FORM 10KSB/A

Annual and transition reports of small business issuers [Section 13 or 15(d), not S-B Item 405] [amend]

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TECHNOCONCEPTS, INC.

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SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-KSB/A

AMENDMENT NO. 1

(Mark One)

☑ **ANNUAL REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Fiscal Year Ended September 30, 2004

☐ **TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ _____to_____ _____

Commission File No. 333-90682

TECHNOCONCEPTS, INC.

(Formerly known as Technology Consulting Partners, Inc.)
(Name of Small Business Issuer in its charter)

Colorado	84-1605055
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

6060 Sepulveda Blvd., Suite 202
Van Nuys, Ca. 91411
(Address of principal executive offices)(Zip code)
Issuer' s telephone number, including area code: (818) 988-3364
Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which each is registered
None	None

Securities registered pursuant to Section 12(g) of the Act:

Title of each class	Name of each exchange on which each is registered
Common Stock, no par value	OTC, Bulletin Board

Check whether the issuer: (1) filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the past 12 months (or for such shorter period that the registrant was required to file such reports); and (2) has been subject to such filing requirements for the past 90 days. Yes ☐ No ☑

Check if disclosure of delinquent filers in response to Item 405 of Regulation S-B is not contained in this form, and will not be contained, to the best of registrant' s knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-KSB or any amendment to this Form 10-KSB. ☑

The Issuer' s revenues for the fiscal year ended September 30, 2004 were $0.

The number of shares of the registrant' s common stock, no par value per share, outstanding as of April 1, 2005 was 25,561,150. The aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant on January 12, 2005, based on the last sales price on the OTC Bulletin Board as of such date, was approximately $53,368,766.

DOCUMENTS INCORPORATED BY REFERENCE
None

Transition Small Business Disclosure Format: Yes ☐ No ☑

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FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-KSB contains forward-looking statements that involve risks and uncertainties. These forward-looking statements are not historical facts but rather are based on current expectations, estimates and projections about our industry, our beliefs and assumptions. We use words such as "anticipate," "expect," "intend," "plan," "believe," "foresee," "estimate" and variations of these words and similar expressions to identify forward-looking statements. These statements are not guarantees of future performance and are subject to certain risks, uncertainties and other factors, some of which are beyond our control, are difficult to predict and could cause actual results to differ materially from those expressed or forecasted in the forward-looking statements. These risks and uncertainties include those described in "Risk Factors That May Affect Future Results" and elsewhere in this Annual Report. You should not place undue reliance on these forward-looking statements, which reflect our view only as of the date of this Annual Report.

PART I

ITEM 1. DESCRIPTION OF BUSINESS

TechnoConcepts Inc. (the "Company") is in the business of designing, developing, and marketing wireless communications solutions. In addition to developing various hardware products designed to facilitate wireless communication, the Company has developed a patented technology designed to dramatically improve the way wireless signals are received and processed. This technology, which the Company calls True Software Radio, enables direct device-to-device communication, even among otherwise incompatible wireless standards and formats (CDMA, TDMA, GSM), by incorporating a cost-effective transmitter/receiver/processor system on a computer chipset. True Software Radio enables the replacement of conventional analog circuitry with a combination of proprietary delta-sigma converters and software based digital signal processing which allows wireless signals like those from cell phones, radios or televisions to be processed and translated at the point of origin. The Company believes that this technology will be incorporated into next-generation multi-mode radios that can handle multiple frequency bands, process multiple transmission protocols, and be easily and cost-effectively reconfigured and upgraded. The Company believes that its True Software Radio technology will help enable:

Cell phone users to enjoy seamless roaming anywhere in the world, with over-the-air software upgrades, service enhancements and multiple service provider connectivity;

Base station operators to increase frequency spectrum utilization and to upgrade cost-effectively with only software revisions;

Police, fire and other emergency agencies to communicate directly with each other regardless of their disparate radio systems; and

Allied military forces to communicate directly with each other regardless of their disparate radio systems.

The Company plans to design, develop and, using foundry partners, manufacture Application Specific Integrated Circuits (ASICs), chipsets and other electronic components based on its proprietary technology and to license these products to major telecommunications equipment suppliers for integration into their wireless communications products. As a development stage company, TechnoConcepts has not yet commercialized its proprietary technology, but the Company believes it is making good progress in doing so. The Company is in the process of developing relationships with a number of major wireless communications companies, in order to incorporate its proprietary technology across a broad spectrum of consumer, industrial, and military applications.

History and Development of the Company

Technology Consulting Partners, Inc. ("TCP") was incorporated in September 2001, as a Colorado corporation with the intention of providing high technology consulting services to its clients. In June 2002, TCP received its first consulting job which involved placing two consultants with Siemens Business Technologies, however, through September 30, 2003, most of TCP' s efforts were devoted to organizing the corporation and raising approximately $120,000 in a private offering. TCP filed a registration statement on Form SB-2 which was declared effective by the Securities and Exchange Commission on January 9, 2003.

TechnoConcepts Inc. ("TCI") was incorporated in April 22, 2003, as a Nevada Corporation with the intention of designing, developing, and marketing wireless communications solutions. On May 26, 2003, the Company purchased the intellectual property assets comprising the True Software Radio technology (the "Technology") from TechnoConcepts, Inc., a California corporation ("TCI California") in exchange for 8,000 shares of TCI Series A Convertible Preferred Stock and 3,933,320 shares of TCI Common Stock. TCI California, which was privately funded, developed the Technology while completing a series of research projects in the mid-1990s, including a Department of Energy Small Business Innovative Research (SBIR) project. Included in the transferred Technology was TCI California' s initial patent application for its Direct Conversion Delta-Sigma Receiver which TCI California filed on February 2, 1999. The original technical team that developed the Technology continues to work for the Company.

On December 15, 2003, TCP entered into an Agreement and Plan of Merger with TCI, whereby TCP acquired all of the issued and outstanding shares of capital stock of TCI in exchange for shares of TCP representing a controlling interest in TCP (the "Exchange"). The Exchange was completed on February 17, 2004. Unless the context indicates otherwise the terms the "Company," "TechnoConcepts" and "we" refer to TCI prior to the Exchange and the combined companies thereafter.

In April 2004, the Company entered into a Memorandum of Understanding with Taiwan-based, Wistron NeWeb Corporation, a major manufacturer and designer of mobile wireless communications products. Under this agreement, the parties will collaborate in developing commercial product applications for the Company' s True Software Radio technology in mobile consumer products. Wistron NeWeb, an Acer company, delivers wireless communication systems to many of the world' s recognized leaders in wireless technology. The agreement provides for TechnoConcepts' True Software Radio technology to be incorporated into Wistron NeWeb' s next generation wireless products to deliver advanced capabilities for commercial applications for the PCS/GPRS mobile handset marketplace**.**

In April 2004, the Company entered into a Technology Application Agreement with Zinwell Corporation, a leading designer and manufacturer of transmission products and digital set-top boxes used in satellite, communications, and CATV/MATV fields as well as a solution provider for system integration in 3C and IA applications. The agreement provides for the incorporation of the Company' s True Software Radio technology into Zinwell' s next generation wireless products, to deliver advanced capabilities for commercial applications for the CATV/MATV and Wireless Gateway applications.

On April 15, 2004, the Company amended its Articles of Incorporation to change its name from Technology Consulting Partners, Inc. to TechnoConcepts, Inc.

In June 2004, Patent No. 6,748,025 was granted to the Company, allowing 19 different claims for the conversion of RF signals directly into high-speed digital data (R/D) streams, which are then sorted and demodulated with digital signal processing. This patent is the first of a series of applications the Company intends to file that form the basis for the Company' s True Software Radio technology. On November 4, 2004, the Company filed a continuation application with new claims to Patent No.

6,748,025. This continuation, if approved, will broaden the scope of TechnoConcepts' current patent protection.

In July 2004, the Company signed a Joint Technology Agreement with a major Taiwan-based base station developer to jointly design, develop and market next-generation products that can deliver advanced capabilities for the third-generation (3G) wireless infrastructure marketplace and that incorporate the Company' s True Software Radio technology.

In November 2004, the Company completed a private placement of convertible debentures, shares of preferred stock and warrants with several institutional investors. Net proceeds to the Company from these transactions were approximately $5,775,000. See "Recent Sales of Unregistered Securities" under Item 5 of this report.

Recent Events

In February 2005, the Company entered into its first commercial license agreement for its True Software Radio technology. The agreement is with China Electronics Shanghai Corporation, a division of China Electronics Corporation (CEC), a $5 billion conglomerate under the direct supervision of the central government of China, with 16 wholly-funded subsidiaries, 30 share-holding companies, two overseas operations and six publicly listed companies. The license agreement is subject to approval of the United States Department of Export License Control and to regulations of the Peoples Republic of China, whose approvals are anticipated to be received. Under the terms of the license agreement, if CEC incorporates the TSR technology in its next generation products, TechnoConcepts will receive a technology access fee as well as a future royalty stream based on the sale of such products. If the required governmental approvals are obtained, TechnoConcepts expects to realize revenue from the license agreement in 2005, with more significant revenue anticipated beginning in 2006.

On February 25, 2005, the Company entered into an Agreement and Plan of Acquisition with Asanté Technologies, Inc. Pursuant to the Agreement and Plan of Acquisition, the Company will acquire all of the assets and business of Asanté and substantially all of its liabilities in exchange for 1,111,111 shares of the Company' s Common Stock, valued, for purposes of this transaction, at $4.50 per share for an aggregate value of $5 million. In addition, the Agreement and Plan of Acquisition includes a two year earn-out provision whereby the Company will issue additional shares of the Company' s Common Stock worth $3,000,000 if certain revenue goals are achieved. The Board of Directors of both companies has approved the transaction. The acquisition, which is subject to completion of customary consents, customary closing terms and conditions as well as shareholder and lien holder approval, is expected to close by the end of April 2005. Asanté, based in San Jose, CA, is a leading provider of networking solutions for the small-medium business market.

Wireless Communications Market

Mobile phones, personal digital assistants (PDAs), Bluetooth and WiFi-enabled laptop and handheld computers, and other types of wireless communications devices continue to proliferate. According to EMC World Cellular analysts' September 2004 forecasts, there will be an estimated 2.45 billion mobile telecommunications subscribers worldwide by 2009. EMC, a member of the Informa Group, is an authoritative wireless industry source for operational data research and analysis, providing market intelligence on the wireless industry since 1984. Their analysts anticipate that the two largest markets will be China and the US, where the Company has been establishing many strategic relationships.

In its annual industry report, released in December 2004, the UN' s International Telecommunications Union (ITU) stated that mobile phones would generate more money than traditional fixed-line services for the first time (in 2004), because of growing demand in developing countries such as China, India and Russia. The report noted that by the middle of 2004 there were already 1.5 billion mobile phone subscribers compared with 1.2 billion fixed-line customers around the world.

Growth in the market for wireless communications services has traditionally been fueled by demand for voice communications, but demand for access to the Internet has caused wireless service providers to increase focus on providing wireless data services through mobile phones and other wireless devices. In addition to wireless access to the Internet, such services include multimedia entertainment and position location services. In May 2004, iGillott Research, a market strategy consulting firm which concentrates on the wireless and mobile communications industry, estimated that in 2007 over 450 million wireless subscribers will use the Internet via cellular handsets.

Nonetheless, the wireless communications industry is in a state of technological disarray with competing protocols, frequencies, data rate standards and other incompatible transceiver technologies. Individual countries have usually adopted wireless standards based on economic criteria and the technology preference of the telecommunication service providers operating in those countries, rather than a universal standard. Service providers often build their own network of base stations in overlaying areas with multiple incompatible networks, including both first and second- generation technology. As demand increases appreciably for wireless networks that carry data and voice traffic at faster speeds, a variety of companies and alliances have already proposed several more competing third generation (3G) wireless standards to the International Telecommunication Union (ITU).

While these incompatible communication protocols and mismatched standards continue to proliferate, the demand for full interoperability (universal communication) has become critical, not only for the roaming business traveler but particularly for public safety and homeland security. Software radios can reconfigure themselves automatically to recognize and communicate regardless of competing wireless standards − resulting not only in greater convenience and efficiency for the users, but also in improved overall system performance, including significantly increased data speeds and spectrum bandwidth.

Products

Software Radio is a wireless communications device that uses software instead of hardware to perform signal processing, giving it the ability to support any and all wireless standards simultaneously. The Company has used its proprietary knowledge to produce low-cost, industry-unique, frequency-agile, True Software Radio ASIC transceiver (transmitter/receiver) technology that replaces conventional analog circuitry, combining its proprietary delta-sigma converters with software based digital signal processing. In short, the Company has created a chip that houses software that enables information (audio, video or data) signals to be extracted directly from the carrier with no intervening circuits. Just as large mainframe computers evolved to small hand-held PDAs, the Company has taken a proven technology and refined it to the point where it will function directly on the antennae of either the sending or receiving wireless device – and process the signals at that point.

True Software Radio consists of software embedded on a proprietary semiconductor chip that “grabs” the radio frequency signal at the antenna and immediately translates it from analog to digital and from one type of transmission (protocol) to another – without the need for a physical middle digital signal processing device. Wireless communication devices equipped with the Company’ s True Software Radio Technology can receive, translate and understand communications from radio frequencies broadcast in disparate formats.

The Company’ s data indicates that a single True Software Radio module can handle as much as five times more voice traffic than current hardware. Additionally it can handle the value-added high-speed data and video traffic linked to the wireless Internet without requiring any supplementary hardware or software. True Software Radio can handle any protocols in the licensed and unlicensed frequency range. The current version of the technology will operate from one MHz to 5.6 GHz. In addition, True Software Radio technology provides the additional capability for directly capturing global positioning (GPS) signals and processing navigation information as well. True Software Radio technology can be applied to a wide range of markets since this technology can be used in any device that uses radio frequency (RF) signals.

Benefits of True Software Radio Technology

The Company anticipates that adopting True Software Technology will enable:

Standard architecture for a wide range of communications products;

Non-restrictive wireless roaming by extending the capabilities of current and emerging commercial air-interface standards;

Uniform communication across commercial, civil, federal and military organizations;

Significant life-cycle cost reductions based on the design criteria;

Capacity in excess of five times more voice traffic than existing hardware;

Over the air downloads of new features and services as well as software patches;

Advanced networking capabilities to allow truly "portable" networks;

Reduced component (hardware and software) costs across multiple product lines; and

Staff reductions (Product Development, Operations, Production, Maintenance and other areas).

The Company believes that manufacturers incorporating the True Software Radio technology into their products will realize considerable savings in the following areas:

Component Costs − having a single multifunctional component from TechnoConcepts that addresses all of their products will replace the need for numerous single function components and will reduce costs by reducing the volume of components to be purchased;

The Development of a Reusable Technology Base − software (firmware) which can be shared across product lines can result in lowered development costs and a quicker time to market when introducing a new product;

Staff Reductions − the leveraging of personnel familiar with TechnoConcepts' technology across multiple product lines can replace teams of technical people for each product line. Areas where staff reductions might occur may include:

Engineering: Design, Development, Layout, Debug, Systems Test & Verification;

Production: Logistics, Purchasing, Manufacturing, Receiving, Incoming Inspection, and Quality Control; and

Post Sales Support: Maintenance and Technical Support.

