

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	03/29/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Index Powered Financial Services, LLC		03/26/2006	LIMITED LIABILITY COMPANY: COLORADO

**RECEIVING PARTY DATA**

<b>Name:</b>	SFPI, LLC
<b>Doing Business As:</b>	DBA Community Bank Funding Company
<b>Street Address:</b>	3300 South Parker Road, Suite 615
<b>City:</b>	Aurora
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80014
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2972409	E TRANSACTION NETWORK
Registration Number:	2953708	ETN

**CORRESPONDENCE DATA**

**Fax Number:** (303)333-1470  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 3033333010  
**Email:** tombirney@patnet.com  
**Correspondent Name:** Thomas S. Birney  
**Address Line 1:** Dorr, Carson & Birney, PC  
**Address Line 2:** 501 S. Cherry St, Suite 800  
**Address Line 4:** Denver, COLORADO 80246

**ATTORNEY DOCKET NUMBER:** 8544/9

**900197146**

**TRADEMARK  
 REEL: 004584 FRAME: 0086**

**CH \$65.00 2972409**

NAME OF SUBMITTER:	Thomas S. Birney
Signature:	/Thomas S. Birney/
Date:	07/15/2011
<p><b>Total Attachments: 31</b></p> <p>source=Asset Purchase Agreement#page1.tif  source=Asset Purchase Agreement#page2.tif  source=Asset Purchase Agreement#page3.tif  source=Asset Purchase Agreement#page4.tif  source=Asset Purchase Agreement#page5.tif  source=Asset Purchase Agreement#page6.tif  source=Asset Purchase Agreement#page7.tif  source=Asset Purchase Agreement#page8.tif  source=Asset Purchase Agreement#page9.tif  source=Asset Purchase Agreement#page10.tif  source=Asset Purchase Agreement#page11.tif  source=Asset Purchase Agreement#page12.tif  source=Asset Purchase Agreement#page13.tif  source=Asset Purchase Agreement#page14.tif  source=Asset Purchase Agreement#page15.tif  source=Asset Purchase Agreement#page16.tif  source=Asset Purchase Agreement#page17.tif  source=Asset Purchase Agreement#page18.tif  source=Asset Purchase Agreement#page19.tif  source=Asset Purchase Agreement#page20.tif  source=Asset Purchase Agreement#page21.tif  source=Asset Purchase Agreement#page22.tif  source=Asset Purchase Agreement#page23.tif  source=Asset Purchase Agreement#page24.tif  source=Asset Purchase Agreement#page25.tif  source=Asset Purchase Agreement#page26.tif  source=Asset Purchase Agreement#page27.tif  source=Asset Purchase Agreement#page28.tif  source=Asset Purchase Agreement#page29.tif  source=Asset Purchase Agreement#page30.tif  source=Asset Purchase Agreement#page31.tif</p>	

---

---

ASSET PURCHASE AGREEMENT  
AMONG  
INDEX POWERED FINANCIAL SERVICES, LLC  
RCBW HOLDINGS, LLC  
ROBERT C. COLVIN  
AND  
SFPI, LLC

March *29<sup>th</sup>*, 2006

---

---

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is executed and effective as of March 29<sup>th</sup>, 2006, by and among Index Powered Financial Services, LLC, a Colorado limited liability company ("Seller"), RCBW Holdings, LLC, a Colorado limited liability company ("Holdings"), Robert C. Colvin, an individual ("Colvin" and together with Seller and Holdings, the "Seller Parties") and SFPI, L.L.C., a Delaware limited liability company ("Buyer") (collectively, the "parties").

### RECITALS

WHEREAS, Buyer wishes to purchase from Seller, and Seller wishes to sell to Buyer, the Purchased Assets (as defined below) upon the terms and conditions of this Agreement; and

WHEREAS, in order to induce Buyer to purchase the Purchased Assets, Colvin and Holdings, each of whom will receive a direct, tangible and material benefit from the transactions contemplated by this Agreement by virtue of the fact Colvin is the sole shareholder of the sole member of Seller and is a member of Holdings, is willing to be a party to this Agreement as set forth herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

### ARTICLE 1

#### DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

"Accounts Receivable" shall mean (a) all trade accounts receivable and other rights to payment from customers of Seller and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped or products sold or services rendered to customers of Seller, (b) all other accounts or notes receivable of Seller and the full benefit of all security for such accounts or notes, and (c) any claim, remedy or other right related to any of the foregoing.

"Assumed Liabilities" shall mean only the duties, liabilities or obligations of Seller, if any, arising after the Closing Date in connection with the items identified on Schedule 1A, except as otherwise noted on Schedule 1A, and shall specifically exclude, among other things, (i) any liabilities for employment, income, sales, property or other Taxes incurred or accrued by Seller, including without limitation as a result of this transaction; (ii) any fees or expenses incurred by Seller in connection with this transaction; (iii) any debt, payables or other liabilities to Related Persons other than salary and other payroll related expenses that may be specifically set forth on Schedule 1A; (iv) any liabilities related to any employee benefit plan, including, without limitation, any 401(k), any profit sharing or pension plan, whether or not sponsored by Seller, any deferred compensation payables, accrued bonus payables, other accrued liabilities,

and any COBRA-related obligations: (v) any litigation pending against Seller; (vi) any warranty liability to Seller's customers, including any liability arising out of or relating to any breach by Seller of any obligation to a customer that occurred prior to the Closing; and (vii) any liability or obligation constituting or arising out of any Debt of Seller.

"Business" shall mean the business of developing, marketing and providing securitization services to financial institutions, banks and credit unions, including, without limitation, the provision of Seller's "eTN<sup>®</sup> Network" and "Capital Market CD" program, products, technologies and related services.

"Colvin Patent" shall mean the patent pending application filed by Colvin on November 15, 2004, with the United States Patent and Trademark Office, number 10/990,160, titled "Methods and Systems for Securitization of Certificates of Deposit," and published on September 29, 2005, publication number US 2005/0216399 A1.

"Contract" shall have the meaning assigned to it in Section 3.13.

"Current Assets" shall mean all Accounts Receivable and prepaid expenses of Seller and other assets classified as current assets in accordance with GAAP.

"Debt", as applied to any Person, means: (a) indebtedness or liability of such Person for borrowed money, or with respect to deposits or advances of any kind, or for the deferred purchase price of property or services; (b) all obligations of such Person evidenced by notes, bonds, debentures or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property or assets purchased by such Person, (d) all obligations of such Person for the deferred purchase price of property or services; (e) all obligations of such Person as lessee under capital leases; (f) current liabilities of such Person in respect of the present value of unfunded vested benefits under any employee benefit plan; (g) obligations of such Person under letters of credit, bankers acceptances, or comparable arrangements; (h) obligations of such Person arising under acceptance facilities; (i) guaranties, endorsements (other than for collection or deposit in the ordinary course of business), and other contingent obligations of such Person to purchase, to provide funds for payment, to supply funds to invest in any Persons, or otherwise to assure a creditor against loss; (j) all obligations of such Person secured by any Lien on any of such Person's assets or property, whether or not the obligations have assumed, and (k) all obligations of such Person in respect of interest rate protection agreements, foreign currency exchange agreements or other interest or exchange rate hedging arrangements.

"Excluded Assets" shall mean those items listed as such on Schedule IB hereto.

"Financial Statements" shall have the meaning assigned to it in Section 3.6.

"GAAP" shall mean United States generally accepted accounting principles consistently applied.

*"Governmental Entity"* shall mean any court, administrative agency, commission, state, municipality or other governmental authority or instrumentality, domestic or foreign, national or international.

*"Holdings Membership Interest"* shall mean the thirty-five percent (35%) membership interests in the capital, profits and losses of Buyer, or any successor Person thereto, to be issued to, and held of record or beneficially by, Holdings pursuant to this Agreement, together with any other membership interests in the capital, profits and losses of Buyer subsequently acquired by Holdings or any of its members.

*"Knowledge"* shall mean the knowledge of Colvin or any other individual who is serving, or who has at any time served, as a director or officer of Seller (or in any similar capacity) as to any fact or other matter of which Colvin or such individual is actually aware, and such knowledge shall be deemed to include knowledge of any fact or matter as to which a prudent individual could be expected to discover or otherwise become aware in the course of conducting a reasonably comprehensive investigation regarding the accuracy of any representation or warranty by Seller contained in this Agreement.

*"Liens"* shall mean all liabilities, claims, liens, charges, pledges, security interests, options, restrictions or other encumbrances of any kind.

*"Material Adverse Effect"* means any circumstance, change in, or effect on, the Business or Seller that, individually or in the aggregate with any other circumstances, changes in, or effects on, Seller or the Business: (a) is, or could be, materially adverse to the business, operations, assets or liabilities (including, without limitation, contingent liabilities), employee relationships, customer or supplier relationships, prospects, results of operations or the condition (financial or otherwise) of the Business, or (b) could materially adversely affect the ability of Buyer to operate or conduct the Business in the manner in which it is currently operated or conducted, or contemplated to be conducted, by Seller, or (c) could impair the ability of Seller to consummate the transactions contemplated by this Agreement.

*"Permitted Liens"* shall have the meaning assigned to it in Section 3.4.

*"Person"* shall be construed broadly and shall include an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Entity (or any department, agency or political subdivision thereof).

*"Purchase Price"* shall mean the aggregate amount to be paid by Buyer to Seller for the Purchased Assets.

