

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT												
EFFECTIVE DATE:	04/24/2006												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Robert C Colvin</td><td>04/24/2006</td></tr><tr><td>Index Powered Financial Services, LLC</td><td>04/24/2006</td></tr></tbody></table>	Name	Execution Date	Robert C Colvin	04/24/2006	Index Powered Financial Services, LLC	04/24/2006							
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Index Powered Financial Services, LLC	04/24/2006												
RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>SFPI, LLC</td></tr><tr><td>Street Address:</td><td>3300 South Parker Road, Suite 500</td></tr><tr><td>Internal Address:</td><td>Legal Dept</td></tr><tr><td>City:</td><td>Aurora</td></tr><tr><td>State/Country:</td><td>COLORADO</td></tr><tr><td>Postal Code:</td><td>80014</td></tr></table>	Name:	SFPI, LLC	Street Address:	3300 South Parker Road, Suite 500	Internal Address:	Legal Dept	City:	Aurora	State/Country:	COLORADO	Postal Code:	80014	
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PROPERTY NUMBERS Total: 2													
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>10990160</td></tr><tr><td>Patent Number:</td><td>7206761</td></tr></tbody></table>	Property Type	Number	Application Number:	10990160	Patent Number:	7206761							
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Patent Number:	7206761												
CORRESPONDENCE DATA													
Fax Number: (303)751-1459 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
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Address Line 4: Aurora, COLORADO 80014													
NAME OF SUBMITTER:	Sandra Thompson												

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Total Attachments: 17

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

March *29th*, 2006

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is executed and effective as of March 29th, 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, LLC, 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[®] 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

- (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[®] 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.

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

SFPI, LLC, d/b/a IPFS

By: [Signature]
Name: Robert S. Possehl
Title: Vice President

Oldco, LLC f/k/a INDEX POWERED
FINANCIAL SERVICES, LLC

By: [Signature]
Name: Robert Colvin
Title: Manager

RCBW, LLC

By: [Signature]
Name: Robert Colvin
Title: Manager

[Signature]
Robert C. Colvin, Individually

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Escrow Agent

By: [Signature]
Name: Ethel M. Vick
Title: Vice President

SCHEDULE 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
- 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.

BILL OF SALE, ASSIGNMENT AND CONVEYANCE

Effective as of April 24th, 2006

WHEREAS, SFPI, LLC, a Delaware limited liability company ("Buyer"), Index Powered Financial Services, LLC, a Colorado limited liability company; RCBW Holdings, LLC, a Colorado limited liability company; and Robert C. Colvin ("Seller"), have entered into an Asset Purchase Agreement dated as of March 29, 2006 (which, together with the exhibits thereto, is hereinafter referred to as the "Asset Purchase Agreement"); and

WHEREAS, the Asset Purchase Agreement contemplates and provides for the assignment, transfer and conveyance to Buyer of the Colvin Patent, as such term is defined in the Asset Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby grant, bargain, sell, transfer, convey, assign and deliver to Buyer, as of the date first above appearing, all of Seller's right, title and interest, of whatever kind and character, tangible and intangible, in and to the Colvin Patent, free and clear of any and all liens, licenses, mortgages, encumbrances, pledges, security interests or charges of any nature whatsoever except for Permitted Liens (as such term is defined in the Asset Purchase Agreement):

TO HAVE AND TO HOLD unto Buyer, its successors and assigns forever the Colvin Patent hereby granted, bargained, sold, transferred, conveyed, assigned and delivered.

Seller hereby irrevocably makes, constitutes and appoints Buyer the true and lawful attorney of Seller, with full power of substitution, for and in the name and stead of Seller but on behalf and for the benefit of Buyer, to demand and receive from time to time any and all property, tangible and intangible, constituting the Colvin Patent and to give receipts and releases for and in respect of the same and any part thereof and, from time to time, to institute and prosecute in the name of Seller, but at the expense and for the benefit of Buyer, any and all proceedings at law, in equity or otherwise, which Buyer may deem proper to collect, assert or enforce any claim, right or title of any kind in respect of the Colvin Patent and to defend and compromise any and all actions, suits or proceedings hereafter instituted in respect of the Colvin Patent and to do all such acts and things in relation to the Colvin Patent as Buyer shall deem desirable, except in all cases as otherwise contemplated by the Asset Purchase Agreement.