Comparison with Conventional Transceiver Technology

Conventional analog architecture typically uses a "double conversion" scheme, which first converts the incoming radio signal to an intermediate frequency (IF) and then proceeds to extract the desired information from the IF signal. Conventional architecture utilizes multiple analog interfaces and thus can be prone to severe crosstalk. Furthermore, because waveform decoding is generally done in the analog domain using conventional receivers, this process restricts the system to only one type of signal.

In contrast, by digitizing the wireless signal functionally at the antenna, without the need for a down-converter and other intermediate processing, True Software Radio, with a single analog interface, eliminates conventional analog crosstalk. The architecture can be programmed to process any type of signal or multiple types of signals.

Conventional analog receivers typically use a double-conversion design. The architecture requires multiple external analog components, contains many analog interfaces, and can only decode one type of waveform.

A True Software Radio implementation based on TechnoConcepts' very high speed analog-to-digital (A/D) converter has a single analog interface and can be programmed to process any type of waveform.

The Company' s True Software Radio receiver has been demonstrated with TechnoConcepts' proprietary gallenium arsenide (GaAs) semiconductor chip, a very high speed (multi-GHz clock rates) delta-sigma converter that digitizes signals by modulating the analog input (radio signal) into a high-speed one-bit digital data stream. The data stream is then processed, using logic circuits within the semiconductor, to produce a high resolution word stream at a slower data rate, thus eliminating the need for conventional down-converters and their external analog components. The converter is a closed-loop system in which the order of the loop and the input bandwidth may be manipulated for the desired resolution: a more focused bandwidth results in higher resolution.

Portions of the underlying technology were originally developed under the Small Business Innovation Research (SBIR) Program sponsored by the U.S. Department of Energy. TechnoConcepts then took the development further by inventing a semiconductor architecture that simultaneously extracts the information signal from an incoming radio transmission and digitizes it with extremely high resolution. This architecture is capable of achieving dynamic ranges of up to 110 dB, enabling the processing of weak signals even in the presence of strong interference.

All component production will be performed with foundry partners. The Company intends to fabricate its SiGe components with Jazz Semiconductor and its CMOS components with TSMC.

Marketing and Distribution

The Company' s strategy is to become a leading provider of wireless communication technology by offering True Software Radio ASICs and chipsets to major telecommunications equipment and component suppliers for integration into their wireless communications products.

To date the Company has entered into three preliminary agreements with potential strategic partners for the joint development of True Software Radio components. None of these three preliminary agreements assure that the Company will realize any revenue from the sale or license of its products or technology.

The Company intends to seek to establish strategic relationships with both component manufacturers and "total solution" providers. The Company believes that incorporation of its True Software Radio technology will enable its industry partners to provide less expensive service along with seamless roaming and global interoperability, thereby enabling new and enhanced services and applications such as mobile e-commerce, position location, mobile multimedia web browsing, including music and video downloads, public safety and homeland security. Elements of the Company' s strategy include:

Selling to the Portable Device Market

The Company anticipates opportunities in the portable device market (defined here as the aggregation of handsets, PDAs, and other niche wireless access devices), which include:

Sales of True Software Radio "engines" (essentially very small wireless "motherboards") to portable device manufacturers, such as PalmOne, Sony, Sharp and Toshiba;

Non-recurring engineering fees for integration services to large manufacturers such as Raytheon, Lockheed-Martin, BAE Systems, and Northrop that want to adopt True Software Radio technology into their products and license fees based upon units sold under their own brand names (embedded products); and

OEM licensing agreements for physical/data link layer software to handset manufacturers, such as Samsung, Nokia, Motorola, and Ericcson.

The Company has not entered into definitive agreements with any of the companies referred to above as of the date of this report.

Selling to the Base Station Market

The Company believes that True Software Radio technology will contribute to the obsolescence of conventional wireless technology. The True Software Radio transceiver is capable of providing at least three times the capacity of a conventional unit, making the per-channel cost equal to roughly one-third. The Company anticipates revenue generation from the base station market primarily from four sources:

Base station transceiver hardware sales to companies such as Lucent, Nortel and MTI;

Licensing of base station software for physical and data link layer processing to infrastructure makers such as Siemens and Alcatel; and

Strategic partnerships for international deployment of base station systems with companies such as China Mobile, China Unicom and SK Telcom.

Non-recurring engineering (NRE) fees for the development of custom interfaces to our physical/data link layer software to government agencies in China, Germany, and the United States, and to their contractors, such as Lockheed Martin, General Dynamics, Raytheon, and Rockwell Collins.

The Company has not entered into definitive agreements with any of the companies referred to above as of the date of this report.

Military Uses

The U.S. military also has radio interoperability problems (as reported in the Marine Corps Gazette, January 2003, RF Design, May 1, 2003, Army Communicator, Summer 2003, and many other sources) in that one branch of the service often cannot communicate with another branch because of different radio systems. During joint country operations, it is not unusual for one country' s radio system to be incompatible with the radio systems of other countries. The Company' s True Software Radio technology can provide seamless communications across all bands, including satellite communications. The Company is pursuing direct military sales and strategic partnerships (none of which have been consummated as of the date of this report) with major defense contractors such as Lockheed-Martin, General Dynamics, TRW, BAE Systems, Northrop Grumman, Rockwell Collins, Boeing, and others.

Public Safety

Local, state and federal agencies, which respond to public safety situations, also have radios and other communication devices that cannot currently communicate with each other. This prevents agencies which are all trying to help deal with the same emergency, from talking to each other or sharing database information. Using the Company' s True Software Radio technology can provide a flexible and rapid solution so that a variety of emergency workers can communicate directly with each other – firemen can communicate with policemen and FEMA personnel can coordinate with the National Guardsmen – a vitally n important need in our post-9/11 world. Additionally, the Company' s True Software Radio technology can be used to enable radio or telephone handsets to be switched from cellular to satellite communications in the event of a blackout disabling cellular base station operations. This capability would have been welcomed during the power blackout that affected the northeastern part of North America in 2003. The Company is actively seeking strategic partnerships with contractors that are involved in providing interoperability wireless communication for State and Federal public safety and emergency agencies and for the Department of Homeland Security.

Accelerating Growth through Partnering and Acquisition

Since the highly competitive wireless communication technology marketplace is changing rapidly, the Company wishes to broaden and build depth in its planned product/service lines as quickly as possible. The Company also recognizes the need to achieve critical mass with a global presence in order to establish a leadership position in the market. To that end, the Company' s strategic initiatives include:

Preemptively developing partnerships and relationships with processor companies, and wireless communication service providers, emphasizing multiple protocol capabilities and supporting multi-vendor purchase strategies by service providers;

Preemptively developing strategic partnerships with one or more major digital signal processor suppliers;

Developing and maintaining an integrated development team with system, hardware, and software/firmware expertise;

Preemptively developing partnerships and relationships with RF semiconductor service providers and distributing high volume components on an OEM (remarked) basis through one or more of these firms;

Licensing older designs while continuing to develop new hardware and software; and

Developing leading edge software and firmware.

The Company also recognizes that consummating strategic acquisitions can help expand the Company' s geographic presence, and obtain specialized management and technical talent. To this end, the Company will consider acquiring companies that will help enable the Company to accelerate growth, accelerate technical development and commercialization of True Software Radio, add complementary product and service lines, diversify the Company into new markets, expand the Company' s geographic presence, acquire capable management, gain new technical capabilities, and/or gain a larger share of the existing market.

The Company will evaluate potential acquisitions based on the points identified in the previous paragraph taking into account the financial size, geographic influence, technical capabilities, management experience, current capital situation and needs of a potential acquisition target. Further, the Company will seek to identify synergies between a potential target and the Company' s own capabilities, strategies and resources. The Company will carefully consider the following factors prior to making any acquisition:

The culture of the potential target and its compatibility with TechnoConcepts' values and operating/management approach;

The target' s existing technology base – does it offer flexible technologies that will expand, not limit TechnoConcepts' opportunities;

The target' s customer base – how it can mesh with TechnoConcepts' client base; and

The target' s current financing arrangements.

On February 25, 2005, the Company entered into an Agreement and Plan of Acquisition with Asanté Technologies, Inc. Pursuant to the Agreement and Plan of Acquisition, the Company will acquire all of the assets and business of Asanté and substantially all of its liabilities in exchange for 1,111,111 shares of the Company' s Common Stock, valued, for purposes of this transaction, at $4.50 per share for an aggregate value of $5 million. In addition, the Agreement and Plan of Acquisition includes a two year earn-out provision whereby the Company will issue additional shares of the Company' s Common Stock worth $3,000,000 if certain revenue goals are achieved. The Board of Directors of both companies has approved the transaction. The acquisition, which is subject to completion of customary consents, customary closing terms and conditions as well as shareholder and lien holder approval, is expected to close by the end of April 2005. Asanté, based in San Jose, CA, is a leading provider of networking solutions for the small-medium business market.

The Company has no agreement or understanding to acquire any company other than Asanté Technologies, Inc. as of the date of this report.

Patents, Trademarks and Other Proprietary Rights

The Company owns Patent No. 5,563,598 issued in 1996. This patent includes nineteen claims underlying a differential comparator circuit for an analog-to-digital converter or other applications that include a plurality of differential comparators and a plurality of offset voltage generators. The Company intends to incorporate the differential comparator circuit technology in future True Software Radio multi-bit technology.

The Company was awarded Patent No. Patent No. 6,748,025 in June 2004. This patent allowed nineteen different claims for the conversion of radio frequency (RF) signals directly into high-speed digital data (R/D) streams, which are then sorted and demodulated with digital signal processing. The Company has also filed a continuation application with nineteen new claims. The continuation to the existing patent will broaden the scope of the Company' s current patent protection.

The Company recently filed a new patent application including twenty-three claims for protection of a multiple signal transmitter. While the Company' s current patent protects the receiver portion of the technology, the new filing seeks to protect the Company' s technology for converting digital data to RF, which will protect the transmission portion of the technology. The Company believes that this new filing, based upon a combination of innovative ideas and processes, has the potential to give the Company an extremely broad basis of protection for its direct conversion transceiver technology.

The Company has also begun the process of obtaining patent protection in China, Hong Kong, Taiwan, and Korea under the international Patent Cooperation Treaty (PCT).

The Company currently has additional applications in process and anticipates future patent filings, which will seek to establish a full family of patents, comprising the basis for the Company' s overall True Software Radio technology.

In addition to patent protection, the Company relies on the laws of trade secrets and of unfair competition to protect its proprietary rights. The Company attempts to protect its trade secrets and other proprietary information through confidentiality agreements with potential strategic partners, customers and suppliers. It also requires proprietary information and/or inventors' assignment and non-disclosure agreements from all its employees and consultants. The Company has implemented other security measures, as well. Although the Company intends to protect its rights vigorously, there can be no assurance that all these measures will be successful.

The Company believes that, because of the rapid pace of technological change in the wireless communications industry, patent and trade secret protections are extremely important – but they must also be supported by other dynamics such as expanding the knowledge, ability and experience of the Company' s personnel, new product introductions and continual product enhancements.

Research and Development and Product Testing

Research and Development Activities

Since its inception in April 2003, Company engineers have spent approximately 7,600 man hours on research and development activities relating to the Company' s technology and products.

In April 2004 the Company entered into a Memorandum of Understanding with Taiwan-based, Wistron NeWeb Corporation, a major manufacturer and designer of mobile wireless communications products. Under this agreement, the parties will collaborate in developing commercial product applications for the Company' s True Software Radio technology in mobile consumer products. Wistron NeWeb, an Acer company, delivers wireless communication systems to many of the world' s recognized leaders in wireless technology. TechnoConcepts' True Software Radio technology will be incorporated into Wistron NeWeb' s next generation wireless products to deliver advanced capabilities for commercial applications for the PCS/GPRS mobile handset marketplace**.**

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in satellite, communications, and CATV/MATV fields as well as a solution provider for system integration in 3C and IA applications. The agreement provides for the incorporation of the Company' s True Software Radio technology into Zinwell' s next generation wireless products, to deliver advanced capabilities for commercial applications for the CATV/MATV and Wireless Gateway applications.

In July 2004, the Company signed a Joint Technology Agreement with a major Taiwan-based base station developer to jointly design, develop and market next-generation products that can deliver advanced capabilities for the third-generation (3G) wireless infrastructure marketplace and that incorporate the Company' s True Software Radio technology.

In November 2004, the Company announced it had signed confidentiality agreements with three companies in the Peoples Republic of China interested in adopting its proprietary True Software Radio technology for advanced communications product applications. As a result of the Company' s efforts in China, the Company' s technology is currently under consideration by several Chinese organizations for use in both government and commercial applications. The applications under consideration involve base station equipment, set-top box and proprietary RF applications.

Product Testing

In conjunction with our ongoing technical and market research and development efforts, we have conducted extensive product testing. Our staff also calls upon companies in a variety of industries for the purpose of gathering empirical data for independent testing, research and development.

Competition

The wireless communications industry is characterized by extreme competition. The industry consists of major domestic and international companies, many of which have financial, technical, marketing, sales, manufacturing, distribution and other resources substantially greater than those currently of the Company.

The Company believes that the intensity of existing competition may actually work to the Company' s advantage in that the ability of the Company' s True Software Radio technology to transmit and receive multiple signals with a single chip or chipset may shatter the barriers within the wireless communications community, providing far reaching efficient and effective cost reductions and changes in the expansion and utilization of existing bandwidth. The Company believes that the unique features of True Software Radio systems in solving compatibility problems among communication systems with incompatible standards and operating frequencies, will give a decisive competitive advantage to those companies that adopt the technology. Because True Software Radio systems reconfigure themselves automatically to communicate with competing wireless standards (CDMA, GSM, TDMA, and countless others), adopters would benefit from improved system performance, less expensive service, and seamless interoperability and roaming. The Company also believes that True Software Radio has the potential to save billions of dollars when transitioning to new standards, dramatically reducing what it would conventionally cost for the worldwide transition from the GSM to WCDMA standard.

Software Defined Radio (SDR) is a potentially competing technology, where software running on standard hardware platforms performs signal processing and other radio functions. Advocates assert that SDR will provide reconfigurable system architectures for wireless networks. Similar to True Software Radio, SDR may provide a more efficient and comparatively less expensive solution than conventional radios for the problem of building multi-mode, multi-band, multifunctional wireless devices that can be adapted, updated, or enhanced by using software upgrades. However, SDR requires a "double conversion" scheme, which first converts the incoming signal to an intermediate frequency (IF) and then proceeds to extract the information from the IF signal. This "downconversion" architecture utilizes multiple analog interfaces and thus can be prone to severe crosstalk. Furthermore, since the waveform decoding is generally done in the analog domain, the receiver can only process one type of signal. In contrast, True Software Radio utilizes a single analog interface, at the antenna, eliminating the need for downconversion and the additional signal processing. The architecture requires few external analog

components and can be programmed to process any type of signal or multiple types of signals. The Company, therefore, believes that its True Software Radio technology will provide more efficient and less expensive products than can SDR.

