

**EXHIBIT A**

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "*Agreement*") is made as of April 6, 2009, by and among (a) MARK H. ROBBINS, an individual ("*Robbins*"), (b) AMERICAN INSTITUTIONAL PARTNERS, LLC, a Delaware limited liability company ("*AIP*"), (c) AIP FUNDING, LLC, a Delaware limited liability company formerly known as "AIP Lending, LLC" ("*AIP Lending*"), (d) EQUITAP, LLC, a Delaware limited liability company formerly known as "Synthetic Secured Lending, LLC" and "AIP Lending, LLC" ("*Equitap*"), (e) SMARTHEDGE, LLC, a Delaware limited liability company ("*SmartHedge*"), (f) SEVEN INVESTMENTS, LLC, a Utah limited liability company ("*Seven*" and, together with Robbins, AIP, AIP Lending, Equitap, SmartHedge and Seven, "*Assignors*"), and (g) PELICAN EQUITY, LLC, a Delaware limited liability company ("*Assignee*").

Whereas, a judgment was entered in November 2008 by Utah's Third District Court (the "*Fairstar Judgment*") against Robbins, AIP and AIP Lending in favor of Fairstar Resources Ltd. and Goldlaw Pty Ltd (collectively, "*Fairstar*"), and Fairstar is aggressively pursuing collection on the Fairstar Judgment, including without limitation scheduling constable's sales of certain assets of Robbins, AIP and AIP Lending for April 6, 2009, and April 8, 2009 (the "*Scheduled Fairstar Sales*"); and

Whereas, should the Scheduled Fairstar Sales be completed and/or should Fairstar continue to execute and collect on the Fairstar Judgment, each of Robbins, AIP and AIP Lending would be significantly and adversely affected and such events would very likely be disastrous for each of them, as each of them could potentially lose all of his or its assets to Fairstar or other bidders at judgment sales; and

Whereas, Equitap, SmartHedge and Seven are affiliates of, subsidiaries of and/or related parties with Robbins, AIP and AIP Lending and are accordingly impacted by the Fairstar Judgment and, should the Scheduled Fairstar Sales be completed and/or should Fairstar continue to execute and collect on the Fairstar Judgment, Equitap, SmartHedge and Seven would be significantly and adversely affected and such events would very likely be disastrous for each of them due to their relationships with each other; and

Whereas, Assignee is willing to arrange for DPR Management, LLC ("*DPR*"), to make a \$375,000 loan (the "*DPR Loan*"), to be guaranteed by (among others) Robbins, AIP and AIP Lending, the net proceeds of which (in the amount of \$350,000) would be paid to Fairstar on behalf of Robbins, AIP and AIP Lending, in order for such parties to obtain the forbearance of Fairstar in conducting the Scheduled Fairstar Sales and otherwise executing and collecting on the Fairstar Judgment for at least thirty days; and

Whereas, Assignors acknowledge that DPR would not be aware of the opportunity to make such DPR Loan, nor would DPR be willing to consummate or fund such transaction, without the involvement or participation of Assignee;

Now, Therefore, in consideration of the premises set forth above and the representations, undertakings, covenants and obligations set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Assignors and Assignee hereby agrees as follows:



1. **Assignment.** Effective upon the payment by DPR to Fairstar of \$350,000 as described above, not later than close of business on April 6, 2009, each of Assignors hereby assigns, transfers and sets over to Assignee, subject only to the Identified Liens (as defined in Paragraph 2 below) but otherwise free and clear of all liens and encumbrances, all right, title and interest of such Assignor in, to and under each and all of the following assets (collectively, the "**Assigned Assets**"):

(a) all trade secrets, confidential and/or proprietary information, other intellectual property, licenses, contract rights and other intangibles relating to the stock lending business conceived of, developed, acquired, owned and/or operated by Robbins, AIP, AIP Lending, Equitap, SmartHedge and Seven (the "**Stock Lending Business**"), including without limitation all related trademarks, service marks, trade names, software, web sites, business plans, models, methodologies, analyses, data, information, business contacts and relationships;

(b) all rights and/or claims against Talos Partners, LLC and/or its principals, members, employees, agents and associates, and all those who conspired and/or acted in concert with any of them (including without limitation Rob Brazell, Steve Norris, Darl McBride and Rama Ramachandran), for theft, misappropriation, fraud, breach of fiduciary duty and/or conversion (or similar or related claims) of or against the Stock Lending Business and/or certain components thereof, and against Bryan Cave LLP and/or its attorneys, for related and similar claims and for malpractice and/or breach of fiduciary or other duties to any Assignor (collectively, the "**Talos Claims**");

(c) all confidential and proprietary information, all work product and all related information, documents and/or materials associated with any of the foregoing items prepared to date by Robbins, AIP, AIP Lending, Equitap, SmartHedge and/or Seven and/or any of their respective associates, legal counsel and/or financial or industry professionals; and

(d) all books, accounts, records and other documentation relating to any of the above.