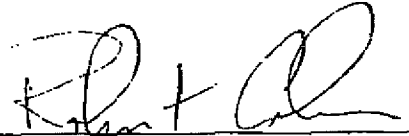
Seller hereby covenants and agrees to execute and deliver to Buyer such other instruments of conveyance, assignment and transfer as Buyer may reasonably request in order more fully to vest in Buyer all and singular the rights and properties hereby granted, bargained, sold, transferred, conveyed, assigned and delivered.

This Bill of Sale, Assignment and Conveyance shall be deemed to have been executed and delivered in the State of Colorado, and shall be governed by and construed in accordance with the internal laws, as opposed to the rules governing conflicts of laws, of the State of Colorado.

EXECUTION COPY

This Bill of Sale, Assignment and Conveyance shall be binding upon Seller and his successors and assigns.

IN WITNESS WHEREOF, Seller has executed this instrument as of the date herein set forth.



Robert C. Colvin

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

This First Amendment to Asset Purchase Agreement (this "Amendment"), is entered into and effective as of the 24th day of April, 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, LLC, a Delaware limited liability company ("Buyer") (collectively, the "parties"). Each capitalized term not otherwise defined herein shall have the respective meaning ascribed to such term in the Asset Purchase Agreement by and among the parties, dated March 29, 2006 (the "Purchase Agreement").

RECITALS

WHEREAS, the parties entered into the Purchase Agreement pursuant to which Buyer intends to purchase from the Seller Parties, and the Seller Parties intend to sell to Buyer, the Purchased Assets and the Patent; and

WHEREAS, the parties desire to amend the Purchase Agreement as set forth herein;

AGREEMENT

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I. Amendments to Article I.

(a) The defined term "Business" set forth in Article I of the Purchase Agreement is hereby amended to delete therefrom, without substitution therefore, the phrase "'cTN[®] Network" and".

(b) A new defined term is hereby inserted in Article I of the Purchase Agreement immediately following the defined term "Assumed Liabilities" as follows: "Bankruptcy Event" means: (i) the creation, incurrence, assumption or sufferance to exist of any Debt of Seller (which shall include for purposes hereof capital leases and guaranties or other contingent obligations for indebtedness), other than Debt of Seller outstanding on the date hereof, and other than Debt incurred by Seller in the ordinary course of business; (ii) the mortgage, encumbrance, or creation or sufferance to exist of any Liens on any of Seller's assets, other than Liens in favor of Buyer; (iii) the insolvency, bankruptcy, or general failure of Seller to pay any debts as such debts become due; (iv) the adjudication of Seller as insolvent or bankrupt; (v) the admission by Seller in writing of its inability to pay its debts; (vi) the sufferance of the appointment of a custodian, receiver or trustee for Seller or its property, the making of an assignment for the benefit of Seller's creditors, or the sufferance by Seller, whether commenced by or against Seller, of instituted proceedings under any law related to bankruptcy, insolvency, liquidation or reorganization, readjustment or release of debtors; (vii) the entrance of an order for relief relating to any of the foregoing; (viii) the calling by Seller of a meeting of its creditors with a view to arranging a composition or adjustment of its debts; or (ix) any act or failure to act indicating Seller's consent to, approval of or acquiescence in any of the foregoing.

2. Amendment to Section 2.2. Section 2.2 of the Purchase Agreement is hereby amended and restated in its entirety as follows:

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 proceeds received by Buyer during the preceding month, if any, pursuant to any purchase and sale agreement with respect to Seller's eTN Network between Seller, or any of its affiliates, and any third party, including without limitation, SunGard Institutional Brokerage, Inc., or any of its affiliates, the proceeds of which are acquired by Buyer hereunder, 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 with the Patent Payment [REDACTED]

(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 the amount reflected as the "Complete Payment" set forth in Schedule 2.2(b) attached hereto and incorporated herein by this reference, subject to the adjustments set forth in this Agreement.

(i) At the Closing, Buyer shall deliver the amount equal to the "Closing Payment" set forth in Schedule 2.2(b), 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"), 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 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. Following the Closing, Buyer shall from time to time deliver an amount equal to the consideration to be paid by Seller pursuant to a respective settlement and release agreement approved by Buyer in writing with respect to the creditors of Seller reflected as the "Post-Closing Creditors" set forth on Schedule 2.2(b) (each, a "Post-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; provided, however that Buyer shall not be obligated further under this Section 2.2(b)(i) once Buyer has deposited with Escrow Agent Post-Closing Payments totaling in the aggregate the amount reflected as the "Post-Closing Payment Cap" on Schedule 2.2(b). The Post-Closing Payments, if any, will be disbursed by Escrow Agent in accordance with the escrow instructions executed by Buyer and the Seller Parties, which escrow instructions shall direct Escrow Agent to disburse the Post-Closing Payment proceeds to such Post-Closing Creditors 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 [REDACTED] (the "Trade Funding Cap").