The True Software Radio patent protected design provides digital direct down conversion frequency from RF to its baseband equivalent without using external analog components. It is this unique feature that differentiates TechnoConcepts' technology from its competitors' products. This capability provides very flexible operation as well as inexpensive production. Combined with the necessary software, it provides the ability to implement true reconfigurable software radio technology by providing both frequency and standard independence for any communication device or component which incorporates the Company' s True Software Radio technology. Due to the architecture of the Company' s True Software Radio design, the technology is capable of being fabricated in low-power CMOS (Complementary Metal-Oxide Semiconductor) process technology, another industry first.

There are several companies that have successfully developed front-end transceiver modules based upon integrating several analog circuits into a single integrated component. There are even those that have created integrated circuits that can work is multiple networks. The limitation of these solutions is that they are still restricted to predefined frequency bands and standards, and if either of those change a new component has to be designed and installed, thus increasing the product and maintenance cost. This is similar in concept to designing a radio receiver that selects two, three or four stations out of the complete frequency band to listen to. The Company' s solution allows the radio to be tuned to any frequency in the band. In addition, these components are manufactured in higher-power SiGe fabrication process which impacts battery life in hand-held applications.

TechnoConcepts plans to compete on the basis of product features, quality, reliability, price, and dedicated customer support. The Company believes its technology provides a significant competitive advantage with respect to each of these factors.

Employees

As of September 30, 2004, the Company had nine independent contractors, all of whom are now full-time employees. We intend to recruit and hire qualified additional personnel as needed to execute the Company' s strategy. None of our current employees are represented by labor unions or are subject to collective bargaining agreements. We believe that our relationship with our employees is excellent.

ITEM 2. DESCRIPTION OF PROPERTY

Our executive offices are located in 7,410 square feet of office space located at 6060 Sepulveda Blvd., Suite 202 Van Nuys, California. This space is held pursuant to a three year lease that commenced on March 1, 2005 and provides for monthly rental payments of $13,543. These facilities house our executive offices as well as certain product development operations. Management believes that our present offices are adequate to meet our current needs.

ITEM 3. LEGAL PROCEEDINGS

We are subject to legal proceedings from time to time in the ordinary course of our business. As of April 1, 2005, we were not aware of any pending or threatened legal proceedings that could, in management' s opinion, have a material adverse impact on operations, assets or financial condition.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITIES HOLDERS

Not applicable.

PART II

ITEM 5. MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Market Information

The Company' s common stock commenced trading in the over-the-counter market on December 23, 2003, and prices for the common stock were quoted on the OTC Electronic Bulletin Board ("OTCBB") under the symbol "TCPT." No trading took place during the fiscal year ended September 30, 2003.

Prior to the merger of Technology Consulting Partners, Inc. and TechnoConcepts, Inc. in February 2004, there was no established trading market in our common stock and trading therein was sporadic.

In February 2004, we changed our name to "TechnoConcepts, Inc." and the trading symbol of our common stock was changed to "TCPS."

The following table sets forth the high and low bid prices of the Common Stock in the over-the-counter market for the periods indicated. The bid prices represent prices between dealers, and do not include retail markups, markdowns or commissions, and may not represent actual transactions.

QUARTER ENDED	HIGH BID	LOW BID
December 31, 2003	$1.12	$1.01
March 31, 2004	$5.20	$1.17
June 30, 2004	$6.65	$3.60
September 30, 2004	$6.69	$4.41
December 31, 2004	$5.55	$3.25
March 31, 2005	$5.55	$3.50

Holders

As of April 1, 2005, there were approximately 700 holders of record of our common stock.

Dividends

We have not paid any cash dividends since inception and presently anticipate that all earnings, if any, will be retained for development of our business and that no dividends on our common stock will be declared in the foreseeable future. Any future dividends will be subject to the discretion of our Board of Directors and will depend upon, among other things, future earnings, operating and financial condition, capital requirements, general business conditions and other pertinent facts. Therefore, there can be no assurance that any dividends on our common stock will be paid in the future.

Recent Sales of Unregistered Securities

In November and December 2003, the Company entered into various unsecured convertible note agreements private investors for the receipt of an aggregate of $333,675 (the "Initial Notes"). These notes carried an interest rate of between 8% and 11% per annum, with all interest and principal due in April 2004. At the time of maturity, the notes were converted into 765,715 shares of the Company' s Common Stock.

In January and February 2004, the Company entered into various unsecured convertible note agreements private investors for the receipt of an aggregate of $905,000 (the "Subsequent Notes" and together with the Initial Notes, the "Notes"). In November 2004, the Company issued additional Subsequent Notes in an aggregate amount of $200,000. The Subsequent Notes carried an interest rate of 10% per annum payable quarterly in cash or stock, with all interest and principal due on January 31, 2005. The notes were convertible into shares of the Company' s Common Stock at anytime after June 30, 2004. All of the Subsequent Notes have been converted into 694,571 shares of Common Stock.

In January 2004, the Company issued 50,000 shares of its common stock to Berthel Fisher & Company Financial Services, Inc. pursuant to the terms of a Cooperation Letter between the parties in exchange for investment banking and advisory services to be provided by Berthel Fisher to the Company.

On February 17, 2004, the Company completed its acquisition of the TechnoConcepts, Inc., a Nevada corporation, by issuing 3,930,320 shares of its Common Stock and 8,000 shares of its Series A Preferred Stock to the stockholders of the original TechnoConcepts, Inc. (the "Exchange").

On November 17, 2004 (the "Closing Date") the Company entered into a securities purchase agreement (the "Purchase Agreement"), a registration rights agreement (the "Registration Rights Agreement"), and a security agreement (the "Security Agreement") with certain institutional investors (the "Buyers"). Pursuant to the Purchase Agreement, the Company agreed to sell, and the Buyers agreed to purchase, 7% Secured Convertible Debentures (the "Debentures") in the aggregate principal amount of $3,775,000 and warrants ("Warrants") exercisable for a total of 608,000 shares of the Company' s Common Stock, one half of which are exercisable at $3.50 per share and one half of which are exercisable at $4.00 per share. Net proceeds to the Company from this transaction were approximately $3,442,000, after the payment of commissions and expenses.

The Debentures are due and payable on November 17, 2006 and are convertible into shares of Common Stock at $2.50 per share, subject to certain customary anti-dilution adjustments. Interest on the Debentures is due quarterly on the last day of each calendar quarter and may, at the Company' s discretion, be paid in cash or shares of Common Stock assuming certain conditions are satisfied (including, that the shares of Common Stock issuable upon conversion of the Debentures have been registered for resale to the public with the Securities and Exchange Commission). In addition, the Company may require the conversion of the Debentures into shares of Common Stock if certain conditions are satisfied, including without limitation, that the average trading price of the Common Stock exceeds $7.00 per share for not less than 22 consecutive trading days. On the first day of each month commencing on December 1, 2005, the Company is required to redeem one-twelfth of the original principal amount of the Debentures. Pursuant to the terms of the Debentures, any interest amount unpaid will bear interest at the rate of 18% per annum until paid. The Debentures provide for various events of default that would entitle the holders of the Debentures to require the Company to immediately repay an amount equal to at least 130% of the outstanding principal amount of the Debentures, plus accrued and unpaid interest thereon, in cash. During the pendancy of any default, the interest rate under the Debentures will increase to 18% per annum or such lower maximum amount of interest permitted to be charged under applicable law. Because the Company' s obligations under the Debentures are secured pursuant to the terms of a separate Security Agreement with the holders of the Debentures (the "Secured Parties"), the occurrence of an event of default permits the Secured Parties the right to take possession of

all of the assets of the Company, to operate the business of the Company and to exercise certain other rights provided in the Security Agreement.

Pursuant to the Registration Rights Agreement, the Company agreed to file a registration statement covering the resale of the shares of Common Stock issuable upon conversion of the Debentures and upon exercise of the Warrants by no later than January 20, 2005. As of the date hereof, the Company has not yet filed the required registration statement. As a result, the Registration Rights Agreement provides that the Company is obligated to pay a penalty equal to 1% of the aggregate purchase price paid by each purchaser for the Debentures on January 20, 2005 and an additional 1% on the 20th of each month thereafter until the registration statement has been filed. Any unpaid amount will bear interest at a rate of 18% per annum. The Company also agreed to use its best efforts to cause such registration statement to be declared effective by the SEC as promptly as possible, but not later than 135 days following the Closing Date. Certain damages will be incurred by the Company for failing to file and/or have the registration statement declared effective, in a timely manner. Failure to have the registration statement declared effective by the 240th day following the Closing Date is an event of default under the Debentures. The Registration Rights Agreement also provides indemnification and contribution remedies to the Buyers in connection with the resale of shares pursuant to such registration statement.

The Buyers are set forth in the Schedule of Buyers to the Purchase Agreement.

In addition, the Company entered into a securities purchase agreement also dated as of November 17, 2004, with an institutional investor, pursuant to which the Company agreed to sell, and the institutional investor agreed to purchase, 800 shares of Series B Preferred Stock of the Company and Warrants exercisable for a total of 320,000 shares of the Company' s common stock for consideration valued at $2,000,000. The Warrants when issued will be identical to the Warrants issued to the Buyers.

The preferences, limitations and relative rights with respect to Series A Preferred Stock and Series B Preferred Stock are summarized below. The preferences, limitations and relative rights of the Series A Preferred Stock and Series B Preferred Stock are contained in their entirety in the Company' s Restated Certificate of Incorporation which is an exhibit to this registration statement.

Series A Preferred Stock

Designation and Amount; Rank. 16,000 shares have been designated as "Series A Preferred Stock". The shares of Series A Preferred Stock are divided into Series A1 and Series A2. Shares of Series A Preferred Stock have no par value per share and rank senior to common stock and shares of Series B Preferred Stock.

Dividends. Shares of Series A1 Preferred Stock do not bear dividends. Shares of Series A2 Preferred Stock bear dividends, payable quarterly at the rate of five per cent per annum or $50.00 per share. Such dividends are payable in cash or common stock, as the Board of Directors shall determine.

Conversion. Each share of Series A Preferred Stock is convertible, at the option of the holder thereof, at any time after January 31, 2006, into a number of shares of Common Stock determined by dividing the aggregate par value of the shares to be converted by the Conversion Price, which shall be an amount equal to the lesser of (i) 100% of the average of the closing bid prices for our common stock occurring during the five trading days immediately prior to the date of conversion, and (ii) $.50 per conversion share. The number of shares of our common stock to be issued upon conversion is subject to anti-dilution protection in the event of certain dilutive issuances by the Company. Notwithstanding the foregoing, shares of Series A1 Preferred Stock can only be converted upon the satisfaction of a number of conditions precedent, including that we have gross revenues in any fiscal year of at least $75,000,000 as disclosed in a periodic filing with the Securities and Exchange Commission pursuant to the Securities

Exchange Act of 1934. The shares of Series A Preferred Stock are also subject to mandatory conversion upon the occurrence of certain events.

Liquidation Rights. In the event of any liquidation, dissolution or winding up of the Company, either voluntary or involuntary, the holders of the Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Company to the holders of common stock and Series B Preferred Stock by reason of their ownership thereof, an amount per share equal to the sum of $1,000 for each outstanding share of Series A Preferred Stock plus accrued and unpaid dividends (as adjusted for stock dividends, stock distributions, splits, combinations or recapitalizations).

Voting Rights. The holders of the Series A Preferred Stock have the right to vote on an as-converted basis with the common stock on all matters submitted to a vote of stockholders.

Mandatory Redemption. The shares of Series A Preferred Stock are redeemable, at the option of the holders, for the greater of (x) 125% of the par value of such shares, plus all accrued and unpaid dividends and (y) an amount determined by dividing (A) the sum of the par value of such shares, plus all accrued and unpaid dividends by (B) the conversion price in effect on the date upon which a mandatory redemption is triggered and multiplying the resulting amount by the average closing bid price for shares of our common stock for the five trading days immediately preceding the mandatory redemption date, if we (i) fail to issue shares of common stock to a holder upon conversion of any preferred shares, and such failure continues for ten (10) business days; (ii) breach, in a material respect, any material term or condition of our Restated Certificate of Incorporation or any other agreement, document, certificate or other instrument delivered in connection with the transactions contemplated thereby and such breach continues for a period of five (5) business days after written notice thereof to us; or (iii) any material representation or warranty made by us in any agreement, document, certificate or other instrument delivered to the holder of Series A Preferred Stock prior to the date of issuance is inaccurate or misleading in any material respect as of the date such representation or warranty was made due to voluntary action undertaken by us or a failure by us to take action.

Series B Preferred Stock

Designation and Amount; Rank. 800 shares have been designated as “Series B Preferred Stock”. Shares of Series B Preferred Stock have no par value per share and rank senior to shares of common stock but junior to shares of Series A Preferred Stock.

Dividends. Shares of Series B Preferred Stock bear dividends, payable quarterly at the rate of ten per cent per annum or $250.00 per share. Such dividends are payable in cash or common stock, as the Board of Directors shall determine.

Conversion. Each share of Series B Preferred Stock is convertible, at the option of the holder thereof, at any time into 1,000 shares of our common stock, subject to certain anti-dilution adjustments. The shares of Series B Preferred Stock are automatically converted into shares of our common stock on the third anniversary of the issuance date unless the shares of our common stock are not quoted on the Nasdaq National or Small Cap markets.

Liquidation Rights. In the event of any liquidation, dissolution or winding up of the Company, either voluntary or involuntary, the holders of the Series B Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Company to the holders of common stock by reason of their ownership thereof, but after payment in full of any liquidation preference amounts payable to the holders of Series A Preferred Stock, an amount per share equal to the sum of $2,500 for each outstanding share of Series B Preferred Stock plus accrued and unpaid dividends (as adjusted for stock dividends, stock distributions, splits, combinations or recapitalizations).

Voting Rights. The holders of the Series B Preferred Stock have the right to vote on an as-converted basis, with the Common Stock on all matters submitted to a vote of stockholders.

Mandatory Redemption. The shares of Series B Preferred Stock are redeemable, at the option of the holders, for 125% of the par value, plus all accrued and unpaid dividends, if we (i) fail to issue shares of Common Stock to a holder upon conversion of any preferred shares, and such failure continues for ten (10) business days; (ii) breach, in a material respect, any material term or condition of our Restated Certificate of Incorporation or any other agreement, document, certificate or other instrument delivered in connection with the transactions contemplated by the preferred stock securities purchase agreement pursuant to which the shares of Series B Preferred Stock were originally issued and such breach continues for a period of five (5) business days after written notice thereof to us; or (iii) any material representation or warranty made by us in any agreement, document, certificate or other instrument delivered to the institutional investor purchasing the Series B Preferred Stock prior to the date of issuance is inaccurate or misleading in any material respect as of the date such representation or warranty was made due to voluntary action undertaken by us or a failure by us to take action.