*"Purchased Assets"* shall mean the Colvin Patent and all of Seller's property and assets, whether real, personal or mixed, tangible and intangible, of every kind and description, wherever located, including those items identified on Schedule 1B, and but excluding the Excluded Assets.

*"Records"* shall mean all books of account, general, financial and accounting records, files, invoices, payment authorizations, correspondence to and from customers, suppliers and payors, and other data and information owned by Seller.

"Reference Date" shall mean February 28, 2006.

"Reference Date Balance Sheet" shall mean the unaudited balance sheet for Seller as of the Reference Date.

"Related Person" shall mean any officer, director, stockholder, trustee of any stockholder, employee or consultant of Seller or any holder of five percent (5%) or more of any class of stock of Seller or any member of the immediate family of any such officer, director, stockholder, trustee, employee or consultant or any entity controlled by any such officer, director, stockholder, trustee, employee or consultant or by a family member of any such officer, director, stockholder, trustee, employee or consultant.

"Taxes" (or "Tax" where the context requires) shall mean all federal, state, county, city, local, foreign and other taxes (including, without limitation, premium, excise, value added, sales, use, occupancy, gross receipts, franchise, ad valorem, severance, capital levy, production, transfer, withholding, employment, unemployment compensation, payroll-related and property taxes, import duties and other governmental charges and assessments), whether or not measured in whole or in part by net income, including deficiencies, interest, additions to tax or interest or penalties with respect thereto.

## ARTICLE 2

### SALE OF ASSETS; CLOSING

Section 2.1. Sale of Assets. At the Closing, Colvin shall sell, assign, transfer, convey and deliver to Buyer, free and clear of all Liens, good and marketable title to the Colvin Patent, and Seller shall sell, assign, transfer, convey and deliver to Buyer, free and clear of all Liens (except Permitted Liens), good and marketable title to all of the Purchased Assets (together with any interest in the Colvin Patent held or claimed by Seller). It is intended that the consummation of the purchase and sale of the Purchased Assets will transfer the Business to Buyer as a going concern with all of the assets, properties and rights used in or required for the operation and conduct of the Business as of the Closing Date, including the Colvin Patent.

#### Section 2.2. Consideration.

(a) In consideration of the sale of the Colvin Patent by Colvin to Buyer, Buyer shall issue to Holdings, for the benefit of Colvin, the Holdings Membership Interests and pay to Colvin, in cash or other immediately available funds, up to [REDACTED] in accordance with the further provisions of this Section 2.2(a). At the Closing, Buyer shall deliver [REDACTED] in cash or other immediately available funds (the "Patent Payment") to Wells Fargo Bank, N.A., as escrow agent (the "Escrow Agent") pursuant to and in accordance with the terms and conditions of the Escrow Agreement, dated as of the date hereof, among Buyer, the Seller Parties and Escrow Agent, in the form agreed upon by Buyer to be attached hereto as Exhibit A (the "Escrow Agreement"), for the benefit of Colvin, to be disbursed by Escrow Agent in accordance with the written instructions executed by Colvin and Buyer for the purposes of partially satisfying the obligations of Colvin to Guaranty Bank. In addition, on or before the tenth day of every calendar month following the Closing, Buyer shall deposit with Escrow Agent, for the

benefit of Colvin, all operating cash flows directly attributable to the eTN Network received by Buyer during the preceding month, if any, to be disbursed by Escrow Agent solely in accordance with the written instructions executed by Colvin and Buyer for the purposes of satisfying the obligations of Colvin to Guaranty Bank; provided, however, that Buyer shall not be obligated further under this Section 2.2(a) once Buyer has deposited with Escrow Agent funds pursuant to this Section 2.2(a) totaling in the aggregate ██████████

(b) The Purchase Price to be paid to Seller for the Purchased Assets other than the Colvin Patent shall be the aggregate amount payable by Buyer in accordance with the further provisions of this Section 2.2(b), up to ██████████, subject to the adjustments set forth in this Agreement.

(i) At the Closing, Buyer shall deliver ██████████ or such additional amount as Buyer may elect, minus the principal amount of advances to Seller from Buyer pursuant to the Line of Credit Agreement by and between Seller and Buyer, and the Secured Promissory Note issued by Seller to Buyer, each of which is dated March 1, 2006, together with all accrued interest thereon through the Closing (the "Bridge Loans") (collectively, the "Closing Payment") in cash or other immediately available funds to Escrow Agent pursuant to and in accordance with the terms and conditions of the Escrow Agreement, for the benefit of the Seller. The Closing Payment will be disbursed by Escrow Agent from time to time in accordance with the escrow instructions executed by Buyer and the Seller Parties on the Closing Date (the "Escrow Instructions"), which Escrow Instructions shall direct Escrow Agent to disburse the Closing Payment proceeds to such trade creditors of Seller at the times, in the order and in such amounts as set forth therein.

(ii) Provided that Buyer has positive cumulative cash flows pursuant to its operation of the Business following the Closing, as determined in the sole discretion of Buyer, Buyer shall deposit with Escrow Agent, for the benefit of Seller Parties, on or before the tenth day of each calendar month following the Closing (each, a "Trade Payable Funding"), fifty percent (50%) of the net operating cash flows generated by Buyer (other than operating cash flows directly attributable to the eTN Network) during the preceding calendar month in excess of Buyer's operating expenses and adequate working capital reserves determined by Buyer in its sole discretion (the resulting difference, "Available Cash Flow"), to be disbursed by Escrow Agent solely in accordance with the written instructions executed by each Seller Party and Buyer for the purposes of satisfying the trade accounts payable of Seller more particularly described in such instructions; provided, however, that Buyer shall not be obligated further under this Section 2.2(b)(ii) once Buyer has deposited with Escrow Agent Trade Payable Fundings totaling in the aggregate ██████████ (the "Trade Funding Cap").

(iii) If Buyer has deposited with Escrow Agent an amount equal to the Trade Funding Cap, following the date Buyer has distributed the Investment Return to CAII IP Holdings, Buyer shall deposit with Escrow Agent on or before the tenth day of each month thereafter, for the benefit of Seller Parties, an amount determined by Buyer which amount shall not be less than ten percent (10%) of all Available Cash Flows received by Buyer during the preceding month, if any (the "Earnout Disbursements"), to be disbursed by Escrow Agent solely in accordance with the written instructions executed by each Seller Party and Buyer for the purposes of satisfying Seller's note holders, warrant holders and option holders as of such time,



if any (the "Interested Parties"), which escrow instructions shall direct the Earnout Disbursements to be disbursed to the Interested Parties in approximate relation to the monetary obligations accrued to such Interested Party, as determined by Buyer and Seller; provided, however, that Buyer shall not be obligated further under this Section 2.2(b)(iii) once Buyer has deposited with Escrow Agent Earnout Disbursements totaling in the aggregate the sum of (A) \$ [REDACTED] together with interest thereon at the rate of six percent per annum commencing on the Closing Date and continuing thereafter until such aggregate amount is deposited with Escrow Agent, plus (B) the lesser of [REDACTED] plus interest thereon, if any, or such amount if any for which Seller is obligated with respect to its trade accounts payable as of the Closing Date after giving effect to the distributions of the Closing Payment as contemplated by the Escrow Instructions, other than as satisfied pursuant to the Trade Payable Funding; and provided further, that if the Earnout Disbursements exceed Seller's obligations to the Interested Parties, Seller shall be entitled to retain, and Escrow Agent shall be instructed to deliver to Seller, all such excess Earnout Disbursements. As used herein, "Investment Return" means the aggregate distributions by Buyer from time to time of Available Cash Flow to CAII IP Holdings, L.L.C. in accordance with Buyer's Operating Agreement with respect to, and equal to the sum of: (A) the Patent Payment; plus (B) the Closing Payment; plus (C) the Trade Payable Fundings; plus (D) [REDACTED] deposited with Wilmington Trust Corporation on behalf of the Business prior to, in connection with or following the Closing; plus (E) the total amount of expenses expended in connection with the consummation of the transactions contemplated by this Agreement, estimated as of the date hereof as [REDACTED], plus (F) [REDACTED] in consideration of the successful consummation of the transactions contemplated by this Agreement; plus (G) any and all other capital contributions and loans to Buyer by CAII IP Holdings, L.L.C or its affiliates in excess of any distributions contemplated in subsections (A) through and including (E) of this sentence.

Section 2.3. Buyer's Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement, and in further consideration of the transfer of the Purchased Assets, at the Closing Buyer shall assume only those duties, liabilities or obligations of Seller included in the Assumed Liabilities. Buyer shall not assume, nor does Buyer agree to pay or be liable or responsible for the payment of, any debts, liabilities or obligations of either Seller Party, including, without limitation, any federal, state or local taxes of Seller (including any payroll taxes) on or measured by income, gross receipts or payroll, whether for the period ending as of the Closing Date or any other period or any penalties or interest relating thereto, or any other taxes of Seller of any kind or nature whatsoever or any penalties or interest relating thereto. All liabilities of either Seller Party as of the Closing Date, whether known or unknown, that are accrued before the Closing Date, shall continue to be the responsibility of such Seller Party, and each Seller Party hereby jointly and severally agrees to indemnify and hold Buyer harmless against any such liabilities, taxes, debts, obligations, claims or damages (including incidental and consequential damages), costs and expenses (including reasonable attorneys' fees and expenses).