2. **Title.** Each of Assignors hereby represents and warrants to Assignee that the Assigned Assets are hereby transferred and assigned to Assignee free and clear of all liens, security interests, encumbrances and rights or interests of other persons or entities other than the following (the "**Identified Liens**"), but only to the extent such Identified Liens are valid and perfected against any Assigned Assets:

(a) the Fairstar Judgment;

(b) a security interest granted by Robbins, AIP, AIP Lending and Equitap in favor of DPR to the secure the DPR Loan (the "**DPR Lien**");

(c) an existing lien on the assets of AIP in favor of Durham, Jones & Pinegar (the "**DJP Lien**"), securing obligations in the amount of approximately \$1 million; and

(d) other security interests of record in the proper Uniform Commercial Code filing office of the corresponding Assignor as of the date of this Agreement ("**Other Liens**").

Each Assignor hereby (1) agrees to defend such title against any liens, security interests, encumbrances or rights or interests of other persons or entities in or against any Assigned Asset other than the Identified Liens (but only to the extent such Identified Liens are valid and perfected against any Assigned Assets) and to indemnify Assignee from and against any loss or expense incurred by Assignee as a result of any failure of Assignor's warranties provided in this Paragraph 2, and (2) covenants to use his, her or its best commercial efforts to promptly obtain the release and/or removal of the Assigned Assets from the Fairstar Judgment, the DPR Lien, the DJP Lien and the Other Liens.

3. **Talos Claims.** Each of Assignors hereby agrees to cooperate with and assist Assignee, as requested by Assignee and (unless waived by Assignee in its sole and absolute discretion on a case-by-case basis) at the cost and expense of Assignors, in the pursuit by Assignee of, and/or any enforcement, execution and/or collection in respect of, the Talos Claims.

4. **Other Representations.** Except as otherwise expressly set forth in this Agreement, (a) no Assignor makes any representation or warranty to Assignee with respect to any Assigned Asset, including without limitation with regard to the value or condition of any Assigned Asset, and (b) Assignee hereby accepts the Assigned Assets from Assignors on an "as is, where is" basis.

5. **Further Assurances; Cooperation.** The parties hereto agree (a) to execute and deliver to each other such other documents, and (b) to do such other acts and things, all as another party hereto may at any time reasonably request, for the purpose of effectuating the transactions contemplated by, and otherwise carrying out the intent of this Agreement. Without limiting the generality of the foregoing, each of Assignors hereby agrees to exert its best commercial efforts to compile for and/or deliver to Assignee, as requested by Assignee and (unless waived by Assignee in its sole and absolute discretion on a case-by-case basis) at the cost and expense of Assignors, all documents and other items constituting or relating to any of the Assigned Assets so that Assignee may have the full benefit of its ownership thereof.

6. **Counterparts.** This Agreement may be signed in one of more counterparts, and all counterparts so executed shall constitute one instrument, binding on the parties hereto, notwithstanding that the parties are not signatory to the same counterpart. Executed counterparts of, and signatures to, this Agreement transmitted by fax shall be valid and effective as originals.

[Remainder of Page Intentionally Blank - Signature Pages Follow]



In Witness Whereof, each of Assignors and Assignee has duly executed and delivered this Assignment Agreement as of the date first written above.

"Robbins":

  
\_\_\_\_\_  
Mark H. Robbins, individually


"AIP":

American Institutional Partners, LLC

"AIP Lending":

AIP Funding, LLC

By:   
Name: MARK H. ROBBINS  
Title: MANAGER


By:   
Name: MARK H. ROBBINS  
Title: MANAGER


"Equitap":

Equitap, LLC

"SmartHedge":

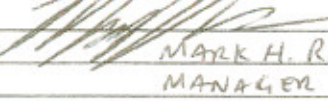
SmartHedge, LLC

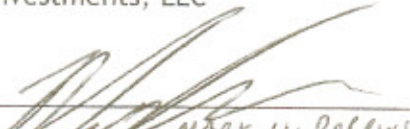
By:   
Name: MARK H. ROBBINS  
Title: MANAGER

By:   
Name: MARK H. ROBBINS  
Title: MANAGER

"Seven":


Seven Investments, LLC

By:   
Name: MARK H. ROBBINS  
Title: MANAGER

By:   
Name: MARK H. ROBBINS  
Title: MANAGER

"Assignee":

Pelican Equity, LLC

By:   
Name: Doug Roberts  
Title: Manager