The Notes, Debentures, Warrants, Series A Preferred Shares, Series B Preferred Shares and the shares issued pursuant to the Exchange (collectively, the "Securities") were issued in private placement transactions which were not registered under the Securities Act of 1933, as amended (the "Act), and these Securities may not be offered or sold in the United States absent registration under the Act or an applicable exemption from the registration requirements of the Act.

The gross proceeds from the offering of the Securities were approximately $7,013,675 in cash and other consideration. In connection with the Company' s sale of the Debentures, Warrants and the Series B Preferred Shares, the Company paid commissions to Duncan Capital, LLC, as placement agent, in the approximate amount of $332,550 and also issued warrants exercisable for 120,800 shares at $2.50 per share. 24,160 shares at $3.50 per share and 24,160 shares at $4.00 per share to Duncan Capital.

In issuing the Securities, the Company relied upon the exemption from registration afforded by Section 4(2) of the Act, in that: (a) the Securities (other than those issued pursuant to the Exchange) were sold to a limited number of sophisticated accredited investors, (b) the Securities were sold without any general solicitation or public advertising, (c) the Buyers provided the Company with representations customary for a private placement of securities, and (d) the Securities to be delivered to the Buyers will bear restrictive legends.

ITEM 6. MANAGEMENT' S DISCUSSION AND ANALYSIS OR PLAN OF OPERATION

The following discussion and analysis should be read in conjunction with the financial statements and notes thereto included elsewhere in this Form 10-KSB. Except for the historical information contained herein, the discussion in this Form 10-KSB contains certain forward looking statements that involve risks and uncertainties, such as statements of our plans, objectives, expectations and intentions. The cautionary statements made in this Form 10-KSB should be read as being applicable to all related forward statements wherever they appear in this Form 10-KSB. Our actual results could differ materially from those discussed here.

History and Development of the Company

The Company is in the business of designing, developing, and marketing wireless communications solutions. We have not earned any revenues to date. In addition to developing various hardware products designed to facilitate wireless communication, the Company has developed a patented technology designed to dramatically improve the way wireless signals are transmitted, received and processed. The Company' s True Software Radio technology enables direct device-to-device communication, even among otherwise incompatible wireless standards and formats (CDMA, TDMA,

GSM), by incorporating a cost-effective transmitter/receiver/processor system on a computer chipset. True Software Radio enables the replacement of conventional analog circuitry with a combination of proprietary delta-sigma converters and software based digital signal processing which allows wireless signals like those from cell phones, radios or television to be processed and translated at the point of origin. The Company believes that this technology will be incorporated into next-generation multi-mode radios that can handle multiple frequency bands, process multiple transmission protocols, and be easily and cost-effectively reconfigured and upgraded.

The Company plans to design, develop and, using foundry partners, manufacture Application Specific Integrated Circuits (ASICs), chipsets and other electronic components based on its proprietary technology and to license these products to major telecommunications equipment suppliers for integration into their wireless communications products. As a development stage company, TechnoConcepts has not yet commercialized its proprietary technology, but the Company believes it is making good progress in doing so. The Company is in the process of developing relationships with a number of major wireless communications companies, in order to incorporate its proprietary technology across a broad spectrum of consumer, industrial, and military applications.

Technology Consulting Partners, Inc. (“TCP”) was incorporated in September 2001, as a Colorado corporation with the intention of providing high technology consulting services to its clients. In June 2002, TCP received its first consulting job which involved placing two consultants with Siemens Business Technologies, however, through September 30, 2003, most of TCP’ s efforts were devoted to organizing the corporation and raising approximately $120,000 in a private offering. TCP filed a registration statement on Form SB-2 which was declared effective by the Securities and Exchange Commission on January 9, 2003.

TechnoConcepts Inc. (“TCI”) was incorporated in April 22, 2003, as a Nevada Corporation with the intention of designing, developing, and marketing wireless communications solutions. On May 26, 2003, the Company purchased the intellectual property assets (the “Asset Purchase Transaction”) comprising the True Software Radio technology (the “Technology”) from TechnoConcepts, Inc., a California corporation (“TCI California”) in exchange for 8,000 shares of TCI Series A Convertible Preferred Stock and 3,933,320 shares of TCI Common Stock. TCI California, which was privately funded, developed the Technology while completing a series of research projects in the mid-1990s, including a Department of Energy Small Business Innovative Research (SBIR) project. Included in the transferred Technology was TCI California’ s initial patent application for its Direct Conversion Delta-Sigma Receiver which TCI California filed on February 2, 1999. The original technical team that developed the Technology continues to work for the Company.

On December 15, 2003, TCP entered into an Agreement and Plan of Merger with TCI, whereby TCP acquired all of the issued and outstanding shares of capital stock of TCI in exchange for shares of TCP representing a controlling interest in TCP (the “Exchange”). The Exchange was completed on February 17, 2004. Unless the context indicates otherwise the terms the “Company,” “TechnoConcepts” and “we” refer to TCI prior to the Exchange and the combined companies thereafter.

On April 15, 2004, the Company amended its Articles of Incorporation to change its name from Technology Consulting Partners, Inc. to TechnoConcepts, Inc.

Plan of Operations

We have not earned any revenues to date. The Company’ s strategy is to become a leading provider of wireless communication technology by offering True Software Radio ASICs and chipsets to major telecommunications equipment and component suppliers for integration into their wireless communications products.

To date the Company has entered into three preliminary agreements with potential strategic partners for the joint development of True Software Radio handset components. None of the preliminary agreements assure that the Company will realize any revenue from the sale or license of its products or technology.

The Company intends to seek to establish strategic relationships with both component manufacturers and "total solution" providers. The Company believes that incorporation of its True Software Radio technology will enable its industry partners to provide less expensive service along with seamless roaming and global interoperability, thereby enabling new and enhanced services and applications such as mobile e-commerce, position location, mobile multimedia web browsing, including music and video downloads, public safety and homeland security. Elements of the Company' s strategy include:

Selling to the Portable Device Market

The Company anticipates opportunities in the portable device market (defined here as the aggregation of handsets, PDAs, and other niche wireless access devices), which include:

Sales of True Software Radio "engines" (essentially very small wireless "motherboards") to portable device manufacturers;

Non-recurring engineering fees for integration services to large manufacturers that want to adopt True Software Radio technology into their products and license fees based upon units sold under their own brand names (embedded products); and

OEM licensing agreements for physical/data link layer software to handset manufacturers.

The Company has not entered into definitive agreements of the type referred to above as of the date of this report.

Selling to the Base Station Market

The Company believes that True Software Radio technology will contribute to the obsolescence of conventional wireless technology. The True Software Radio transceiver is capable of providing at least three times the capacity of a conventional unit, making the per-channel cost equal to roughly one-third. The Company anticipates revenue generation from the base station market primarily from four sources:

Base station transceiver hardware sales;

Licensing of base station software for physical and data link layer processing to infrastructure makers;

Strategic partnerships for international deployment of base station systems;

Non-recurring engineering (NRE) fees for the development of custom interfaces to the Company' s physical/data link layer software to government agencies and to their contractors.

The Company has not entered into definitive agreements of the type referred to above as of the date of this report.

Military Uses

The Company' s True Software Radio technology can provide seamless communications between various service branches and between allied forces in joint operations across all bands, including satellite communications. The Company is pursuing direct military sales and strategic partnerships (none of which have been consummated as of the date of this report) with major defense contractors such as Lockheed-Martin, General Dynamics, TRW, BAE Systems, Northrop Grumman, Rockwell Collins, Boeing, and others.

Public Safety

The Company' s True Software Radio technology can provide seamless communications between various local public safety agencies that otherwise may not be able to "talk" to one another during an

emergency. The Company is actively seeking strategic partnerships with contractors that are involved in providing interoperability wireless communication for State and Federal public safety and emergency agencies and for the Department of Homeland Security.

Accelerating Growth through Partnering and Acquisition

Because the highly competitive wireless communication technology marketplace is changing rapidly, the Company wishes to broaden and build depth in its planned product/service lines as quickly as possible. The Company also recognizes the need to achieve critical mass with a global presence in order to establish a leadership position in the market. To that end, the Company' s strategic initiatives include:

Preemptively developing partnerships and relationships with processor companies, and wireless communication service providers, emphasizing multiple protocol capabilities and supporting multi-vendor purchase strategies by service providers;

Preemptively developing strategic partnerships with one or more major digital signal processor suppliers;

Developing and maintaining an integrated development team with system, hardware, and software/firmware expertise;

Preemptively developing partnerships and relationships with RF semiconductor service providers and distributing high volume components on an OEM (remarked) basis through one or more of these firms;

Licensing older designs while continuing to develop new hardware and software; and

Developing leading edge software and firmware.

The Company also recognizes that consummating strategic acquisitions can help expand the Company' s geographic presence, and obtain specialized management and technical talent. To this end, the Company will consider acquiring companies that will help enable the Company to accelerate growth, accelerate technical development and commercialization of True Software Radio, add complementary product and service lines, diversify the Company into new markets, expand the Company' s geographic presence, acquire capable management, gain new technical capabilities, and/or gain a larger share of the existing market.

On February 25, 2005, the Company entered into an Agreement and Plan of Acquisition with Asanté Technologies, Inc. Pursuant to the Agreement and Plan of Acquisition, the Company will acquire all of the assets and business of Asanté and substantially all of its liabilities in exchange for 1,111,111 shares of the Company' s Common Stock, valued, for purposes of this transaction, at $4.50 per share for an aggregate value of $5 million. In addition, the Agreement and Plan of Acquisition includes a two year earn-out provision whereby the Company will issue additional shares of the Company' s Common Stock worth $3,000,000 if certain revenue goals are achieved. The Board of Directors of both companies has approved the transaction. The acquisition, which is subject to completion of customary consents, customary closing terms and conditions as well as shareholder and lien holder approval, is expected to close by the end of April 2005. Asanté, based in San Jose, CA, is a leading provider of networking solutions for the small-medium business market.

The Company has no agreement or understanding to acquire any company other than Asanté Technologies, Inc. as of the date of this report.

To date, the company has expended substantial amounts to upgrade its products through research and development and has received patents and is in the process of applying for additional patents for its products. The company expects these expenditures for research and development to continue for the indefinite future as the company improves and adapts its products.

As of April 1, 2005, the Company had twelve full time employees and anticipates having to increase its staff substantially in the future in order to execute the Company' s strategy.

Liquidity and Capital Resources

Since November 2003, we have financed our operations primarily through private sales of securities. In November and December 2003, the Company entered into various unsecured convertible note agreements with private investors for the receipt of an aggregate of $333,675. These notes carried an interest rate of between 8% and 11% per annum, with all interest and principal due in April 2004. All of the outstanding principal amount of these notes has been converted into 767,709 shares of the Company' s Common Stock.

In January and February 2004, the Company entered into various unsecured convertible note agreements with private investors for the receipt of an aggregate of $905,000. These notes carried an interest rate of 10% per annum payable quarterly in cash or stock, with all interest and principal due on January 31, 2005. In November 2004, the Company entered into a convertible note agreement with a private investor for the receipt of $200,000. This note, along with those issued in January and February 2004 were converted into an aggregate of 694,571 shares of Common Stock.

On November 17, 2004 the Company entered into a securities purchase agreement (the "Purchase Agreement"), a registration rights agreement (the "Registration Rights Agreement"), and a security agreement (the "Security Agreement") with certain institutional investors (the "Buyers"). Pursuant to the Purchase Agreement, the Company agreed to sell, and the Buyers agreed to purchase, 7% Secured Convertible Debentures (the "Debentures") in the aggregate principal amount of $3,775,000 and warrants ("Warrants") exercisable for a total of 608,000 shares of the Company' s Common Stock, one half of which are exercisable at $3.50 per share and one half of which are exercisable at $4.00 per share. Net proceeds to the Company from this transaction were approximately $3,442,000, after the payment of commissions and expenses.

The 7% secured convertible debentures are due and payable on November 17, 2006 and are convertible into shares of Common Stock at $2.50 per share, subject to certain customary anti-dilution adjustments. Interest on the 7% secured convertible debentures is due quarterly on the last day of each calendar quarter and may, at our discretion, be paid in cash or shares of our common stock assuming certain conditions are satisfied (including, that the shares of common stock issuable upon conversion of the 7% secured convertible debentures have been registered for resale to the public with the Securities and Exchange Commission. In addition, the Company may require the conversion of the 7% secured convertible debentures into shares of Common Stock if certain conditions are satisfied, including without limitation, that the average trading price of the Company' s Common Stock exceeds $7.00 per share for not less than 22 consecutive trading days. On the first day of each month commencing on December 1, 2005, the Company is required to redeem one-twelfth of the original principal amount of the 7% secured convertible debentures.

The Company will be considered in default of our recently issued 7% secured convertible debentures if any of the following events, among others, occurs:

we fail to pay any principal amount under a debenture when due;

we fail to pay any interest amount under a debenture within three trading days of any notice sent to us by the holder of the debenture that we are in default of our obligation to pay the interest amount;

we fail to comply with any of the other agreements contained in the debenture which failure is not cured, if possible to cure, within the earlier to occur of five trading days of any notice sent to us by the holder of the debenture that we are in default of our obligations and ten trading days after we become aware of or should have become aware of such failure;

we breach any of our obligations under the related securities purchase agreement or the related registration rights agreement;

any material representation or warranty made in a debenture or the related securities purchase agreement or the related registration rights agreement shall be untrue or incorrect in any material respect as of the date made;

we or any of our subsidiaries become bankrupt or insolvent;

we breach any of our obligations under any other debt or credit agreements involving an amount exceeding $150,000 and such default results in such indebtedness becoming or being declared due and payable prior to the date on which it would otherwise become due and payable;

our common stock ceases to be eligible for quotation on the principal market for our common stock (currently the OTC Bulletin Board), and fails to be quoted or listed for trading on the OTC Bulletin Board or another principal market (defined to mean the OTC Bulletin Board, the New York Stock Exchange, American Stock Exchange, the NASDAQ Small-Cap Market or the NASDAQ National Market) within five trading days;

we agree to sell or dispose of more than 33% of our assets in one or more transactions, or we agree to redeem or repurchase more than an insignificant number of shares of our outstanding common stock or any other equity securities of our company; or

the registration statement registering the shares of common stock issuable upon conversion of the debentures and upon exercise of the warrants issued in connection with the debentures is not declared effective the Securities and Exchange Commission prior to July 15, 2005;

the effectiveness of the resale registration statement registering the shares of common stock issuable upon conversion of the debentures and upon exercise of the warrants issued in connection with the debentures is suspended for more than 30 consecutive trading days or 60 non-consecutive trading days during any 12 moth period subject to certain exceptions;

we fail to issue shares of our common stock to the holder within ten trading days of the conversion date specified in any conversion notice delivered in respect of a debenture by the holder.