Section 2.4. Closing. The purchase, sale and delivery of the Purchased Assets and the consummation of the other transactions contemplated by this Agreement (the "Closing") shall occur at 10:00 a.m. local time on April 7, 2006, at the offices of Holme Roberts & Owen LLP, 1700 Lincoln Street, Suite 4100, Denver, Colorado, or at such other time or on such other date as shall be agreed upon by Buyer and Seller upon fulfillment of all conditions precedent to the Closing, such hour and date being herein generally referred to as the "Closing Date."

Section 2.5. Deliveries by Seller Parties at Closing. At the Closing, Seller shall convey, transfer, assign and deliver to Buyer all of the Purchased Assets (other than the Colvin Patent), including good and merchantable title to all personal property included therein, and Colvin shall convey, transfer, assign and deliver to Buyer the Colvin Patent, in each instance free and clear of all Liens (except Permitted Liens), and the Seller Parties shall deliver to Buyer:

(a) Evidence of authorization to change Seller's name and documents sufficient to effectuate such change and to convey to Buyer all rights in the names and marks "eTN<sup>SM</sup>" and "Capital Market CD:"

(b) Buyer's standard NDA/invention assignment agreement duly executed by Colvin, in the form agreed upon by Buyer to be attached hereto as Exhibit B to this Agreement;

(c) A Bill of Sale from each of Seller and Colvin in the form of Exhibits C-1 and C-2, and such assignments and other instruments of transfer as may be reasonably satisfactory to Buyer's counsel, and with such consents to the conveyance, transfer and assignment thereof as may be necessary to effect the conveyance, transfer, assignment and delivery of the Purchased Assets and to vest in Buyer the title specified in this Section and to assure to Buyer the full benefit of the Purchased Assets, including without limitation:

(i) the transfer of all registered Proprietary Rights of Seller (as such term is defined in Section 3.13 hereof) and applications therefor;

(ii) the Colvin Patent; and

(iii) the consents listed on Schedule 3.3;

(d) Releases of all Liens (other than Permitted Liens) on the Purchased Assets;

(e) A Services Agreement between Buyer and Republic Financial Corporation, or an affiliate thereof, in the form agreed upon by Buyer to be attached hereto as Exhibit D, duly executed by Seller;

(f) A Secretary's Certificate with respect to Seller's Articles of Incorporation, By-laws, director and stockholder resolutions and officer incumbency, in form and substance satisfactory to Buyer;

(g) Contingent Releases and Settlement Agreements, duly executed respectively by Seller and James Nuzzo, First American Mortgage and ICAP, in form and substance satisfactory to Buyer (the "Settlement Agreements");

(h) A Forbearance Agreement, duly executed by Seller and Guaranty Bank, in form and substance acceptable to Buyer in its sole discretion;

(i) The Escrow Agreement and the Escrow Instructions, duly executed by each Seller Party;

(j) An Employment Agreement, duly executed by Colvin, in the form agreed upon by Buyer to be attached hereto as Exhibit E;

(k) A Membership Interest Power and Pledge Agreement, duly executed by Holdings, in the form agreed upon by Buyer to be attached hereto as Exhibit F;

(l) The Operating Agreement of Buyer, duly executed by Colvin;

(m) A Non-Competition Agreement, duly executed by Jeremy Colvin, in the form agreed upon by Buyer to be attached hereto as Exhibit G; and

(n) Such other documents and instruments as Buyer or Buyer's counsel may reasonably request to better evidence or effectuate the transactions contemplated hereby.

Simultaneously with the delivery referred to in this Section, the Seller Parties shall take or cause to be taken all such actions as may reasonably be required to put Buyer in actual possession and operating control of the Purchased Assets.

Section 2.6. Deliveries by Buyer at Closing. At the Closing, Buyer shall deliver:

(a) To Seller, the Assumption Agreement in the form attached hereto as Exhibit G, fully executed by Buyer, pursuant to which Buyer assumes, as of the Closing Date, the Assumed Liabilities;

(b) To Seller, the Services Agreement, the Escrow Agreement and the Escrow Instructions, duly executed by Buyer;

(c) To Holdings, for the benefit of Colvin, the Membership Interest Power and Pledge Agreement and the Operating Agreement of Buyer, duly executed by Buyer, and a certificate representing the Holdings Membership Interest, at which time Holdings shall become a member of Buyer pursuant and with respect to the Holdings Membership Interest;

(d) To Colvin, the Employment Agreement, duly executed by Buyer and

(d) To Escrow Agent, in accordance with Section 2.2(b) of this Agreement, an amount equal to the Closing Payment.

Section 2.7. Deliveries of Schedules. On or before March 31, 2006, the Seller Parties shall deliver to Buyer a true, correct and complete copy of each Schedule contemplated by Article 3 hereof, in form and substance acceptable to Buyer.

Section 2.8. Allocation of Purchase Price. The parties agree that the Purchase Price, along with the Assumed Liabilities, shall be allocated among the Purchased Assets as determined by Buyer based upon allocation principles which are reasonable and consistent with applicable law. Buyer shall provide Seller with a draft allocation schedule following the Closing Date following the final payment contemplated by Section 2.2 hereof. Each party agrees that it shall not take any position that varies from or is inconsistent with the agreed allocation in any filing

made by such party with the Internal Revenue Service or any other governmental or regulatory authority.

### ARTICLE 3

#### REPRESENTATIONS AND WARRANTIES OF THE SELLER PARTIES

Each Seller Party jointly and severally represents and warrants to Buyer, with the understanding that Buyer is relying upon such representations and warranties as a material inducement to enter into this Agreement, that the statements contained in this Article 3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article 3), except as set forth in the disclosure schedule accompanying this Agreement and initialed by the parties hereto (the "Disclosure Schedule"). The Disclosure Schedule will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this Article 3.

Section 3.1. Organization and Power. Seller is a limited liability company duly organized and validly existing under the laws of the State of Colorado. Seller has full power and authority to own its properties and conduct the business presently being conducted by it, including without limitation, the Business. Each Seller Party has full legal power, authority and capacity to execute this Agreement and to consummate the transactions contemplated hereby.

Section 3.2. Authorization. The execution, delivery and performance of this Agreement by Seller have been duly authorized and approved by all requisite action on the part of its directors and stockholders. This Agreement constitutes the valid and binding obligation of each Seller Party and is enforceable against each Seller Party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws relating to or limiting creditors' rights generally and by equitable principles.

Section 3.3. No Conflict. The execution and delivery of this Agreement do not, and the consummation of the transactions contemplated hereby and the compliance with the terms hereof will not (a) violate any law, judgment, order, decree, statute, ordinance, rule or regulation applicable to any Seller Party, or any permit, license or approval of any Governmental Entity, (b) conflict with any provision of Seller's Articles of Incorporation or By-laws, (c) result in any violation of, and will not conflict with, or result in a breach of any terms of, or constitute a default under, any mortgage, license, instrument or agreement to which any Seller Party is a party or by which any Seller Party or any of the Purchased Assets is bound or create any Lien upon any of the Purchased Assets, or (d) require any notice to, or consent, approval, order or authorization of, or the registration, declaration or filing with, any Governmental Entity or other Person, including, without limitation, under any Contract.

Section 3.4. Title to Purchased Assets. Seller has good, valid and marketable title to all of the Purchased Assets, other than the Colvin Patent, free and clear of all Liens ("Permitted Liens"). Colvin has good, valid and marketable title to the Colvin Patent, free and clear of all Liens. No other party has any rights or claims to possession of any of the Purchased Assets. None of the Purchased Assets are subject to any option, contract, arrangement or understanding

that would restrict Seller's ability to transfer the Purchased Assets to Buyer as contemplated herein. The Purchased Assets constitute all assets, rights and properties used by Seller to operate, or necessary to operate the Business as operated by Seller prior to Closing. No Seller Party and no other Related Person of a Seller Party owns, leases or licenses assets, properties or other rights used in the conduct of the Business. All employees engaged in conducting the Business are employees of Seller. Other than with respect to the membership interests of IPFS CMCD Manager, LLC, a Delaware limited liability company, Seller does not own or control, directly or indirectly, or hold any rights to acquire, any interest in any other corporation, association or other business entity nor has Seller ever held such interest. Seller is not a participant in any joint venture, partnership or similar arrangement nor has Seller ever been a participant in any such arrangement.

Section 3.5. Condition of Purchased Assets. All of the tangible property included in the Purchased Assets is in good operating condition and repair, ordinary wear and tear excepted, and in the state of maintenance, repair and operating condition required for the proper operation and use thereof in the ordinary and usual course of business by Seller.

Section 3.6. Financial Statements. Seller has delivered to Buyer financial information respecting Seller (the "*Financial Statements*"), as follows: (i) the Reference Date Balance Sheet, a copy of which is attached hereto as Schedule 3.6; (ii) unaudited profit and loss statements of Seller for the twelve months ended as of the Reference Date; (iii) the unaudited balance sheet for Seller as of December 31, 2005; and (iv) unaudited profit and loss statements for Seller for the fiscal year ended December 31, 2004. The Financial Statements fairly present the financial position and results of operations of Seller for the periods then ended and the financial position of Seller at the dates thereof and were prepared in accordance with GAAP. Seller's books of account are and, during the period covered by the Financial Statements were, correct and complete in all material respects, fairly and accurately reflect or reflected the income, expenses, assets and liabilities of Seller, including the nature thereof and the transactions giving rise thereto, and provide or provided a fair and accurate basis for the preparation of the Financial Statements.