3. Amendment to Section 2.5(a). Section 2.5(a) of the Purchase Agreement is hereby amended to delete therefrom the phrase "names and marks "eTN[®]" and" and to substitute therefor the phrase "name and mark".

4. Amendment to Section 3.13(a). Section 3.13(a) of the Purchase Agreement is hereby amended to delete therefrom, without substitution therefor, the phrase "'eTN[®] Network" and".

5. Amendment to Section 5.3. Section 5.3 of the Purchase Agreement is hereby amended to delete therefrom, without substitution therefor, the phrase "'eTN[®] Network".

6. Amendment to Section 7.2.

(a) Section 7.2(d) of the Purchase Agreement is hereby amended and restated in its entirety as follows: "any federal, state or local fraudulent conveyance laws or similar enactments and regulations with respect to the transactions contemplated by this Agreement; and

(b) Section 7.2 of the Purchase Agreement is hereby amended to insert, as subsection (f) thereto, the following provision: "(f) any Bankruptcy Event."

7. Acknowledgement and Agreement. Each of the parties hereto hereby expressly acknowledges and agrees with each other party that Buyer has heretofore engaged in negotiations with ICAP Capital Markets LLC, a Delaware limited liability company formerly known as Garban Capital Markets LLC ("ICAP") and ICAP Corporates LLC, a Delaware limited liability company formerly known as Garban Corporates LLC ("ICAP Corporates") with respect to Buyer's indication of interest in acquiring the options to purchase membership interests of IPFS issued to ICAP (the "Options") pursuant to that certain Marketing and Placement Agreement between IPFS, ICAP and RAI-Denver, Inc., a Colorado corporation, effective as of

February 15, 2005, as amended from time to time. Each of the parties hereto hereby further expressly acknowledges and agrees with each other party that if Buyer does not acquire the Options for any reason, no Seller Party shall be entitled to receive from Buyer or any of its affiliates any consideration pursuant to this Amendment or the Purchase Agreement which would have otherwise been paid to ICAP in connection with Buyer's contemplated purchase of the Options.

8. Effective Date. This Amendment shall be deemed effective as of the date first written above, as if executed on such date.

9. Governing Law. This Amendment shall be deemed to be a contract made under the laws of the State of Colorado and for all purposes shall be governed by and construed in accordance with the laws of such State applicable to contracts to be made and performed entirely within such State.

10. Severability. Any term or provision of this Amendment or the Purchase Agreement, as hereby amended, that is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions or the validity or enforceability of the invalid, void or unenforceable term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction or other authority declares that any term or provision of this Amendment or the Purchase Agreement, as hereby amended, is invalid, void or unenforceable, the parties agree that the court making such determination shall have the power to and shall, subject to the discretion of such court, reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

11. No Other Effect. Except as expressly set forth herein, the Purchase Agreement shall not by implication or otherwise be supplemented or amended by virtue of this Amendment, but shall remain in full force and effect, as amended hereby, and each of the parties hereby ratifies and affirms the Purchase Agreement, as amended pursuant to the terms of this Amendment.

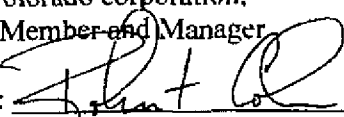
12. Counterparts. This Amendment may be executed in any number of counterparts (including facsimile signatures) and each of such counterparts (including facsimile signatures) shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

[Signature Page Immediately Follows]

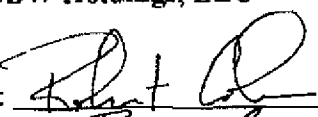
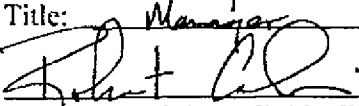
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date and year first above written.

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

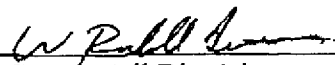
RCBW Holdings, LLC

By: 
Name: Robert Colvin
Title: Manager

Robert C. Colvin, Individually

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

By: 
Name: W. Randall Dietrich
Title: President