If an event of default occurs, the holder of a debenture can elect to require the Company to pay a mandatory prepayment amount equal to at least 130% of the outstanding principal amount, plus all other accrued and unpaid amounts under the debenture. Because the Company' s obligations under the debentures are secured pursuant to the terms of a separate security agreement with the holders of the debentures, the occurrence of an event of default permits the debenture holders to take possession of all of the Company' s assets, to operate the Company' s business and to exercise certain other rights provided in the security agreement.

Some of the events of default include matters over which the Company may have some, little or no control. If a default occurs and the Company cannot pay the amounts payable under the debentures in cash (including any interest on such amounts and any applicable late fees under the debentures), the holders of the debentures may protect and enforce their rights or remedies either by suit in equity or by action at law, or both, whether for the specific performance of any covenant, agreement or other provision contained in the debentures, in the related securities purchase agreement or in any document or instrument delivered in connection with or pursuant to the debentures, or to enforce the payment of the outstanding debentures or any other legal or equitable right or remedy. In addition, any repayment that the Company is required to make may leave the Company with little or no working capital in our business. This would have an adverse effect on the Company' s continuing operations.

The Company entered into a securities purchase agreement also dated as of November 17, 2004, with an institutional investor, pursuant to which the Company agreed to sell, and the institutional investor agreed to purchase, 800 shares of Series B Preferred Stock of the Company and Warrants exercisable for a total of 320,000 shares of the Company' s Common Stock in exchange for freely tradeable securities with a market value of approximately $2,000,000. The Warrants are identical to the Warrants issued to the Buyers.

In December 2004, the Company entered into a lease agreement with a third party. The lease is for a three-year period commencing March 1, 2005. The lease obligates the Company to make monthly lease payments of $13,543 and provides for annual rent increases and other expense obligations of the Company. Prior to March 1, 2005, the Company was occupying office space on a month-to-month bases for $1,204 per month.

The Company anticipates incurring capital expenditures of approximately $750,000 during its current fiscal year.

As of September 30, 2004, the Company had a working capital deficiency of $1,282,689, cumulative losses from operations of $2,039,663 and a negative cash flow from operations of $1,141,988. We expect our cash requirements will increase significantly throughout our current fiscal year, as we continue our research and development efforts, hire and expand our staff, expand our leased facilities, and attempt to execute on our business strategy through working capital growth and capital expenditures. The amount and timing of cash requirements will depend on market acceptance of our products and the resources we devote to researching and developing, marking, selling and supporting our products. We believe that our current cash and cash equivalents on hand, should be sufficient to fund our operations for at least the next 12 months. Thereafter, if current sources are not sufficient to meet our needs, we may seek additional equity or debt financing. In addition, any material acquisition of complementary businesses, products or technologies or material joint venture could require us to obtain additional equity or debt financing. There can be no assurance that such additional financing would be available on acceptable terms, if at all. If we raise additional funds through the issuance of equity securities the percentage ownership of our stockholders would be reduced. If we are unable to raise sufficient funds on acceptable terms we may not succeed in executing our strategy and achieving our business objective. In particular, we could be forced to limit our product development and marketing activities, forego attractive business opportunities and we may lose the ability to respond to competitive pressures.

Risk Factors That May Affect Future Results

Investing in the Company' s common stock involves a high degree of risk. Investors should carefully consider the risks and uncertainties described below and the other information contained in this document before making an investment decision. These risks and uncertainties are not the only ones facing the Company or which may adversely affect our business. If any of the following risks or uncertainties actually occurs, our business, financial condition or results of operations could be materially adversely affected. In this event, the value of our common stock could decline, and investors could lose all or part of their investment. This report also contains forward-looking statements that involve risks, uncertainties, and other speculative factors. These statements are not guarantees of future performance and are subject to certain risks, uncertainties and other factors, some of which are beyond our control, are difficult to predict and could cause actual results to differ materially from those expressed or forecasted in the forward-looking statements. These risks and uncertainties include those described below and elsewhere in this Annual Report. You should not place undue reliance on these forward-looking statements, which reflect our view only as of the date of this Annual Report. The Company cannot and does not make any warranty or guarantee regarding the Company' s business, financial, and operating results. Our actual results may differ from those described in the forward-looking statements in this document. This could occur because of the risks, uncertainties, and speculative factors described below and elsewhere in this report. We may not update or publicly release the results of these forward-looking statements to reflect events or circumstances after the date hereof.

Risks Related to Our Financial Results

WE HAVE NOT YET RECEIVED ANY REVENUE FROM THE SALE OF OUR PRODUCTS, AND AS A RESULT, YOU MAY HAVE DIFFICULTY EVALUATING OUR BUSINESS AND ASSESSING ITS FUTURE VIABILITY.

Our limited historical performance may make it difficult for you to evaluate the success of our business to date and to assess its future viability. An investor in our common stock must consider the risks and difficulties we may encounter as an early stage development company in the ever-changing market for wireless communications. We may not achieve our objectives or be able to successfully implement our strategy. As noted in the attached financial statements of the Company, the Company' s auditor has noted that there is substantial doubt regarding the Company' s ability to continue as a going concern. In addition, our early stage of development means that we have less insight into how market and technology trends may affect our business. The revenue and income potential of our business is unproven and the market we are addressing is rapidly evolving. You should consider our business and prospects in light of the risks, expenses and challenges that we will face as an early-stage company seeking to develop and manufacture new products in a growing and rapidly evolving market.

WE EXPECT TO CONTINUE TO INCUR LOSSES AND EXPERIENCE NEGATIVE CASH FLOW.

We expect to have significant operating losses and to record significant net cash outflow in the near term. Our business has not generated sufficient cash flow to fund the commercialization of our proprietary technology and our planned operations without resorting to external sources of capital. We anticipate that finishing product commercialization and establishing market share for our True Software Radio technology will require substantial capital and other expenditures. Since our inception, we have incurred net losses in each year of our operations. As a result of ongoing operating losses, we had an accumulated deficit of $3.9 million as of March 31, 2005. We expect to incur substantial losses for the foreseeable future, and may never recognize revenue or become profitable. Even if we do achieve profitability, we may be unable to sustain or increase our profitability in the future, which could materially decrease the market value of our Common Stock. We expect to continue to incur significant capital expenditures and anticipate that our expenses will increase substantially in the foreseeable future as we seek to: continue to research and develop our products, attempt to implement our business strategy, implement internal systems and infrastructure in conjunction with our growth and hire additional personnel. We do not know whether we will ever recognize revenues and if we do whether revenues will grow rapidly enough to absorb these expenses, and our limited operating history makes it difficult to assess the extent of these expenses or their impact on our operating results.

WE WILL NEED ADDITIONAL CAPITAL TO FUND OUR OPERATIONS AND FINANCE OUR GROWTH, AND WE MAY NOT BE ABLE TO OBTAIN IT ON TERMS ACCEPTABLE TO US OR AT ALL.

While we believe that our existing assets, anticipated debt and equity financing, and expected revenue growth may be sufficient to fund our operations through the end of our current fiscal year, it is quite likely that we will need additional capital to fund our operations and finance our growth. If we expand more rapidly than currently anticipated, if our working capital needs exceed our current expectations, or if we make acquisitions, we will need to raise additional capital from equity and/or debt sources. If we cannot obtain financing on terms acceptable to us or at all, we may be forced to curtail our planned business expansion and may be unable to fund our ongoing operations.

Risks Related to Our Technology, Industry, Products and Operations

OUR SUCCESS DEPENDS ON THE ACCEPTANCE AND USE OF OUR TRUE SOFTWARE RADIO TECHNOLOGY.

Our success will, to a large extent, depend on the acceptance of our True Software Radio technology in a market that is only beginning to define itself. Our strategy is currently to consummate relationships with strategic partners that can facilitate our entry into a variety of markets in North America and Asia. Eventual success is also based on the ability to deliver reliable products and services to interested wireless products/service providers on time and within required performance parameters. There can be no assurances that any market for the Company' s products and services will ever develop.

ADOPTION OF A UNIVERSAL WIRELESS TELECOMMUNICATIONS TRANSMISSION PROTOCOL MAY SIGNIFICANTLY DIMINISH THE NEED FOR OUR PRODUCTS/TECHNOLOGY.

If a universal mobile telecommunications protocol, such as UMTS or W-CDMA is adopted internationally for cellular communications, the industry may no longer need the ability of True Software Radio to resolve the current disparity among competing wireless protocols. While True Software Radio would continue to provide frequency agility and a more efficient utilization of bandwidth, the demand for our technology may be significantly diminished, impacting anticipated sales and revenues.

ONE OR MORE COMPETITORS MAY DEVELOP PRODUCTS AND/OR GAIN MARKET ACCEPTANCE BEFORE WE DO.

The global wireless telecommunications market is intensely competitive and is subject to rapid technological change, evolving industry standards, and regulatory developments. Our potential competitors include many large domestic and international companies that have substantially greater financial, manufacturing, technological, marketing, distribution and other resources, installed customer bases, and long-standing relationships with customers. If we fail to execute our strategy in a timely or effective manner, our competitors may be able to seize the marketing opportunities we have identified. Our business strategy is complex and requires that we successfully and simultaneously complete many tasks, including, but not limited to: the successful completion of our technology commercialization effort, continuing to establish strategic alliances with wireless telecommunications providers, the introduction of our new True Software Radio technology and products to the market, establishment of quality fabricators to support sales of the products, delivery of our products and services on-time and within required specifications, and continued maintenance, upgrade and improvement of our technology. There can be no assurance that we will be able to successfully execute all elements of our strategy.

THE WIRELESS TELECOMMUNICATIONS INFRASTRUCTURE MARKET MAY GROW MORE SLOWLY THAN WE EXPECT OR MAY EXPERIENCE A DOWNTURN.

Growth in demand for and acceptance of our new products is highly uncertain. We believe that many of our potential customers may not be fully aware of the benefits of True Software Radio or may choose to acquire other products or services. It is possible that our True Software Radio products and services may never achieve market acceptance. If the market for our products does not develop or grows more slowly than we currently anticipate, our business, financial condition, and operating results would be materially adversely affected.

WE MAY BE UNABLE TO CONTINUE PROTECT OUR INTELLECTUAL PROPERTY ADEQUATELY, WHICH COULD CAUSE US TO LOSE OUR COMPETITIVE ADVANTAGE IN WIRELESS COMMUNICATIONS MARKET.

Our ability to compete effectively against competing technologies will depend, in part, on our ability to protect our current and future proprietary technology, product designs and manufacturing processes through a combination of patent, copyright, trademark, trade secret and unfair competition laws. We may not be able to adequately protect our intellectual property and may need to defend our intellectual property against infringement claims, either of which could result in the loss of our competitive advantage and materially harm our business and profitability.

Third parties may claim that we are infringing their intellectual property rights. Any claims made against us regarding patents or other intellectual property rights could be expensive and time consuming to resolve or defend, would divert our management and key personnel from our business operations and may require us to modify or cease marketing our products or services, develop new technologies or products/services, acquire licenses to proprietary rights that are the subject of the infringement claim or refund to our customers all or a portion of the amounts they paid for infringing products. If such claims are asserted, we cannot assure you that we would prevail or be able to acquire any necessary licenses on acceptable terms, if at all. In addition, we may be requested to defend and indemnify certain of our customers and resellers against claims that our products infringe the proprietary rights of others. We may also be subject to potentially significant damages or injunctions against the sale of certain products/services or use of certain technologies.

Although we believe that our intellectual property rights are sufficient to allow us to develop our technology and to sell our planned products/services without violating the valid proprietary rights of others, we cannot assure you that our technologies or products/services do not infringe on the proprietary rights of third parties or that third parties will not initiate infringement actions against us.

Risks Related to the Expansion of our Business

WE PLAN TO EXPAND RAPIDLY, AND MANAGING OUR GROWTH MAY BE DIFFICULT.

We expect our business to continue to grow rapidly both geographically and in terms of the number of products and services we offer. We cannot be sure that we will successfully manage our growth. If sufficient working capital cannot is not available, or if we are not successful in raising additional capital to execute the Company' s business strategy and grow the depth and breadth of the Company' s wireless products and services, the Company may be forced to discontinue operations.

FUTURE EXPANSION OF OUR OPERATIONS INTERNATIONALLY WILL REQUIRE SIGNIFICANT MANAGEMENT ATTENTION AND FINANCIAL RESOURCES, AND OUR EFFORTS TO EXPAND INTERNATIONALLY MAY NOT SUCCEED.

We plan to attempt to sell our products in China and in other countries across the globe, but we have limited direct experience marketing and distributing our products internationally. To successfully expand our business internationally, we must expand our international operations, recruit international sales and support personnel and develop international distribution channels. This expansion will require significant management attention and financial resources and may not be successful. Our success in growing our business internationally may also depend on our ability to comply with foreign government rules and regulations and U.S. export and import laws with which we have limited familiarity and experience.

THE FAILURE TO ATTRACT AND RETAIN KEY PERSONNEL COULD ADVERSELY AFFECT OUR BUSINESS.

Our ability to implement our business strategy and our future success depends largely on the continued services of our current employees including Antonio E. Turgeon, our Chief Executive Officer, who have critical industry or customer experience and relations. None of our key personnel is bound by an employment agreement. The loss of the technical knowledge and management and industry expertise of any of these key personnel could have a material adverse impact on our future prospects. In addition, members of our current management team believe that once the Company is sufficiently capitalized, we will need to recruit new executive managers to help us execute our business strategy and new employees to help manage our planned growth. Competition for executive and other skilled personnel in the wireless communications industry is intense, and we may not be successful in attracting and retaining such personnel. Our business could suffer if we were unable to attract and retain additional highly skilled personnel or if we were to lose any key personnel and not be able to find appropriate replacements in a timely manner.

OUR MANAGEMENT TEAM MAY NOT BE ABLE TO SUCCESSFULLY IMPLEMENT OUR BUSINESS STRATEGIES BECAUSE IT HAS LIMITED EXPERIENCE MANAGING A RAPIDLY GROWING COMPANY.

If our management team is unable to manage the growth of our business operations, then our product development and our sales and marketing activities would be materially and adversely affected. If we are able to successfully execute our business strategies we will likely need to undergo rapid growth in the scope of our operations and the number of our employees, which is likely to place a significant strain on our senior management team and other resources. In addition, we may encounter difficulties in effectively managing the budgeting, forecasting and other process control issues presented by this rapid growth. We may seek to augment or replace members of our management team or we may lose key members of our management team, and we may not be able to attract new management talent with sufficient skill and experience.

Risks Related to Our Issuance of the 7% Convertible Debentures

OUR RECENTLY ISSUED DEBENTURES PROVIDE FOR VARIOUS EVENTS OF DEFAULT THAT WOULD ENTITLE THE HOLDERS TO REQUIRE US TO IMMEDIATELY REPAY AT LEAST 130% OF THE OUTSTANDING PRINCIPAL AMOUNT OF THE DEBENTURES, PLUS ACCRUED AND UNPAID INTEREST THEREON, IN CASH. IF AN EVENT OF DEFAULT OCCURS, WE MAY BE UNABLE TO IMMEDIATELY REPAY THE AMOUNT OWED, AND ANY REPAYMENT MAY LEAVE US WITH LITTLE OR NO WORKING CAPITAL IN OUR BUSINESS. ADDITIONALLY, OUR REPAYMENT OBLIGATIONS UNDER THE DEBENTURES ARE SECURED BY ALL OF OUR ASSETS PURSUANT TO A SEPARATE SECURITY AGREEMENT.