Section 3.7. Reserves. All interest deposits and reserves (other than litigation deposits) remitted by Seller to Wilmington Trust Company pursuant to the Fee Agreement and the Indenture, dated July 11, 2005, between Wilmington Trust Company and Seller (the "*Reserves*"), are recorded on the books of Seller and are bona fide and valid. No Reserve has been released by Seller, in whole or in part, so as to reduce its value, and there is no basis for any offset thereof. Seller has not remitted the litigation deposit required by Wilmington Trust Company.

Section 3.8. Litigation. There is no suit, action or proceeding pending against or affecting any Seller Party or the employees of Seller relating to the Business, the Purchased Assets, or the transactions contemplated hereby, nor is there any such suit, action or proceeding threatened against any Seller Party or any of the employees of Seller. Neither Seller nor the Business is subject to any order of a Governmental Entity.

Section 3.9. Compliance with Law. Seller has all necessary licenses, permits and other approvals of Governmental Entities necessary to operate the Business as now conducted, each of which is in good standing, and Seller has properly filed all necessary reports in accordance with

applicable laws and regulations. The Business is not being and has not been conducted in violation of any provision of any federal, state, local or foreign statute, law, ordinance, rule, regulation, judgment, decree, order, concession, grant, franchise, permit, consent or license or other governmental authorization or approval, including without limitation, any federal or state securities laws or regulations with respect to the securitization of certificates of deposit by Seller.

Section 3.10. Absence of Undisclosed Liabilities. Seller does not have any liabilities or obligations, either accrued, contingent or otherwise, which are not reflected in (i) the Reference Date Balance Sheet or (ii) this Agreement or the Schedules hereto, except as have been incurred in the ordinary course of business since the Reference Date.

Section 3.11. Absence of Certain Changes. Since the Reference Date, neither Seller nor the Business has or will have as of the Closing:

(a) suffered any adverse change in its financial condition, assets, liabilities, net worth or business from that shown on the Reference Date Balance Sheet that, either individually or in the aggregate, has had a Material Adverse Effect;

(b) suffered any damage, destruction or loss, whether or not covered by insurance, adversely affecting its properties or the Business;

(c) declared or paid or agreed to declare or pay any dividends or distributions of any cash or other assets of any kind whatsoever, including without limitation, any distribution of cash to any of the Trusts;

(d) mortgaged, pledged, hypothecated or otherwise encumbered any of its material assets, tangible or intangible;

(e) sold or transferred any of its assets, property or rights, or canceled or agreed to cancel any of its debts or claims, except for fair value, in the ordinary course of business;

(f) suffered any Material Adverse Effect with respect to its relationships with customers or employees, or with respect to its contracts with customers;

(g) incurred any commitment (through negotiations or otherwise) or any liability to any labor organization, or been involved in any labor dispute;

(h) increased the amount of its Debt or other obligations or liabilities other than pursuant to the Bridge Loan;

(i) entered or agreed to enter into any agreement or arrangement granting any preferential rights to purchase a material part of its assets, property or rights;

(j) placed any orders for materials, merchandise or supplies in exceptional or unusual quantities based upon past operating practices or accepted orders from customers under conditions relating to price, terms or payment, time or delivery, or like matters materially different from the conditions regularly and usually specified on acceptance of orders for similar merchandise from customers similarly situated;

- (k) made any change in the accounting practices or methods followed by it;
- (l) engaged in any restructuring or changed its constitutive documents; or
- (m) entered into any other transaction, or been involved in any event or experienced any condition of any character, that, either individually or in the aggregate, has had a Material Adverse Effect on Seller, any of the Purchased Assets or the Business.

Section 3.12. Contracts. Schedule 3.12 lists all of the contracts, leases, arrangements and understandings including, without limitation, sales orders, purchase orders, licenses and distribution agreements, which relate to the Business as it is conducted by Seller, other than the Proprietary Agreements (which are listed on Schedule 3.13) (the "Contracts"), each of which was entered into, arrived at or conducted on behalf of Seller with appropriate authority and in accordance with Seller's customary practices. Neither Seller nor, to any Seller Party's Knowledge, the other parties to such Contracts, arrangements and understandings are in default thereof and all Contracts are valid and in effect. No customer, supplier or vendor of Seller has given any notice or made any threat or otherwise revealed an intent to cancel or otherwise terminate its relationship with Seller, to materially and adversely change the relationship, to substantially reduce the volume of business it currently does with Seller or to refuse to renew any Contract when it expires.

Section 3.13. Intellectual Property. (a) Seller either owns or possesses the perpetual, royalty-free license and other rights to use the Proprietary Rights (as defined in Section 3.13(f) below) used by Seller in connection with the Business or related to any Purchased Asset, including, without limitation, the proprietary computer software and programs and proprietary systems known as "eTN<sup>®</sup> Network" and "Capital Market CD," and any Proprietary Rights necessary to develop, manufacture, publish, market, license and sell such proprietary computer software and programs and proprietary systems (collectively, the "IPFS Software"), reference manuals, CD-ROMs and other materials and products published, marketed or licensed by Seller (collectively, the "Products"), all of which are in good standing and uncontested and free and clear of any Liens or any deposit arrangements and none of the same are owned or licensed or held by any Related Person.

(b) Seller is not infringing upon or, otherwise acting adversely to, any Proprietary Rights, including trade secrets, owned by any other Person or Persons. No claim, suit, demand, proceeding or, investigation is pending or has been asserted and, to the best Knowledge of the Seller Parties, no claim, suit, demand, proceeding or investigation is threatened with respect to, based on or alleging infringement of, any such rights of any third party, or challenging the validity or effectiveness of any license for such rights, and there is no basis for any such claim, suit, demand, proceeding or investigation. No such Proprietary Rights infringe or violate any Proprietary Rights of any Person. Seller has taken all actions reasonably necessary to maintain and protect those Proprietary Rights which it owns or uses or have been licensed to Seller.

(c) Schedule 3.13(c) contains a brief description (including the expiration date, renewal provisions and other material terms) of all contracts, agreements, commitments or licenses relating to the Proprietary Rights or the Products to which Seller is a party or by which it is bound, including, without limitation, all license agreements, agreements for software

acquisition, development agreements, author agreements, publishing agreements and OEM, VAR and other distribution agreements (the "Proprietary Rights Agreements"). The Proprietary Rights Agreements include all such contracts, agreements, commitments or licenses to which Seller is a party or by which it is bound related to Seller's Proprietary Rights. Seller has delivered to Buyer true and complete copies of all of the Proprietary Rights Agreements prior to the execution of this Agreement. To each Seller Party's Knowledge, all of the Proprietary Rights Agreements are in full force and effect and enforceable in accordance with their terms and there is no violation or default under the Proprietary Rights Agreements. To each Seller Party's Knowledge, no event has occurred or circumstance exists which with notice or lapse of time or both would constitute an event of default, or give rise to a right of termination or cancellation, or result in the loss or adverse modification of any right or benefit under any of the Proprietary Rights Agreements. No party to any Proprietary Rights Agreement has given Seller written notice of or made a claim with respect to, and no Seller Party is otherwise aware of, any material breach or default under any thereof. There have been no oral or written modifications to the terms or provisions of any of the Proprietary Rights Agreements. No amount payable to Seller or reserved under any Proprietary Rights Agreement has been assigned by Seller or anticipated and no amount payable to Seller under any Proprietary Rights Agreement is in arrears or has been collected in advance and to each Seller Party's Knowledge, there exists no offset or defense to payment of any amount under a Proprietary Rights Agreement. No Contract and no Proprietary Agreement contains any non-compete covenant, exclusivity clause or other restriction that would limit Buyers' ability to engage in the Business and market the Products, on an outsourced basis, a licensed, in-house basis or otherwise.

(d) Seller has the exclusive right to manufacture, develop, publish, market, license or sell the Products (all of which are listed on Schedule 3.13(d)) in any and all media and by print or electronic means. No Person other than Seller may manufacture, develop, publish, market, license or sell the Products without the prior consent of Seller and Seller has not given any such consent and Seller owns, or is the exclusive licensee of, all right, title and interest in and to the Products and the exclusive right to apply for copyright protection therefor. None of the individuals or entities who have performed services in connection with the development of any of the Products, as employees or as independent contractors of Seller, holds any proprietary rights with respect to such Products. The employees and independent contractors of Seller as of the Closing will have signed a nondisclosure and invention assignment agreement with or for the benefit of Seller.

(e) Schedule 3.13(e) contains a true and complete list of all trademarks, trademark registrations, and applications therefor, service marks, service names, trade names, domain names, patents and patent applications, copyrights and copyright registrations, and applications therefor, wholly or partially owned, licensed held or used by Seller or in the conduct of the Business.

(f) For purposes hereof, "Proprietary Rights" shall mean know-how, technology or other intellectual property, including, without limitation, all trade secrets, customer and vendor information, lists and databases, including, without limitation, customer, mailing and subscription lists, proprietary processes, methods and apparatus, information not known to the general public, any literary work, whether or not copyrightable, ideas, concepts, designs, discoveries, formulae, patents, the Colvin Patent to the extent owned by Colvin or any interest



therein held by Seller, patent applications, product and service developments, inventions, improvements, processes, disclosures, trademarks, trademark applications, trade names, fictional business names, service marks, copyrights, copyright applications, logos, all rights in internet web sites and internet domain names, software, source codes and materials, object codes and materials, algorithms, techniques, architecture, mask work rights, prototypes, engineering and design models, information with respect to firmware and hardware, and any information relating to any product or program which has either been developed, acquired or licensed for or by Seller, including the maintenance, modification or enhancement thereof and all publishing and manufacturing information (including with respect to custom chips, boards and other components) and all license agreements (whether as licensor or licensee) relating thereto.

