA, Inc. (by John R. Butler IRA)					46,729	\$ 50,000,003	-	-	-	-	46,729	\$ 50,000	0.533%
Double E and G, Inc.					93,458	\$ 100,000,006	-	-	-	-	93,458	\$ 100,000	1.066%
Pushing LLC, (by Elizabeth Doherty IRA)					65,421	\$ 70,000,477	-	-	-	-	65,421	\$ 70,000	0.746%
Robert G. Lattes Revocable Trust, dated April 21, 2000					186,916	\$ 200,000,112	-	-	-	-	186,916	\$ 200,000	2.131%
Pushing LLC, (by Isabelle Pelton IRA)					18,692	\$ 20,000,444	-	-	-	-	18,692	\$ 20,000	0.213%
RIA Partners - 2, LLP					258,830	\$ 276,948,101	-	-	-	-	258,830	\$ 276,948	2.952%
Pushing LLC, (by Kevin R. Smucklen SEP IRA)					70,094	\$ 75,000,538	-	-	-	-	70,094	\$ 75,000	0.799%
Pushing LLC, (by Mary Arlene Smucklen IRA)					23,365	\$ 25,000,558	-	-	-	-	23,365	\$ 25,001	0.266%
Pushing LLC, (by Steve H. Parker IRA)					70,094	\$ 75,000,538	-	-	-	-	70,094	\$ 75,000	0.799%
Pushing LLC, (by Margaret A. Parker IRA)					21,028	\$ 22,409,906	-	-	-	-	21,028	\$ 22,500	0.240%
Pushing LLC, (by Mee H. Lee IRA)					93,458	\$ 100,000,006	-	-	-	-	93,458	\$ 100,000	1.066%
David Maribee Smith Trust U/A DTD 6/22/95					46,729	\$ 50,000,003	-	-	-	-	46,729	\$ 50,000	0.533%
Cherokee Road Investors, LLC (Christopher Young MD)					112,150	\$ 120,000,501	-	-	-	-	112,150	\$ 120,000	1.279%
Wolf Capital Partners Co., LLP					93,458	\$ 100,000,006	-	-	-	-	93,458	\$ 100,000	1.066%
Advance Capital Colorado Partners I, L.P.					420,561	\$ 450,000,277	-	-	-	-	420,561	\$ 450,000	4.996%
TriCap Enterprises, LLLP					46,729	\$ 50,000,003	-	-	-	-	46,729	\$ 50,000	0.533%
The M. Ritchhart Family Trust dated 9/24/96					46,729	\$ 50,000,003	-	-	-	-	46,729	\$ 50,000	0.533%
<b>Option Pool</b>													
Officers & Directors													0.000%
Other													0.000%
Unissued					707,599						707,599		8.069%
													0.000%
<b>Total</b>	91,833	\$ 9,183,300	853,598	\$ 8,535,908	2,064,293	\$ 2,208,796	707,599		707,599		8,769,260	\$ 8,769,260	100.000%