We will be considered in default of our recently issued debentures if any of the following events, among others, occurs:

we fail to pay any principal amount under a debenture when due;

we fail to pay any interest amount under a debenture within three trading days of any notice sent to us by the holder of the debenture that we are in default of our obligation to pay the interest amount;

we fail to comply with any of the other agreements contained in the debenture which failure is not cured, if possible to cure, within the earlier to occur of five trading days of any

notice sent to us by the holder of the debenture that we are in default of our obligations and ten trading days after we become aware of or should have become aware of such failure;

we breach any of our obligations under the related securities purchase agreement or the related registration rights agreement;

any material representation or warranty made in a debenture or the related securities purchase agreement or the related registration rights agreement shall be untrue or incorrect in any material respect as of the date made;

we or any of our subsidiaries become bankrupt or insolvent;

we breach any of our obligations under any other debt or credit agreements involving an amount exceeding $150,000 and such default results in such indebtedness becoming or being declared due and payable prior to the date on which it would otherwise become due and payable;

our common stock ceases to be eligible for quotation on the principal market for our common stock (currently the OTC Bulletin Board), and fails to be quoted or listed for trading on the OTC Bulletin Board or another principal market (defined to mean the OTC Bulletin Board, the New York Stock Exchange, American Stock Exchange, the NASDAQ Small-Cap Market or the NASDAQ National Market) within five trading days;

we agree to sell or dispose of more than 33% of our assets in one or more transactions, or we agree to redeem or repurchase more than an insignificant number of shares of our outstanding common stock or any other equity securities of our company;

the registration statement registering the shares of common stock issuable upon conversion of the debentures and upon exercise of the warrants issued in connection with the debentures is not declared effective the Securities and Exchange Commission prior to July 15, 2005;

the effectiveness of the resale registration statement registering the shares of common stock issuable upon conversion of the debentures and upon exercise of the warrants issued in connection with the debentures is suspended for more than 30 consecutive trading days or 60 non-consecutive trading days during any 12 moth period subject to certain exceptions; or

we fail to issue shares of our common stock to the holder within ten trading days of the conversion date specified in any conversion notice delivered in respect of a debenture by the holder.

If an event of default occurs, the holder of a debenture can elect to require us to pay a mandatory prepayment amount equal to at least 130% of the outstanding principal amount, plus all other accrued and unpaid amounts under the debenture. Because our obligations under the debentures are secured pursuant to the terms of a separate Security Agreement with the holders of the debentures, the occurrence of an event of default permits the debenture holders to take possession of all of our assets, to operate our business and to exercise certain other rights provided in the Security Agreement.

Some of the events of default include matters over which we may have some, little or no control. If a default occurs and we cannot pay the amounts then payable under the debentures in cash (including any interest on such amounts and any applicable late fees under the debentures), the holders of the debentures may protect and enforce their rights or remedies either by suit in equity or by action at law, or both, whether for the specific performance of any covenant, agreement or other provision contained in the debentures, in the related securities purchase agreement or in any document or instrument delivered in connection with or pursuant to the debentures, or to enforce the payment of the outstanding debentures or

any other legal or equitable right or remedy. In addition, any repayment that we are required to make may leave us with little or no working capital in our business. This would have an adverse effect on our continuing operations.

Risks Related to the Market for Our Common Stock

THE PRICE OF OUR COMMON STOCK MAY BE VOLATILE.

The stock market has, from time to time, experienced extreme price and trading volume fluctuations, and the market prices of technology companies such as ours have been extremely volatile. Our operating performance will significantly affect the market price of our common stock. To the extent we are unable to compete effectively and gain market share or the other factors described in this section affect us, our stock price will likely decline. The market price of our common stock also may be adversely impacted by broad market and industry fluctuations regardless of our operating performance, including general economic and technology trends. In addition, companies that have experienced volatility in the market price of their stock have been the subject of securities class action litigation. We may be involved in securities class action litigation in the future. This litigation often results in substantial costs and a diversion of management' s attention and resources.

THE LARGE NUMBER OF SHARES ELIGIBLE FOR PUBLIC SALE COULD CAUSE OUR STOCK PRICE TO DECLINE.

The market price of our common stock could decline as a result of the resale of the shares of common stock issuable upon conversion of the debentures and the exercise of the warrants issued in our November 2004 private placement or the perception that these sales could occur. These sales also might make it more difficult for us to sell equity securities in the future at a time and price that we deem appropriate. Additionally, the larger number of shares available for sale pursuant to this prospectus may add to the volatility of our common stock.

THE ISSUANCE OF THE SHARES TO BE ISSUED UPON CONVERSION OF OUR RECENTLY ISSUED 7% CONVERTIBLE DEBENTURES AND THE SHARES TO BE ISSUED UPON THE EXERCISE OF THE WARRANTS ISSUED IN CONNECTION WITH THE DEBENTURES, WILL CAUSE THE CURRENT HOLDERS OF OUR COMMON STOCK TO SUFFER SUBSTANTIAL DILUTION OF THEIR INTEREST IN THE COMPANY.

If the shares of common stock to be issued upon conversion of the outstanding principal and interest due under the debentures and upon exercise of the warrants issued in connection with the debentures are issued and registered with the Securities and Exchange Commission for resale, up to 3,205,000 additional shares of our common stock will be available for sale into the public market. This will result in substantial dilution of the interests of our current stockholders. The resale of these shares of common stock will increase the number of our publicly traded shares, which could depress the market price of our common stock, and thereby affect the ability of our stockholders to realize the current trading price of our common stock. Moreover, the mere prospect of the resale of these shares of common stock could depress the market price for our common stock.

OUR STOCK PRICE CAN BE EXTREMELY VOLATILE.

Our common stock is traded on the OTC Bulletin Board. There can be no assurance that an active public market will continue for the common stock, or that the market price for the common stock will not decline below its current price. Such price may be influenced by many factors, including, but not limited to, investor perception of us and our industry and general economic and market conditions. The trading price of the common stock could be subject to wide fluctuations in response to announcements of our business developments or our competitors, quarterly variations in operating results, and other events or factors. In addition, stock markets have experienced extreme price volatility in recent years. This volatility has had a substantial effect on the market prices of companies, at times for reasons unrelated to

their operating performance. Such broad market fluctuations may adversely affect the price of our common stock.

TRADING ON THE OTC BULLETIN BOARD MAY BE SPORADIC BECAUSE IT IS NOT A STOCK EXCHANGE, AND STOCKHOLDERS MAY HAVE DIFFICULTY RESELLING THEIR SHARES.

Our common stock is quoted on the OTC Bulletin Board. Trading in stock quoted on the OTC Bulletin Board is often thin and characterized by wide fluctuations in trading prices, due to many factors that may have little to do with the company' s operations or business prospects. Moreover, the OTC Bulletin Board is not a stock exchange, and trading of securities on the OTC Bulletin Board is often more sporadic than the trading of securities listed on the Nasdaq SmallCap. Accordingly, you may have difficulty reselling any of the shares you purchase from the selling security holders.

IF WE FAIL TO REMAIN CURRENT ON OUR REPORTING REQUIREMENTS, WE COULD BE REMOVED FROM THE OTC BULLETIN BOARD WHICH WOULD LIMIT THE ABILITY OF BROKER-DEALERS TO SELL OUR SECURITIES AND THE ABILITY OF STOCKHOLDERS TO SELL THEIR SECURITIES IN THE SECONDARY MARKET.

Companies trading on the OTC Bulletin Board, such as us, must be reporting issuers under Section 12 of the Securities Exchange Act of 1934, as amended, and must be current in their reports under Section 13, in order to maintain price quotation privileges on the OTC Bulletin Board. If we fail to remain current on our reporting requirements, shares of our Common Stock could be removed from the OTC Bulletin Board. As a result, the market liquidity for our securities could be severely adversely affected by limiting the ability of broker-dealers to sell our securities and the ability of stockholders to sell their securities in the secondary market.

OUR COMMON STOCK IS SUBJECT TO THE "PENNY STOCK" RULES OF THE SEC AND THE TRADING MARKET IN OUR SECURITIES IS LIMITED, WHICH MAKES TRANSACTIONS IN OUR STOCK CUMBERSOME AND MAY REDUCE THE VALUE OF AN INVESTMENT IN OUR STOCK.

The Securities and Exchange Commission has adopted Rule 15g-9 which establishes the definition of a "penny stock," for the purposes relevant to us, as any equity security that has a market price of less than $5.00 per share or with an exercise price of less than $5.00 per share, subject to certain exceptions. For any transaction involving a penny stock, unless exempt, the rules require that a broker or dealer approve a person' s account for transactions in penny stocks and the broker or dealer receive from the investor a written agreement to the transaction, setting forth the identity and quantity of the penny stock to be purchased.

In order to approve a person' s account for transactions in penny stocks, the broker or dealer must, obtain financial information and investment experience objectives of the person and make a reasonable determination that the transactions in penny stocks are suitable for that person and the person has sufficient knowledge and experience in financial matters to be capable of evaluating the risks of transactions in penny stocks.

The broker or dealer must also deliver, prior to any transaction in a penny stock, a disclosure schedule prescribed by the Commission relating to the penny stock market, which, in highlight form sets forth the basis on which the broker or dealer made the suitability determination and that the broker or dealer received a signed, written agreement from the investor prior to the transaction.

Generally, brokers may be less willing to execute transactions in securities subject to the "penny stock" rules. This may make it more difficult for investors to dispose of our common stock and cause a decline in the market value of our stock.

Disclosure also has to be made about the risks of investing in penny stocks in both public offerings and in secondary trading and about the commissions payable to both the broker-dealer and the registered representative, current quotations for the securities and the rights and remedies available to an investor in cases of fraud in penny stock transactions. Finally, monthly statements have to be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks.

WE DO NOT EXPECT TO PAY DIVIDENDS ON OUR COMMON STOCK

We have not declared dividends on our Common Stock since our incorporation and we have no present intention of paying dividends on our Common Stock. We are also restricted by the terms of certain debt and other agreements as to the declaration of dividends.

MANY OF THESE RISKS AND UNCERTAINTIES ARE OUTSIDE OF OUR CONTROL AND ARE DIFFICULT FOR US TO FORECAST. ACTUAL RESULTS MAY DIFFER MATERIALLY FROM THOSE EXPRESSED OR IMPLIED IN THE FORWARD-LOOKING STATEMENTS.

ITEM 7. FINANCIAL STATEMENTS

The financial statements required by this item appear on pages F-1 to F-14.

ITEM 8. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

The Company' s Audit Committee approved the termination of the Company' s client-auditor relationship with Cordovano and Honeck, P.C. ("Cordovano") effective as of August 27, 2004.

Cordovano' s audit reports as of September 30, 2003 and 2002 and for the two years then ended on the Company' s (which was then known as Technology Consulting Partners, Inc.) consolidated financial statements, did not contain an adverse opinion or disclaimer of opinion, or qualification or modification as to uncertainty, audit scope, or accounting principles. It did contain the following statement regarding the Company' s ability to continue as a going concern:

"The accompanying financial statements have been prepared assuming the Company will continue as a going concern. As discussed in Note 1 to the financial statements, the Company has suffered significant operating losses since inception, which raises a substantial doubt about its ability to continue as a going concern. Management' s plans in regard to this matter are also described in Note 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty."

During the two most recent fiscal years ended September 30, 2003 and 2002 and in the subsequent interim periods through the date of dismissal on August 27, 2004 there were no disagreements with Cordovano on any matters of accounting principles or practices, financial statement disclosure, or auditing scope and procedures which, if not resolved to the satisfaction of Cordovano would have caused Cordovano to make reference to the matter in their report.

The Company has provided a copy of the foregoing disclosure to Cordovano and has requested that Cordovano furnish a letter addressed to the Securities and Exchange Commission stating whether it agrees with the foregoing disclosure and, if not, stating the respects in which it does not agree. The Company intends to file this letter with the Securities and Exchange Commission within two business days of its receipt by the Company.

On December 17, 2004, the Company appointed Seligson & Giannattasio, LLP, North White Plains, New York, as its principal independent accountants.

The Company had not previously consulted with Seligson & Giannattasio, LLP regarding either (i) the application of accounting principles to a specified transaction, either completed or proposed; or (ii) the type of audit opinion that might be rendered on the Company' s financial statements; or (iii) any matter that was either the subject matter of a disagreement (as defined in Item 304(a)(1)(iv)(A) of Regulation S-B and the related instructions) between the Company and Cordovano, the Company' s previous principal independent accountant, as there were no such disagreements, or any other reportable event (as defined in Item 304(a)(1)(iv)(B) of Regulation S-B) during the two year period ended September 30, 2003, and any later interim period up to and including the date the relationship with Cordovano ceased. The Company has not received any written report nor any oral advice concluding that there was an important factor to be considered by the Company in reaching a decision as to an accounting, auditing, or financial reporting issue.

ITEM 8A. CONTROLS AND PROCEDURES

We maintain disclosure controls and procedures (as defined in Exchange Act Rule 13a-15(e) and 15d-15(e)) that are designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission' s rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding the required disclosure.

In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management necessarily is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

As required by SEC Rule 13a-15(b), we carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the fiscal year covered by this report.

Based on the foregoing, our Chief Executive Officer and Chief Financial Officer have concluded that our current disclosure controls and procedures are effective to provide reasonable assurance that information is recorded, processed, summarized and reported within the time periods specified in the SEC' s rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding the required disclosure. The Company was late in the filing of several current reports on Form 8-K during the year. The Company has instituted additional disclosure controls and has hired additional staff and professionals to prevent future late filings.

There has been no significant change in our internal control over financial reporting during our most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 8B. OTHER INFORMATION

During the fourth quarter of the fiscal year ended September 30, 2004, the Company was required to file a Current Report on Form 8-K containing the information set forth above in "Item 8. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure." In reliance on the rules relating to Item 8B of this Annual Report on Form 10-KSB, this information has been presented above rather than reported on a Current Report on Form 8-K.

PART III

ITEM 9. DIRECTORS, EXECUTIVE OFFICERS, PROMOTERS AND CONTROL PERSONS

Directors and Executive Officers Prior to the Exchange

The following table sets forth the names, ages and offices of the executive officers and directors of Technology Partners Consulting, Inc. during 2003 and through February 17, 2004, the date upon which the Exchange was consummated.

Name	Age	Position
Frederick R. Clark, Jr.	35	President and Director
James H. Watson, Jr.	41	Outside Director

Directors and Executive Officers Following the Exchange and Presently Serving

The following table sets forth the names, ages and offices of our current executive officers and directors, each of whom was appointed at, or following, the Exchange.