Section 3.14. Real Property. Seller does not own any real property or interest in real property other than the lease of the premises pursuant to which Seller conducts its business. There are no defaults by Seller or any other party to the leases or other agreements listed on Schedule 3.14, which Schedule sets forth accurately and completely the real property leases to which Seller is a party, and such agreements are valid and in effect on the Closing Date.

Section 3.15. Employment. Except as contemplated in Section 2.5(j) hereof, Seller is not, and, as of the Closing Date will not be, a party to any employment, severance or consulting agreement. Seller has complied with all laws relating to the employment of labor, including provisions relating to wages, hours, collective bargaining, and the payment of unemployment, workers' compensation, Social Security, payroll, withholding and similar Taxes, and is not liable for any arrears of wages, compensation fund contributions or any Taxes or penalties for failure to comply with such laws. Schedule 3.15 attached hereto contains a list of all persons employed by Seller at the Closing Date with their respective current salaries, any commission compensation received during the last twelve (12) months and a description of all benefits provided by Seller to its employees. No employee of Seller has given any notice or made any threat, or otherwise revealed an intent, to cancel or otherwise terminate his or her relationship with Seller or indicated an intention not to accept employment with Buyer, if employment is offered. At the Closing Date, all employees are terminable at will by Seller and will be free of all employment obligations to Seller and all non-competition and confidentiality covenants in favor of Seller and will be free to become employees of Buyer, if Buyer so desires.

Section 3.16. Taxes.

(a) Each Seller Party has prepared and filed or caused to be prepared and filed, all federal, state, local and foreign returns, estimates, information statements and reports, including without limitation, all informational returns ("Returns") relating to any and all Taxes concerning or attributable to such Seller Party, the Purchased Assets or the Business which such Seller Party is required to file on or before the Closing and such Returns were true and accurate and were completed in accordance with applicable law when filed.

(b) Each Seller Party has paid all Taxes such party is required to pay and Seller withheld with respect to its employees all federal and state income taxes, FICA, FUTA and other Taxes required to be withheld. Neither Seller Party has been delinquent in the payment of any Tax nor is there any Tax deficiency outstanding, proposed or assessed against such Seller Party.

(c) No audit or other examination of any Return of either Seller Party is presently in progress, nor has either Seller Party been notified of any request for such an audit or other examination.

(d) Seller does not have any liabilities for unpaid Taxes which have not been accrued or reserved against on the Reference Date Balance Sheet, whether asserted or unasserted, contingent or otherwise, and no Seller Party has any Knowledge of any basis for the assertion of any such liability attributable to Seller, the Purchased Assets or the Business.

(e) The transactions contemplated herein are not subject to the tax withholding provisions of Code Section 3406 or Subchapter A of Chapter 3 of the Code or any other provision of law.

Section 3.17. Capitalization; Relationships with Related Persons. Schedule 3.17 sets forth a true and complete list of all holders of capital stock of Seller, and of all holders of rights, options or warrants to acquire capital stock of Seller, and of all holders of securities convertible into or exchangeable or exercisable for capital stock of Seller.

Section 3.18. Brokers. There are no claims for brokerage commissions, finder's fees or similar compensation arising out of or due to any act of or on behalf of any Seller Party in connection with the transactions contemplated by this Agreement.

Section 3.19. Insurance. Seller is adequately insured in respect of the Business and the Purchased Assets and will continue to be so insured with respect to all events occurring prior to the Closing Date, in amounts and against risks that are commercially reasonable. Schedule 3.19 lists all policies of insurance and bonds covering the assets and operations of Seller as of the date hereof. All of such insurance policies and bonds covering Seller and the Business are in full force and effect and no written notice of termination of any such insurance policies or bonds has been received by Seller. Seller has not received any written communication or other written notice regarding any actual or possible refusal of any coverage or rejection of any claim related to the Business.

Section 3.20. Powers of Attorney. No Person has any power of attorney to act on behalf of Seller in connection with any of its properties or business affairs other than such powers to so act as normally pertain to the officers of Seller.

Section 3.21. Solvency. (a) Seller will be rendered solvent by the transactions contemplated by this Agreement. As used in this section, "solvent" means that the sum of the debts and other probable liabilities of Seller does not exceed the present fair saleable value of Seller's assets, including the proceeds resulting from the consummation of the transactions contemplated herein.

(b) Immediately after giving effect to the consummation of the transactions contemplated by this Agreement: (i) Seller will be able to pay its remaining liabilities as they become due in the usual course of its business; (ii) Seller will not have unreasonably small capital, given its circumstances; (iii) Seller will have assets (calculated at fair market value) that exceed its remaining liabilities; and (iv) taking into account all pending and threatened litigation,

final judgments against Seller in actions for money damages are not reasonably anticipated to be rendered at a time when, or in amounts such that, Seller will be unable to satisfy any such judgments promptly in accordance with their terms (taking into account the maximum probable amount of such judgments in any such actions and the earliest reasonable time at which such judgments might be rendered) as well as all other obligations of Seller. The cash available to Seller after Closing, after taking into account all other anticipated uses of the cash, will be sufficient to pay all such liabilities, debts and judgments promptly in accordance with their terms and the Settlement Agreements.

Section 3.22. Statements not Misleading. The Seller Parties have fully complied with all of Buyer's (and Buyer's counsel's) due diligence requests and have provided Buyer with all information and documentation requested by Buyer and Buyer's counsel. The Seller Parties have disclosed all facts, events or transactions which are material to the Purchased Assets and the Business. *No representation or warranty of any Seller Party or document furnished by any Seller Party hereunder is false or inaccurate in any material respect or contains or will contain any untrue statement of a material fact or omits or will omit to state any fact necessary to make the statements contained herein or therein not misleading.*

#### ARTICLE 4

#### REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller, with the understanding that Seller is relying upon such representations and warranties as a material inducement to enter into this Agreement, that the statements contained in this Article 4 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article 4).

Section 4.1. Organization and Power of Buyer. Buyer is a limited liability company duly organized and validly existing under the laws of the State of Delaware. Buyer has full corporate power and authority to own its properties and conduct the business presently being conducted by it, to execute this Agreement, and to consummate the transactions contemplated by this Agreement.

Section 4.2. Authorization. The execution, delivery and performance of this Agreement by Buyer have been duly authorized and approved by all requisite action on the part of Buyer, and this Agreement constitutes the valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws relating to or limiting creditors' rights generally and by equitable principles.

Section 4.3. No Conflict. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby and the compliance with the terms hereof will not, (a) violate any law, judgment, order, decree, statute, ordinance, rule or regulation applicable to Buyer, or any permit, license or approval of any Governmental Entity, (b) conflict with any provision of Buyer's certificate of formation or operating agreement, (c) result in any

violation of, and will not conflict with, or result in a breach of any terms of, or constitute a default under, any mortgage, instrument or agreement to which Buyer is a party or by which Buyer is bound, or (d) require any notice to, or consent, approval, order or authorization of, or the registration, declaration or filing with, any Governmental Entity or other third party, which, in the case of clause (c) or (d), would have a material adverse effect on Buyer's ability to consummate the transactions contemplated by this Agreement.

## ARTICLE 5

### COVENANTS

Section 5.1. Further Assurances: Cooperation. The Seller Parties will provide such other information, and execute and deliver all such other and additional instruments, notices, releases, undertakings, consents and other documents, and will do all such other acts and things, as may be reasonably requested by Buyer as necessary to assure to Buyer all the rights and interests granted or intended to be granted under this Agreement. The Seller Parties shall take or shall cause to be taken such other reasonable actions as Buyer may require more effectively to transfer, convey and assign to, and vest in, Buyer, and put Buyer in possession of, the Purchased Assets as contemplated by this Agreement. In the event that any of the Purchased Assets cannot be fully and effectively transferred to Buyer without the consent of a third party or parties, and if at the Closing Buyer shall have waived its right to receive at the Closing such consent, the Seller Parties shall thereafter be obligated to use their best efforts to assure to Buyer the benefits of such contract, commitment, other arrangement or other Purchased Asset.

Section 5.2. Covenants not to Compete. (a) Non-Competition. For the applicable Non-Compete Period (as that term is defined below), no Seller Party shall, directly or indirectly, anywhere in the United States, or in any foreign jurisdiction in which Buyer hereafter engages in the Business (the "Territory") engage in competition with Buyer or an affiliate thereof, in any manner or capacity (e.g., as an advisor, principal, agent, partner, member, officer, director, shareholder, employee, member of any association, or otherwise), in the Business (together, the "Competitive Activities"), or in the design, development, manufacture, distribution, marketing, licensing or selling of products, services or systems which are competitive with the products, services or systems being sold, marketed or produced by, or which are under development by, Buyer or an affiliate thereof at the time of the Closing or during the Non-Compete Period. No Seller Party shall own, participate in the ownership of, lend money, guarantee loans, make gifts of money or other property, or otherwise lend financial or other assistance in any form to any Person, firm, association, partnership, venture, corporation or other business entity which is engaged in, or will within the Non-Compete Period engage in, any of the activities prohibited by this Section 5.2.

(b) Limitation on Covenant. Ownership by a Seller Party, as a passive investment, of less than one percent (1%) of the outstanding shares of capital stock of any corporation listed on a national securities exchange or publicly traded in the over-the-counter market shall not constitute a breach of this Section 5.2.