Name	Age	Position
Antonio E. Turgeon	56	Chairman/CEO and Director
Dr. Feng Yuh Juang	52	Vice Chairman and Director
Ronald M. Hickling	46	Chief Technology Officer and Director
Michael Handelman	47	Chief Financial Officer
Richard Hines	55	Director
Michael Ussery	53	Director
George Lange	65	Director
John Mansfield	57	Director

The following is a biographical summary of the business experience of our present directors and executive officers:

Antonio E. Turgeon, Chairman and CEO, age 56, has served the Company since February 17, 2004 and prior to such date served in a similar position with the original TechnoConcepts, Inc. (“TCI”) from April 2003 until TCI’ s acquisition by the Company on February 17, 2004. Mr. Turgeon has 30 years of international and domestic experience in computer and communications systems, software technology and applications services. Prior to joining TechnoConcepts, he was a principal in The Sunrise Group, a consulting firm that provided business development services to early stage high-tech companies.

From 1994 to 1999 he served as an advisor to a Scandinavian-based venture capital firm, as well as executive vice president for Dolphin Interconnect Solutions, Inc., a portfolio company designing Gigabyte hardware interconnect and software technology for the high-availability, scalable, server clustering market. He was a founder and served as president and CEO of SOTA Electronics Inc. from 1988 to 1994, a company that designed communications security products and the world' s first PC managed universal applications Smartcard. From 1978 to 1988 he was president of Digital Applications Corporation, a company he founded to develop software and hardware applications for the aerospace industry. Mr. Turgeon holds a B.A. in Mathematics form the University of California, Los Angeles, an M.S. in Computer Science from West Coast University and completed coursework requirements for an M.S. in Applied Mathematics.

Dr. Feng Yuh (Richard) Juang, Vice Chairman, age 52, has served the company since February 17, 2004 and prior to such date served in a similar position with the TCI from June 2003 until TCI' s acquisition by the Company. Dr. Juang received his Ph.D. in electrical engineering from the University of Michigan in Ann Arbor, his M.S. in Institute of Applied Physics at Chung-Yuan University in Taiwan and a B.S. in electronic engineering from Tamkang University, also in Taiwan. He has significant expertise in engineering, specifically in the areas of ultra high speed device design and development; high performance optical modulation and switching devices; 100GHz Modulation Doped FET design and development; low noise microwave amplifier; and wireless communications devices to the board. He has published more than 50 scientific articles in electronics, engineering and communications industry publications. Dr Jaung is the director of Ahoku Electronic Company in Taipei, Taiwan, ROC, an advisor for AceNet Technology, Inc. in ShenZhen, China, president of Rich Capital Group, of Fremont, California and the Vice President of Business Development at NeoAxiom Corporation, San Jose, California. He previously served as Vice President of Business Development at Acute Communications Corp. both in the U.S. and Taiwan. Prior to that he was Vice President of marketing and sales at Acer NeWeb Corp., Satellite Communications Department Manager at Microelectronic Technology Inc., head of the solid state electronic device department at Chung-Shan Institute of Science and Technology and Associate Professor at the Institute of Applied Physics, Chung-Yuan University.

Ronald M. Hickling, Co-Founder, CTO, Director, age 46, has served the Company since February 17, 2004 and prior to such date served in a similar position with TCI from March 2003 until TCI' s acquisition by the Company. Mr. Hickling was the founder of the entity in 1991 that initially developed the Company' s True Software Radio technology and was responsible for securing more than $1.1 million in Federal SBIR funds to develop the key technology elements of the Company' s True Software Radio products. He holds a master of science in electrical engineering from UCLA. He has more than 20 years of experience in communications systems and integrated circuits related to communications for U.S. defense and commercial contractors. Beginning in 1980, Mr. Hickling began his career with Hughes Space and Communications, a Hughes Aircraft company, developing circuits for satellite communications. In this capacity he developed customer integrated circuits using silicon CMOS (Complementary Metal-Oxide Semiconductor) and Bipolar technology, and actively participated in the early research and development efforts of using Gallium Arsenide (GaAs) digital circuits in spacecraft. During his tenure at Hughes, Mr. Hickling was appointed Group Head, in leading research projects, for GaAs digital circuits. Additional projects included Intelsat VI, Magellan, and Navstar/GPS and he also contributed to the Very High Speed Integrated Circuit Program (VHSIC). In 1984 he left Hughes to pursue commercial ventures. He joined start up Gigabit Logic in 1984 and headed development teams on numerous mixed-signal communications projects. He was involved in collaboration development efforts with contract clients such as DEC, Rockwell-Collins, Bell Communications Research and others. He has been awarded three patents and currently has two patents pending. He has published in numerous industry journals and is a member of the IEEE and Tau Beta Pi.

Michael Handelman, age 47, has served the Company since November 2004. He has over 23 years of financial management experience. Prior to joining the Company, he held various senior executive positions for several publicly traded companies. He was chief financial officer and chief operating officer of Global Business Services, Inc., a publicly traded retail postal and business services company. Earlier,

he was chief financial officer of Interglobal Waste Management Inc., a publicly traded manufacturing company in Camarillo, CA; vice president and chief financial officer of Janex International, a $32 million publicly traded children' s toy manufacturer; and [vice president and chief financial officer of] the Los Angeles Kings, a $45 million National Hockey League franchise. Mr. Handelman is a Certified Public Accountant and holds a B.S. in Accounting from the City University of New York.

Richard Hines, age 55, has served as a director of the Company since July 2004. Prior to this, he served as an elected official in the South Carolina House of Representatives. He held various executive positions in the Reagan Administration in executive branch agencies such as the U.S. Department of Transportation and Interstate Commerce Commission. In the U.S. General Services Administration, he was the principal interface for the agency in charge of business and industry relations, as well as a catalyst for reform for acquisition policies within the government. After leaving the public sector, he became Vice-President of Electronic Data Systems, a billion dollar corporation with over 60,000 employees, where he was responsible for U.S. Government sales. He combined his talent and experience in the private and public sectors to form RTH Consulting in 1997. His history of political activism was, most recently, extended to aid the campaign of President Bush in the South Carolina Primary of the 2000 Presidential election. He continues to be involved in local, regional, and federal politics and has an active voice in the current Bush Administration. In April of this year, he participated in the Government Roundtable in Athens, Greece, where he spoke alongside former President Bush, Mikhail Gorbachev, and other European leaders, as well as prominent businessmen.

Michael Ussery, age 53, has served as a director of the Company since August 2004. Prior to this he worked as an international public affairs advisor and business developer with extensive investments and financing experience in Eastern Europe. He is a former U.S. Ambassador to Morocco who has international private sector experience in marketing, negotiations, strategic planning, and project development; he held his title from 1988 thru 1992. In government he has held senior positions during the Libya conflict, Gulf War, Afghan War, and Mid-East peace process. Mr. Ussery has worked for more than 35 countries, and in the past decade he has worked with more than (60) companies and organizations including numerous Fortune 500 and top international corporations, and has advised foreign governments. Mr. Ussery has been a founder of five companies and two non-profit organizations, and is a veteran of seven presidential and congressional campaigns. He was a national fund raising Vice Chairman, policy contributor and Arkansas field manager of the 2000 Bush - Chaney Campaign. Mr. Ussery serves as a Co-Founder and chairs the Advisory Board of the Romania Moldova Direct Fund, and in Bulgaria he is a recent Co-Founder of InfoMed and Netcare Bulgaria. Appointed by the Virginia Governor, Mr. Ussery is one of seven Commissioners of Vint Hill Economic Development Authority, responsible for converting a U.S. military base into a commercial and residential development. In the field of education, Mr. Ussery is President and CEO of the Coordinating Council for The International University, a non- profit organization creating American higher education in developing countries. He has served on the Advisory Board and spoken at numerous prestigious colleges and universities across the U.S. including Yale, the University of South Carolina, VMI, the George Mason University and Newberry College.

George Lange, age 65, has served as a director of the Company since February 17, 2004 and prior to such date served in a similar position with TCI from September 2003 until TCI' s acquisition by the Company. He also has been a Co-Founder of various companies, a business consultant and electronic engineer within aerospace, defense, and the consumer product industry. His multi-discipline experience covers product and business development, circuit and systems design engineer and operations and organizational staffing. He has assisted with company start-up activities, mergers and acquisitions, restructurings and fundings and has performed in an executive capacity. Clients have been diverse in size and types; Fortune 500 companies, individual inventors, and foreign businesses, including the Ford Motor Company Corporate offices, Control Data Corporation, Hughes Aircraft Company, Lockheed Corporation, Litton Industries, Plantronics Corporation, Teledyne Corporation, Coopers and Lybrand, JJ Barnicke, Bendix Electrodynamics and Ramo Corporation. He attended both Northrop Institute of Technology and the University of California at Los Angeles. He is involved in civic and community

service activities applying his business skills to his elected government position appointments to City, County and State Agency Boards and various non-profit Organization Boards of Directors.

John Mansfield, age 57, has served as a director of the Company since February 17, 2004 and prior to such date served in a similar position with TCI from December 2003 until TCI' s acquisition by the Company. He has earned valuable experience in several industries, including heavy equipment, property development and building, medical information technology and management, insurance, and financial advisory services. He operates Axis Capital LLC, a Georgia-based company that specializes in advisory services for companies in transition, including start-ups, turnarounds, new growth initiatives and mergers and acquisitions. He has assisted with strategic planning, business plan development, financial structuring and re-structuring for such conglomerates as JMJ Technologies, Admiralty Corporation, Accent Mortgage Corporation, and AlumniWorldwide.com, and many others. His history includes seven years in sales and marketing, including Director of Sales and Marketing for an international heavy equipment manufacturer, followed by 18 years operating businesses in land development and property management, including involvement in numerous syndicated investment transactions. He served for seven years as a Director of the Ontario (Canada) New Home Warranty Corporation and was a member of its executive committee and chairman of its audit committee. Following his board term, he was retained by the Corporation to perform advisory services. He currently serves as a Director of a publicly traded healthcare management company, American HealthChoice, and is chairman of its audit committee. Mr. Mansfield is a graduate of Wilfred Laurier University, Waterloo, Ontario, Canada.

Significant Employees

John Hwang, Member of the Office of the Chairman and Vice President of Business Development, began his career in the high tech industry as Vice President of Sales and Corporate Manager at Samsung America, Inc., where he helped Samsung to become number one in market share in monitors worldwide. He then was president of a number of other entrepreneurial high-tech companies, with successful sales increases achieved at each. Mr. Hwang earned his BS degree in economics from Rutgers University in 1985.

Dr. Jae Jung, Executive Vice President of Engineering, received his Ph.D. in the Department of Computer Science and Engineering from the University of California at San Diego, La Jolla, CA, a Master of Science in Computer Science from the University of California at San Diego, La Jolla, CA, a Master of Science in Electrical Engineering from the Korea Advanced Institute of Science and Technology, Seoul, Korea, and a Bachelor of Science in Electrical Engineering from the Seoul National University, Seoul, Korea. Prior to joining the Company, Dr. Jung was a founder and served as Chief Executive Officer of NeoPace Telecom Corporation, which specialized in VoIP and network processor chips. Prior to that he served as Executive Director of the Network Department at Samsung Electronics in Seoul Korea where he was the architect of, and managed a team of 130 engineers developing, the Samsung ADSL chipset. Prior to that he served as Senior Manager of Engineering for SONY Wireless Telecommunications Company in San Diego, CA, where he engineered two next generation CDMA projects, including a CDMA smart phone. He previously held a similar senior managerial position, responsible for VLSI Design for GI Motorola in San Diego, CA, where he was responsible for a video (MPEG2) encoder system.

Dr. Oleg Panfilov, Chief Scientific Officer, received his Ph.D. degree from the Moscow Institute of Long Radio Communication in 1971 (Russia). Working in the fields of signal and data processing Dr. Panfilov held different positions from engineer to the director of laboratory. Since his immigration to the United States in 1979 he has worked as a senior math analyst in Bedford Research Associates, as a research scientist and staff engineer in Unisys Corporation, a senior consulting analyst in NCR, a distinguished member of technical staff in Motorola and as an independent consultant in the system design of Doppler radars, computer systems and networks as well as in wireless communication systems.

Dr. Panfilov has devoted a considerable portion of his professional career to identifying prospective technologies providing the highest return on investments. The results of his research and findings have been published in over forty domestic and international publications and he is a frequent lecturer at international conferences on high performance computer systems, networks and communication systems.

Lap Wai Chow, Senior Scientist, received his B.S. degree in Electrical Engineering and M.Phil. degree in Material Science from the Chinese University of Hong Kong in 1978 and 1980, respectively. From 1980 to 1982 he worked at Universal Semiconductor in San Jose, California, developing CMOS Gate-array and 32K/64K/ROM technology. In 1982 he joined Elcap Electronics of Hong Kong, where he was responsible for establishing the CMOS design department for the development of SRAM and DRAM technology. He founded Data Research in Hong Kong in 1983 which specialized in the development of high temperature (more than 250 degrees C) CMOS circuits used in seismic applications. He joined Hughes Research Laboratories in 1985, working on various high-speed CMOS research projects. He was a founder of TCI and in 1996 was also involved in the founding of InnoTest, Inc., a Hsinchu Science Park technology company in Taiwan. Mr. Chow holds nine patents and has 12 patents pending, mostly in the areas of CMOS technology and high speed computing architecture.

Section 16(a) Beneficial Ownership Reporting Compliance

Based solely upon our review of Forms 3, 4 and 5 and amendments thereto furnished to us under Rule 16a-3(e) of the Securities Exchange Act of 1934, as amended (the "Securities Exchange Act") during the fiscal year ended September 30, 2004 and written representations received by us pursuant to Securities and Exchange Commission rules, none of our directors, officers, or any beneficial owner of more than 10 percent of any class of our equity securities failed to file, on a timely basis, any reports required by Section 16(a) of the Securities Exchange Act.

Director Independence

The Board believes that the interests of the stockholders are best served by having at least a majority of objective independent representatives on the Board.

In determining independence, the Board applies the standards established by the Nasdaq Stock Market. In conjunction with this report, the Board has evaluated all relationships between each director, and the Company and has made the following determinations with respect to the "independence" of each director:

Director	Status
Antonio Turgeon	Not independent
Dr. Feng Yuh Juang	Not independent
Richard Hines	Not Independent
Ronald Hickling	Not Independent
Michael Ussery	Independent
George Lange	Independent
John Mansfield	Independent

Based on the foregoing analysis, it was determined that a majority of our directors are not "independent" directors under the standards established by Nasdaq. The Company intends to take steps to appoint additional independent directors to the Board of Directors as soon as it is able to do so.

The Board will continually monitor the standards established for director independence under applicable law or listing requirements and will take all reasonable steps to assure compliance with those standards.

Committees of the Board

In order to facilitate the various functions of the Board of Directors, in February 2004, the Board created a standing Audit Committee and a standing Corporate Governance/Nominating Committee.