(c) Customers. In addition to the more general restrictions set forth above, for a period of three (3) years from the Closing Date, no Seller Party, nor any of their affiliates shall,

directly or indirectly, either on such party's own account or in conjunction with or on behalf of any other Person, firm or company, solicit any Person, firm or company who was a customer or client of Seller, Buyer or an affiliate of Buyer as of the Closing, for business which is competitive with the business, activities, products, services or systems provided by Seller, Buyer or any affiliate of Buyer as of the Closing Date.

(d) Employees. For a period of three (3) years from the Closing Date, no Seller Party shall, either on such party's own account or in conjunction with or on behalf of any other Person, firm or company, employ, solicit, entice away or attempt to employ, solicit or entice away from Buyer or any affiliate of Buyer any person who at the date hereof is, or at the date of or within the year preceding such employment, solicitation, enticement or attempt shall have been, an officer, manager, consultant or employee of Buyer or any affiliate of Buyer.

(e) Confidentiality. No Seller Party will at any time hereafter make use of or disclose or divulge to any Person (other than to officers or employees of Buyer whose province it is to know the same) any information (other than any information properly available to the public or disclosed or divulged pursuant to an order of a court of competent jurisdiction) relating to Buyer or the Business, the identity of the customers and suppliers of Buyer or the Business, or the products, finances, contractual arrangements, business or methods of business of Buyer or the Business and shall use its best endeavors to prevent the publication or disclosure of any such information. Each Seller Party acknowledges that many of the Purchased Assets are trade secrets which Buyer has purchased and which Seller Parties are forever restricted from using or disclosing. If, in connection with the business or affairs of Seller, any Seller Party shall have obtained trade secrets or other confidential information belonging to any third party under an agreement which contained restrictions on disclosure by any Seller Party, then the Seller Parties will not at any time infringe such restrictions.

(f) Injunctive Relief. Each Seller Party acknowledges that any violation of any provision of this Section 5.2 will cause irreparable harm to Buyer, that damages for such harm will be incapable of precise measurement and that, as a result, Buyer will not have an adequate remedy at law to redress the harm caused by such violations. Therefore, in the event of a violation of Section 5.2 by any Seller Party, each Seller Party agrees that, in addition to its other remedies, Buyer shall be entitled, without the necessity of either proof of actual damage or the posting of a bond, to injunctive relief, including but not limited to an immediate temporary injunction, temporary restraining order and/or preliminary or permanent injunction to restrain or enjoin any such violation. Each Seller Party acknowledges that any violation of this Section 5.2 will cause Buyer irreparable harm and that such irreparable harm will affect Buyer at its principal place of business in Denver, Colorado, and, therefore, each Seller Party does hereby submit to jurisdiction before any state or federal court sitting in the State of Colorado, at Buyer's election, and each Seller Party hereby waives any right to raise the question of jurisdiction and venue in any action that Buyer may bring in any such court against any Seller Party.

(g) Severability. The parties understand and agree that the covenant set forth in this Section 5.2 shall be construed as a series of separate covenants not to compete, one covenant for each country, state and province within the Territory, one for each separate line of the Competitive Activities, and one for each month of the Non-Compete Period. Should any clause, portion or paragraph of this Section 5.2 be unenforceable or invalid for any reason, such

unenforceability or invalidity shall not affect the enforceability or validity of the remainder of this Section 5.2. Should any particular covenant or restriction, including but not limited to the covenants and restrictions of Section 5.2(a), 5.2(c), 5.2(d) and 5.2(e), be held to be unreasonable or unenforceable for any reason, including without limitation the time period, geographical area and scope of activity covered by such covenant, then a court may modify any such covenant or restriction in order to give it effect and allow it to be enforced to the greatest extent that would be reasonable and enforceable.

(h) Acknowledgment. Each Seller Party acknowledges that this covenant not to compete is a mandatory condition precedent to the Closing of the transactions contemplated by this Agreement, and that, in the absence of the preceding covenant not to compete, Buyer would not have consented to the Closing.

(i) Seller's Non-Compete Period.

(i) With respect to each Seller Party, the Non-Compete Period shall be three (3) years after the Closing Date or, if ordered by a court of competent jurisdiction, one of the periods of time listed in clause (ii).

(ii) If ordered by a court of competent jurisdiction, the Non-Compete Period for any Seller Party shall be one of the following periods of time:

- (A) two (2) years and six (6) months from the Closing Date;
- (B) two (2) years from the Closing Date;
- (C) one (1) year and six (6) months from the Closing Date;
- (D) one (1) year from the Closing Date; or
- (E) six (6) months from the Closing Date.

Section 5.3. Use of Names. From and after the Closing Date, Seller shall cease to use the names "Index Powered Financial Services," "eTN<sup>SM</sup> Network" and "Capital Market CD" or any similar name and, as indicated in Section 2.5(a), shall change its name at Closing.

Section 5.4. Passage of Title and Risk of Loss. Legal title, equitable title, and risk of loss with respect to the property and rights to be transferred hereunder shall not pass to Buyer until the property or right is transferred at the Closing and possession thereof is delivered to Buyer.

Section 5.5. Transfer of Goodwill and Business. From and after the Closing Date, the Seller Parties shall, when requested to do so by Buyer, provide reasonable good faith assistance to effectuate a smooth transfer of the Business and goodwill to Buyer.

Section 5.6. Expenses: Transfer Taxes. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense. Any sales, use, franchise, conveyance or other transfer Tax which

becomes payable by any of the parties to this Agreement as a result of the conveyance and transfer from Seller to Buyer of the Purchased Assets or otherwise as a result of the transactions contemplated hereby and any other transfer or documentary Taxes or any filing or recording fees applicable to such conveyance and transfer shall be paid by the Seller Parties, and the Seller Parties shall promptly provide Buyer with proof of payment of such Taxes.

Section 5.7. Taxes. (a) Continuing Obligation. The Seller Parties shall be responsible for and pay or cause to be paid when due all of Seller's Taxes attributable to, levied or imposed upon or incurred in connection with the Purchased Assets or the Business relating or pertaining to the period (or that portion of any period) ending on or prior to the Closing Date. The Seller Parties shall continue to timely file within the time period for filing, or any extension granted with respect thereto, all of Seller's Returns required to be filed in connection with the Purchased Assets and such Returns shall be true and correct and completed in accordance with applicable laws.

(b) Status at Closing. At or prior to the Closing, Seller will (i) pay or cause to be paid all Taxes it is required to pay as of such time, and (ii) withhold with respect to its employees all federal and state income taxes, FICA, FUTA and other Taxes required to be withheld as of such time, if any.

(c) Tax Elections. No new elections with respect to Taxes, or any changes in current elections with respect to Taxes, affecting the Purchased Assets shall be made by Seller after the date of this Agreement without the prior written consent of Buyer.

(d) Cooperation and Records Retention. The Seller Parties and Buyer shall each (i) provide the others with such assistance as may reasonably be requested by any of them in connection with the preparation of any Return, audit or other examination by any taxing authority or judicial or administrative proceeding relating to liability for Taxes, (ii) retain and provide the others with any records or other information which may be relevant to such Return, audit or examination, proceeding or determination, and (iii) provide the others with any final determination of any such audit or examination, proceeding or determination that affects any amount required to be shown on any Return of the others for any period. Without limiting the generality of the foregoing, Buyer and the Seller Parties shall retain, until the applicable statutes of limitations (including any extensions) have expired, copies of all Returns, supporting work schedules and other records or information which may be relevant to such Returns for all Tax periods or portions thereof ending before or including the Closing Date and shall not destroy or otherwise dispose of any such records without first providing the other party with a reasonable opportunity to review and copy the same.

Section 5.8. Employment Matters. Seller will terminate, effective upon Closing, the employment of all employees of the Business whom Buyer has indicated a desire to employ, and Seller shall pay all compensation or other money due to such employees with respect to their employment and termination by Seller through and including the Closing Date. The Seller Parties shall cooperate with Buyer in Buyer's efforts to hire such employees as Buyer deems desirable for the continuation of the Business, and Seller shall, and hereby does, release those employees who accept employment with Buyer from their obligations under any non-

competition or confidentiality agreement in favor of Seller, to the extent necessary to allow them to become employed by Buyer.

Section 5.9. Conduct of Business. During the period from the date of this Agreement to the Closing Date, Seller shall, and Colvin shall cause Seller to: (i) conduct the Business in the usual manner and not enter into any transactions outside the ordinary course of business; (ii) not enter into any agreement of understanding in excess of \$1,000, without the prior written consent of Buyer; (iii) use its best efforts to maintain, preserve and protect the Purchased Assets and the Business, including without limitation, to preserve its relationship with employees and customers and to preserve its goodwill; (iv) comply in all material respects with all laws, rules, regulations and orders; and (v) not take any action or omit to take any action which act or omission would result a Material Adverse Effect to the Business.

Section 5.10. Access. From the date hereof through the Closing Date, Seller shall, and Colvin shall cause Seller to, provide Buyer the opportunity to conduct such further due diligence investigation including, without limitation, inspections as reasonably requested by Buyer. For such purposes, Buyer and its accountants, agents, attorneys and representatives shall have, at all reasonable times, access to the parties with which Seller maintains a relationship with respect to the Business, including, without limitation, customers, suppliers, investors, financial institutions, credit unions, community banks, lenders, attorneys, rating agencies, Business, books, records, Purchased Assets and Seller's employees as may be reasonably requested by Buyer and shall receive Seller's full and prompt cooperation regarding such endeavors.

Section 5.11. No Shop. From and after the date hereof until the earlier of April 30, 2006 and the termination of this Agreement, without the express written consent of Buyer, neither Seller Party shall, directly or indirectly: (i) solicit, initiate discussions or engage in negotiations with any person (whether or not such negotiations are initiated by either Seller Party or Seller's officers, directors, stockholders or agents), other than Buyer, relating to the possible acquisition of the Business or a substantial portion of the Purchased Assets (whether by acquisition, reorganization, joint venture, spin-off or otherwise) (any such acquisition or other transaction or agreement being referred to herein as an "Acquisition Transaction"), (ii) provide information with respect to the Business to any person, other than Buyer, in connection with a possible Acquisition Transaction or (iii) enter into a transaction with any Person, other than Buyer, concerning a possible Acquisition Transaction. Prior to the earlier of April 30, 2006 and the termination of this Agreement, if either Seller Party receives an unsolicited offer or proposal relating to a possible Acquisition Transaction, such party shall immediately notify Buyer and provide information to Buyer as to the identity of the party making any such offer or proposal and the specific terms of such offer or proposal (including, without limitation, the proposed price and financing therefore). The parties hereto recognize and acknowledge that a breach by either Seller Party of this Section may cause irreparable and material loss and damages to Buyer as to which it will not have an adequate remedy at law or in damages. Accordingly, each Seller Party acknowledges and agrees that the issuance of an injunction or other equitable remedy may be an appropriate remedy by any court of competent jurisdiction for any such breach without the necessity of either proof of actual damage or the posting of a bond by Buyer and submits to the jurisdiction of any such court of competent jurisdiction.



**ARTICLE 6**  
**CONDITIONS**

Section 6.1. Conditions to Obligations of Buyer. The obligations of Buyer to consummate this Agreement and the transactions contemplated hereby are subject to the fulfillment, prior to or at the Closing, of the following conditions precedent:

(a) On or prior to the Closing Date, there shall have occurred no breach of the representations and warranties and covenants of either Seller Party contained in this Agreement (including the Schedules hereto) or in any agreement to which either Seller Party and Buyer are parties;

(b) On the Closing Date, no injunction or order shall be in effect prohibiting consummation of the transactions contemplated hereby or which would make the consummation of such transactions unlawful and no action or proceeding shall have been instituted and remain pending before a court, governmental body or regulatory authority to restrain or prohibit the transactions contemplated by this Agreement;

(c) Seller shall have received, to the reasonable satisfaction of Buyer, all consents and approvals required to consummate the transactions contemplated by this Agreement and the sale of the Purchased Assets. No such consent or approval shall be conditioned on the modification, cancellation or termination of any such agreement, or shall impose on Buyer or any of its affiliates any material condition or provision or requirement with respect to the Business or its operations that is more restrictive than or different from the conditions imposed upon such operation prior to the Closing, unless consented to in writing by Buyer;

(d) Seller shall have executed and delivered to Buyer, on terms and conditions reasonably acceptable to Buyer, the instruments, documents, agreements, consents and other deliverables required pursuant to Section 2.5 hereof on or prior to the Closing Date;

(e) Buyer shall have received all consents and approvals of its manager and member and its respective appropriate affiliates required to consummate the transactions contemplated by this Agreement and the purchase of the Purchased Assets, which consents and approvals may be withheld in the sole discretion of the manager and member of Buyer; and

(f) Buyer shall have completed its due diligence investigation of the Business and the Purchased Assets and be satisfied with the results thereof in its sole discretion.

Section 6.2. Conditions to Obligations of Seller. The obligations of Seller to consummate this Agreement and the transactions contemplated hereby is subject to Buyer's execution and delivery to Seller, on terms and conditions reasonably acceptable to Seller, the instruments, documents, agreements, consents and other deliverables required pursuant to Section 2.6 hereof on or prior to the Closing.

Section 6.3. Termination of Agreement. This Agreement and the transactions contemplated hereby may (at the option of the party having the right to do so) be terminated at any time on or prior to the Closing Date:

- (a) By mutual written consent of Buyer and Seller;
- (b) By either Seller or Buyer upon notice to the other if the Closing shall not have occurred on or before April 30, 2006;
- (c) By Buyer if any of the conditions precedent set forth in Section 6.1 hereof are not fulfilled or waived by Buyer prior to or at the Closing; or
- (d) By Seller if the condition precedent set forth in Section 6.2 hereof is not fulfilled or waived by Seller prior to or at the Closing.

Section 6.4. Effect of Termination and Right to Proceed. If this Agreement is terminated pursuant to Section 6.3, then except as provided below, all further obligations of Buyer and Seller Parties under this Agreement shall terminate without further liability of Buyer or any affiliate thereof to either Seller Party or of Seller or Colvin to Buyer, except as to liability for any intentional or fraudulent misrepresentation, breach or default in connection with any warranty, representation, covenant or obligation given, occurring or arising prior to the date of termination. In addition, anything in this Agreement to the contrary notwithstanding, if any of conditions to the obligation of Buyer specified in Section 6.1 hereof have not been satisfied, Buyer, in addition to any other rights which it may have, shall have the right to waive its rights to have such conditions satisfied and elect to proceed with the transactions contemplated hereby.

## ARTICLE 7

### INDEMNIFICATION

Section 7.1. Indemnified Losses. For the purpose of this Article 7 and when used elsewhere in this Agreement, "Losses" shall mean and include any and all liability, loss, damage, claim, expense, cost, fine, fee, penalty, obligation or injury including those resulting from any and all actions, suits, proceedings, demands, assessments or judgments, together with reasonable costs and expenses including the attorneys' fees and other legal costs and expenses relating thereto.

Section 7.2. Indemnification by Seller Parties. The Seller Parties hereby jointly and severally agree to indemnify and hold harmless Buyer against and in respect of any Losses which arise out of or result from:

- (a) any breach by the Seller Parties of any representation or warranty of the Seller Parties made herein or in any certificate, schedule, document, writing or instrument delivered by any Seller Party pursuant to this Agreement;
- (b) any breach by any Seller Party of any covenant or obligation of such Seller Party in this Agreement or in any certificate, schedule, document, writing or instrument delivered by the Seller Parties pursuant to this Agreement;

(c) any liability or obligation of Seller or the Business as operated through the Closing Date or otherwise arising out of the ownership or operation of Seller, the Business or the Purchased Assets prior to the Closing, other than the Assumed Liabilities, whether or not such liability or obligation was disclosed to Buyer, including, without limitation, sales and use Taxes for all periods ending on or prior to the Closing Date;

(d) any noncompliance with fraudulent conveyance laws with respect to the transactions contemplated by this Agreement; and

(e) as provided in Section 7.4 hereof.

Section 7.3. Indemnification By Buyer. Subject to the limitations set forth in this Article 7, Buyer agrees to indemnify and hold harmless Seller against and in respect of any Losses which arise out of or result from:

(a) any breach by Buyer of any representation or warranty of Buyer made herein or in any certificate, document, writing or instrument delivered by Buyer pursuant to this Agreement;

(b) any breach by Buyer of any covenant or obligation of Buyer in this Agreement or in any other certificate, document, writing or instrument delivered by Buyer pursuant to this Agreement;

(c) the Assumed Liabilities; and

(d) as provided in Section 7.5 hereof.

Section 7.4. Third Party Claims Against Buyer. The Seller Parties further agree to jointly and severally indemnify and hold Buyer harmless from and against any and all Losses resulting from causes of action or claims of any kind asserted by unrelated third parties, including but not limited to any Interested Party, arising from any liability of any nature incurred in connection with any action, suit, proceeding, claim or demand by any person or entity where any of the alleged or actual breach, default, act, omission or other grounds therefore is attributable to events occurring prior to the Closing and related to Seller, the Business or the Purchased Assets, including, without limitation, any and all Losses attributable to goods, products and services provided by Seller prior to the Closing Date, whether or not such litigation, proceeding or claim is pending, threatened, or asserted before, on or after the Closing Date.

Section 7.5. Third Party Claims Against Seller. Subject to the limitations set forth in this Article 7, Buyer further agrees to indemnify and hold Seller harmless from and against any and all Losses resulting from causes of action or claims of any kind asserted by unrelated third parties arising from any liability of any nature incurred in connection with any action, suit, proceeding, claim or demand by any person or entity where any of the alleged or actual breach, default, act, omission or other grounds therefore is attributable to events occurring after the Closing and related to Buyer or the Purchased Assets, whether or not such litigation, proceeding or claim is pending, threatened, or asserted before, on or after the Closing Date.

Section 7.6. Procedures; No Waiver; Exclusivity. All claims for indemnification by a party pursuant to this Article 7 in connection with an action, suit or proceeding shall be made in accordance with the provisions of this Section 7.6. The party entitled to indemnification under this Article 7 (the "Indemnified Person") shall give prompt written notification to the Person obligated to provide such indemnification (the "Indemnifying Person") of the commencement of any action, suit or proceeding relating to a third party claim for which indemnification pursuant to this Article 7 may be sought; *provided, however*, that no delay on the part of the Indemnified Person in notifying the Indemnifying Person shall relieve the Indemnifying Person from any liability or obligation under this Article 7 except to the extent of any damage or liability caused solely by or arising out of such delay. Within 20 days after delivery of such notification, the Indemnifying Person may, upon written notice thereof to the Indemnified Person, assume control of the defense of such action, suit or proceeding with counsel reasonably satisfactory to the Indemnified Person, provided (i) the Indemnifying Person acknowledges in writing to the Indemnified Person that the Indemnifying Person shall indemnify the Indemnified Person with respect to all elements of such action, suit or proceeding and any damages, fines, costs or other liabilities that may be assessed against the Indemnified Person in connection with such action, suit or proceeding, and (ii) the third party seeks monetary damages only. If the Indemnifying Person does not so assume control of such defense, the Indemnified Person shall control such defense. The party not controlling such defense may participate therein at its own expense; provided, that if the Indemnifying Person assumes control of such defense and the Indemnified Person is advised by counsel in writing that the Indemnifying Person and the Indemnified Person may have conflicting interests or different defenses available with respect to such action, suit or proceeding, the reasonable fees and expenses of counsel to the Indemnified Person shall be considered "Losses" for purposes of this Agreement. The party controlling such defense shall keep the other party advised of the status of such action, suit or proceeding and the defense thereof and shall consider in good faith recommendations made by the other party with respect thereto. An Indemnified Person shall not agree to any settlement of such action, suit or proceeding without the prior written consent of the Indemnifying Person, which shall not be unreasonably withheld or delayed. The Indemnifying Person shall not agree to any settlement or the entry of a judgment in any action, suit or proceeding without the prior written consent of the Indemnified Person, which shall not be unreasonably withheld (it being understood that it is reasonable to withhold such consent if, among other things, the settlement or the entry of a judgment (A) lacks a complete release of the Indemnified Person for all liability with respect thereto or (B) imposes any liability or obligation on the Indemnified Person).

Section 7.7. Set-Off. (a) If any Seller Party fails to pay Buyer any amounts contemplated by this Article 7 within thirty (30) days of the date such Loss or other amount is payable to Buyer, Buyer shall be entitled to a set-off against the Holdings Membership Interests for any amounts payable to Buyer pursuant to this Article 7 (each, a "Claimed Set-Off"). Nothing in this Section 7.7 shall be construed or interpreted as a limitation on Buyer's right to indemnification in accordance with this Article 7.

(b) Buyer shall give Holdings written notice of any Claimed Set-Off. Holdings shall have fifteen (15) days from the date of Buyer's written notice to object to the Claimed Set-Off. Holdings shall make any objection to a Claimed Set-Off in writing and shall forward the same to Buyer. If Holdings does not timely object to a Claimed Set-Off, Buyer shall be entitled to receive from Holdings, pursuant to the Membership Interest Power, the Holdings Membership

Interests equal in value to the Claimed Set-Off. For purposes hereof, the Holdings Membership Interests shall be valued for all purposes hereof as \$10,000 with respect to each one percent (1%) of such Holdings Membership Interests, or proportionate fraction thereof. Each Party hereby acknowledges that such valuation is a reasonable estimate, and not a penalty, of Losses.

(c) If Holdings does timely object to a Claimed Set-Off, the Holdings Membership Interests shall not be released to Buyer until the parties have mutually resolved such Claimed Set-Off, or until the dispute has been definitively resolved by court proceedings. If Holdings timely objects and Holdings and Buyer are unable to agree to the amount of the Claimed Set-Off within thirty (30) days, either Holdings or Buyer may institute court proceedings for a determination of the amount of the Claimed Set-Off.

Section 7.8. Survival. All representations and warranties made by the Seller Parties and Buyer herein or in any certificate, document, writing or instrument delivered pursuant to this Agreement, shall survive the Closing until expiration of the applicable statute of limitation.

Section 7.9. Limitation on Indemnification by Seller Parties. Notwithstanding any other provision of this Article 7, the Seller Parties shall not be liable to Buyer under Section 7.2(a) for breach of representations and warranties until the total of all Losses with respect to such matters exceeds \$50,000, after which the Seller Parties shall be liable back to dollar one, such that such amount is a threshold and not a deductible. Nothing set forth in this Section 7.9 limits the Seller Parties' liability and obligations under Sections 7.2(b), 7.2(c), 7.2(d), 7.2(e) or 7.4, or under any other Section or provision of this Agreement, except for Section 7.2(a), notwithstanding the fact that the facts or circumstances giving rise to a claim under any such Section also constitute a breach of a representation or warranty and/or give rise to a claim under Section 7.2(a).

## ARTICLE 8

### MISCELLANEOUS

Section 8.1. Notices. All notices, requests, demands and other communications hereunder shall be in writing and delivered personally or sent by overnight delivery, postage prepaid to the addresses set forth below:

To Buyer:

SFPI, LLC  
c/o Republic Financial Corporation  
Attn: Chief Legal Officer  
3300 South Parker Road, Suite 500  
Aurora, Colorado 80014

To any Seller Party:

Index Powered Financial Services, LLC  
303 University Boulevard, Suite 201  
Denver, Colorado 80206

Attn: Mr. Robert C. Colvin

Section 8.2. Entire Agreement. This Agreement (including the schedules and exhibits hereto) constitutes the sole understanding of the parties with respect to the subject matter hereof.

Section 8.3. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 8.4. Parties in Interest; Assignment. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, provided that no Seller Party may assign or delegate this Agreement or any right, liability or obligation hereunder without Buyer's prior written consent and any assignment or delegation by any Seller Party without the prior written consent of Buyer shall be void and of no force or effect.

Section 8.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to its conflicts of laws principles.

Section 8.6. Schedules and Headings. All of the schedules and exhibits attached hereto are a part of this Agreement and all of the matters contained therein are incorporated herein by reference. The descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience only and do not constitute part of this Agreement.

Section 8.7. Amendment. This Agreement may be amended or modified only by the parties hereto by any instrument in writing signed by or on behalf of each of the parties hereto.

Section 8.8. Waiver. Any term or provision of this Agreement may be waived only in writing by the party or parties who are entitled to the benefits being waived.

Section 8.9. Joint and Several Liability. All obligations and liabilities of Seller and/or any other Seller Party under this Agreement shall be the joint and several obligations and liabilities of all of the Seller Parties.

Section 8.10. Press Release. No Seller Party shall make any public announcement or issue any press release relating to this Agreement, the or any related agreements or transactions contemplated hereby or thereby, provided however, that nothing herein shall prevent Seller from making any disclosure required by law.

Section 8.11. Venue; Waiver of Jury Trial; Actual Damages.

(a) Each party hereby consents that any action or proceeding against such party may be commenced and maintained in any court within the State of Colorado or in the United States District Court of Colorado by service of process on any officer of such party or on the person of such party. Each party further agrees that the courts of the State of Colorado and the United States District Court of the State of Colorado shall have jurisdiction with respect to the subject matter hereof and the person of every party.

(b) EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY INSTRUMENT DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY.

(c) Except as prohibited by law, each party waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages.

Section 8.12. No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person or entity, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

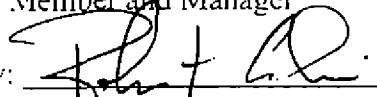
Section 8.13. Attorney's Fees. In the event of any action for breach of this Agreement or misrepresentation by any party, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses incurred in such action. Attorney's fees incurred in enforcing any judgment in respect of this Agreement are recoverable as a separate item. The preceding sentence is intended to be severable from the other provisions of this Agreement and to survive any judgment and, to the maximum extent permitted by law, shall not be deemed merged into any such judgment.

*[Signature Page Follows Immediately]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Asset Purchase Agreement as of the date first above written.

**Index Powered Financial Services, LLC,**  
a Colorado limited liability company

By: RAI – Denver, Inc.,  
a Colorado corporation,  
Its Member and Manager

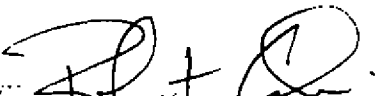
By:   
Name: Robert C. Colvin  
Title: President

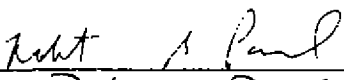
**SFPI, LLC,**  
a Delaware limited liability company

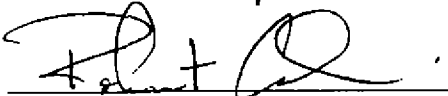
By: CAII IP Holdings, LLC,  
a Delaware limited liability company.  
Its Member and Manager

By: Capital Associates International, Inc.,  
a Colorado corporation,  
Its Member and Manager

**RCBW Holdings, LLC**

By:   
Name: Robert Colvin  
Title: Manager

By:   
Name: Robert S. Posschl  
Title: Vice President

  
Robert C. Colvin, Individually



SCHE DULE 3.13e

TO THE ASSET PURCHASE AGREEMENT AMONG INDEX POWERED  
FINANCIAL SERVICES, LLC, RCBW HOLDINGS, LLC, ROBERT C. COLVIN  
AND SFPI, LLC DATED MARCH 29, 2006

TRADEMARKS, REGISTRATIONS, SERVICE MARKS, SERVICE  
NAMES, ETC.

1. Trademarks:

- Index Powered Financial Services - IPFS
- e Transaction Network - eTN
- Capital Markets CD - CMCD

2. Domain Names:

- [www.ipfscorp.com](http://www.ipfscorp.com)
- [www.etransactionnetwork.com](http://www.etransactionnetwork.com)

3. Patent

- "Colvin Patent" Patent pending application filed by Colvin on November 15, 2004, with the United States Patent and Trademark Office, number 10/990,160, titled "Methods and Systems for Securitization of Certificates of Deposit," and published on September 29, 2005, publication number US 2005/0216399 A1.