Audit Committee. The Audit Committee operates pursuant to a written charter that was adopted in February 2004. Under its charter, the Audit Committee is given the sole authority and responsibility for the appointment, retention, compensation and oversight of our independent auditors, including pre-approval of all audit and non-audit services to be performed by our independent auditors. The Board has determined that John Mansfield, the chairman of the Company' s Audit Committee meets the Securities and Exchange Commission criteria of an audit committee financial expert.

Corporate Governance/Nominating Committee. The Corporate Governance/Nominating Committee is responsible for implementing and carrying out appropriate processes by which nominees for election as directors are selected.

Committee assignments are re-evaluated annually and approved by the Board of Directors at its annual meeting that follows the annual meeting of stockholders.

Board Meetings and Executive Sessions

During the year ended September 30, 2004, the Board of Directors held one formal meeting.

By resolution adopted by the Board of Directors, commencing in 2004, the non-management members of the Board will meet on a regular basis, not less than twice annually, in executive session without management present. Executive sessions are to be led by a "Lead Director" designated by the non-management directors. An executive session is held in conjunction with each regularly scheduled Board meeting and other sessions may be called by the Lead Director in his or her own discretion or at the request of the Board.

Nomination of Directors

In assessing potential director nominees, the Corporate Governance/Nominating Committee is expected to look for candidates who possess a wide range of experience, skills, areas of expertise, knowledge and business judgment, high integrity and demonstrated superior performance or accomplishments in his or her professional undertakings. The Corporate Governance/Nominating Committee may utilize the services of a search firm to help identify candidates for director who meet the qualifications outlined above.

The Board will also consider for nomination as director qualified candidates suggested by our stockholders. Stockholders can suggest qualified candidates for nomination as director by writing to our corporate secretary at 6060 Sepulveda Blvd., Suite 202, Van Nuys, CA 91411. Submissions that are received that meet the criteria outlined above are forwarded to the Corporate Governance/Nominating Committee for further review and consideration.

Codes of Ethics

In February 2004, the Board of Directors adopted a Code of Business Ethics covering all officers, directors and employees. We require all employees to adhere to the Code of Business Ethics in addressing legal and ethical issues encountered in conducting their work. The Code of Business Ethics requires that our employees avoid conflicts of interest, comply with all laws and other legal requirements, conduct business in an honest and ethical manner and otherwise act with integrity and in the Company' s best interest. All of our employees are required to certify that they have reviewed and understood the Code of Business Ethics.

The Board of Directors, in April 2004, also adopted a separate Code of Business Ethics for the CEO and Senior Financial Officers. This Code of Ethics supplements our general Code of Business Ethics and is intended to promote honest and ethical conduct, full and accurate reporting, and compliance with laws as well as other matters.

The Code of Business Ethics for the CEO and Senior Financial Officers is filed as an exhibit to this Annual Report on Form 10-KSB. Any person wishing to receive, without charge, a copy of such code of ethics, should request the same by writing to our corporate secretary at 6060 Sepulveda Blvd., Suite 202, Van Nuys, CA 91411.

Contacting the Board

Any shareholder who desires to contact our Lead Director or the other members of the Board of Directors may do so by writing to: Board of Directors, TechnoConcepts, Inc. 6060 Sepulveda Blvd., Suite 202, Van Nuys, CA 91411. Communications received electronically or in writing are distributed to the Lead Director or the other members of the Board as appropriate depending on the facts and circumstances outlined in the communication received. For example, if any complaints regarding accounting, internal accounting controls and auditing matters are received, then they will be forwarded to the Chairman of the Audit Committee for review.

Compensation Committee Interlocks and Insider Participation

None of our executive officers served during 2004 as a member of the board of directors or compensation committee of any entity that has had one or more executive officers who served as a member of our Board of Directors or Compensation Committee.

ITEM 10. EXECUTIVE COMPENSATION

Compensation of Executive Officers

During the period beginning February 17, 2004, the date upon which the Exchange was consummated and ending September 30, 2004, no salary or any other compensation was paid to the Company' s Chief Executive Officer or any officer or employee of the Company for the services provided to us. During the Company' s current fiscal year Antonio E. Turgeon, our President and Chief Executive Officer, will be paid a base salary of $240,000, Ronald M. Hickling, our Chief Technology Officer, will be paid a base salary of $140,000 and Michael Handelman, our Chief Financial Officer, will be paid a base salary of $125,000.

Employment Contracts

As of September 30, 2004 we had no employment agreements with any of our officers or employees.

Compensation of Directors

Commencing in April 2004, each director who is not an employee is paid (1) an annual fee of $20,000, payable in quarterly installments, (2) $1,000 per day per meeting, including one travel day for each meeting for out-of-state directors, and (3) out-of-pocket expenses. The Company has also agreed to grant each non-employee director options to purchase 50,000 shares of our common stock upon the Company' s establishment of an option plan and 20,000 options following each subsequent shareholders meeting after which the director continues to serve. In addition, each non-employee director is paid $500 per meeting for each committee meeting attended. The Chair of the Audit Committee is paid an annual fee of $7,500. Other committee chairs are paid an annual fee of $1,000.

Equity Compensation Plan Information

At September 30, 2004, we had no equity award plans in place and no outstanding options, warrants or rights to acquire shares of our common stock under plans either approved, or not approved, by our security holders.

ITEM 11. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The following tables sets forth information as of April 1, 2005, based on information obtained from the persons named below, with respect to the beneficial ownership of shares of our common stock, Series A Preferred Stock held by (i) each person known by us to be the owner of more than 5% of our outstanding shares of common stock, (ii) each director, (iii) each named executive officer, and (iv) all executive officers and directors as a group:

Common Stock

Name and Address of Beneficial Owner (1)	Number of Shares Beneficially Held	Percent of Class Beneficially Held (2)
Directors and Officers		
Antonio E. Turgeon (3)	3,311,000	13.31 %
Dr. Feng Yuh Juang (3)	500,000	2.01 %
Ronald M Hickling (3)	5,000	*
Michael Handelman (3)	0	*
Richard Hines (3)	0	*
Michael Ussery (3)	0	*
George Lange (3)	0	*

Name and Address of Beneficial Owner (1)	Number of Shares Beneficially Held	Percent of Class Beneficially Held (2)
John Mansfield (3)	0	*
All directors and executive officers as a group (8 persons)	3,836,000	15.32 %
5% Shareholders		
TechnoConcepts Inc, a California corp. 3835-R East Thousand Oaks Blvd. Westlake Village, CA 91362	1,970,000	7.9 %

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* Less than 1%

(1) Unless otherwise indicated, each beneficial owner has both sole voting and sole investment power with respect to the shares beneficially owned by such person, entity or group. The number of shares shown as beneficially owned include all options, warrants and convertible securities held by such person, entity or group that are exercisable or convertible within 60 days of April 1, 2005.

(2) The percentages of beneficial ownership as to each person, entity or group assume the exercise or conversion of all options, warrants and convertible securities held by such person, entity or group which are exercisable or convertible within 60 days, but not the exercise or conversion of options, warrants and convertible securities held by others shown in the table.

(3) Address is c/o TechnoConcepts, Inc., 6060 Sepulveda Blvd., Suite 202, Van Nuys, CA 91411.

Series A Preferred Stock

Name and Address of Beneficial Owner (1)	Number of Shares Beneficially Held	Percent of Class Beneficially Held (2)
Directors and Officers		
Antonio E. Turgeon (3)	4,750	29.69 %
All directors and executive officers as a group (8 persons)	4,750	29.69 %
5% Shareholders		
Fleet Financial 5429 New Castle Ave #103 Encino, CA 91316	4,750	29.69 %
TechnoConcepts, Inc., a California corp. 3835-R East Thousand Oaks Blvd. Westlake Village, CA 91362	4,000	25 %
Tag, Inc. (3)	1,500	9.38 %

(1) Unless otherwise indicated, each beneficial owner has both sole voting and sole investment power with respect to the shares beneficially owned by such person, entity or group. The number of shares shown as beneficially owned include all options, warrants and convertible securities held by such person, entity or group that are exercisable or convertible within 60 days of April 1, 2005.

(2) The percentages of beneficial ownership as to each person, entity or group assume the exercise or conversion of all options, warrants and convertible securities held by such person, entity or group which are exercisable or convertible within 60 days, but not the exercise or conversion of options, warrants and convertible securities held by others shown in the table.

(3) Address is c/o TechnoConcepts, Inc., 6060 Sepulveda Blvd., Suite 202, Van Nuys, CA 91411.

Series B Preferred Stock

Name and Address of Beneficial Owner (1)	Number of Shares Beneficially Held	Percent of Class Beneficially Held (2)
Directors and Officers		
All directors and executive officers as a group (8 persons)	0	0 %
5% Shareholders		
Triumph Research Partners, LLC 48 South Service Road Melville, NY 11747	800	100 %

(1) Unless otherwise indicated, each beneficial owner has both sole voting and sole investment power with respect to the shares beneficially owned by such person, entity or group. The number of shares shown as beneficially owned include all options, warrants and convertible securities held by such person, entity or group that are exercisable or convertible within 60 days of April 1, 2005.

(2) The percentages of beneficial ownership as to each person, entity or group assume the exercise or conversion of all options, warrants and convertible securities held by such person, entity or group which are exercisable or convertible within 60 days, but not the exercise or conversion of options, warrants and convertible securities held by others shown in the table.

ITEM 12. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

We are party to an agreement with an entity in which one of our Directors, Richard Hines, has a financial interest. The agreement calls for the entity to perform consulting services and strategic marketing to government and international agencies with general assistance in support of marketing the products of the Company. The agreement also calls for monthly fees of $10,000 and runs from August 1, 2004 until January 31, 2006.

ITEM 13. EXHIBITS

Exhibit Number	Description of Exhibit
Exhibit Number	Description of Exhibit
2.1(1)	Agreement and Plan of Merger by and Between Technology Consulting Partners, Inc. and TechnoConcepts, Inc. dated December 15, 2003.
3.1(*)	Restated Articles of Incorporation of the Company
3.2(*)	By-laws of the Company
4.1(2)	Form of 7% Secured Convertible Debenture
4.2(2)	Form of Common Stock Purchase Warrant
10.1.1(2)	Securities Purchase Agreement dated November 17, 2004 by and among the Company and the investors signatory thereto.
10.1.2. (2)	First Amendment to Securities Purchase Agreement dated November 17, 2004.
10.2(2)	Registration Rights Agreement dated November 17, 2004 by and among the Company and the investors signatory thereto.
10.3(2)	Security Agreement dated November 17, 2004 by and among the Company and the investors signatory thereto.
10.4(2)	Preferred Stock Purchase Agreement dated November 17, 2004 by and between the Company and Triumph Research Partners LLC.
10.5(*)	Standard Multi-Tenant Office Lease by and between the Company and Electro Rent Corporation dated December 20, 2004.
10.6(*)	Consulting Agreement with Richard T. Hines dated July 19, 2004.
14(2)	Code of Ethics for CEO and Senior Financial Officers
21(*)	Subsidiaries
31.1(*)	Rule 13a-14(a)/15d-14(a) Certification of Chief Executive Officer
31.2(*)	Rule 13a-14(a)/15d-14(a) Certification of Chief Financial Officer
32(*)	Rule 13a-14(b)/15d-14(b) Certification of Chief Executive Officer and Chief Financial Officer

(1) Incorporated herein by reference to the exhibit included in the Current Report on Form 8-K dated February 18, 2004. The number given in parenthesis indicates the corresponding exhibit number in such Form 8-K.

(2) Incorporated herein by reference to the exhibits to our Annual Report on Form 10-KSB dated January 14, 2005. The number given in parenthesis indicates the corresponding exhibit number in such Form 10-KSB, as amended.

(*) Filed herewith

Reports on Form 8-K

No reports on Form 8-K were filed during the last quarter of the period covered by this report.

ITEM 14.

PRINCIPAL ACCOUNTANT FEES AND SERVICES

	2004
Audit fees	25,000
Audit related fees	–
Tax fees	–
All other fees	–
Total	25,000

The Audit Committee is presently developing a policy relating to the pre-approval of all audit and non-audit services provided by the independent auditors. These services may include audit services, audit-related services, tax services and other services. As of January 13, 2005 the policy had not yet been finalized.

SIGNATURES

In accordance with Section 13 or 15(d) of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

TECHNOCONCEPTS, INC.

Dated: May 2, 2005

By: /s/ Antonio E. Turgeon
President and CEO

In accordance with the Exchange Act, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signatures	Title	Date
/s/ Antonio E. Turgeon ANTONIO E. TURGEON	Chairman of the Board, President and Chief Executive Officer (Principal Executive Officer)	May 2, 2005
/s/ Michael Handelman MICHAEL HANDELMAN	Chief Financial Officer (Principal Accounting and Financial Officer)	May 2, 2005
/s/ Ronald Hickling RONALD HICKLING	Director	May 2, 2005
GEORGE LANGE	Director	
/s/ John Mansfield JOHN MANSFIELD	Director	May 2, 2005
/s/ Dr. Feng Yuh Juang DR. FENG YUH JUANG	Director	May 2, 2005
/s/ Richard Hines RICHARD HINES	Director	May 2, 2005
MICHAEL USSERY	Director	

REPORT OF THE INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and
Board of Directors
TechnoConcepts, Inc.
(A corporation in the development stage)
Van Nuys, CA

We have audited the accompanying balance sheets of TechnoConcepts, Inc. (a corporation in the development stage) as of September 30, 2004 and December 31, 2003, the related statements of operations, changes in stockholders' equity and cash flows for the periods ended September 30, 2004 and December 31, 2003. These financial statements are the responsibility of the Company' s management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe the audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of TechnoConcepts, Inc. as of September 30, 2004 and December 31, 2003, and the result of its operations and its cash flows for the periods ended September 30, 2004 and December 31, 2003 in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming the Company will continue as a going concern. As discussed in Note 7 to the financial statements, the Company is a development stage company. The realization of a major portion of its assets is dependent upon its ability to meet its future financing requirements, and the success of future operations. These factors raise substantial doubt about the Company' s ability to continue as a going concern. The financial statements do not include any adjustments that might result from this uncertainty.

Seligson & Giannattasio, LLP
N. White Plains, NY
April 22, 2005

TechnoConcepts, Inc.
(A Corporation In The Development Stage)
Balance Sheets

	September 30, 2004	December 31, 2003
ASSETS		
Current assets:		
Cash	$ 66,558	$ 25,765
Prepaid expenses	727	–
Total current assets	67,285	25,765
Fixed assets, net	28,743	1,570
Other assets:		
Intellectual property and patents	8,000,000	8,000,000
Debt issuance costs, net	82,875	–
Total assets	$ 8,178,903	$ 8,027,335
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 9,000	$ 460,874
Due to related parties	160,000	340,000
Convertible notes payable	921,985	333,675
Accrued expenses payable	258,989	743
Total current liabilities	1,349,974	1,135,292
Shareholders' equity:		
Preferred stock, no par value, 5,000,000 shares authorized, 32,000 and 16,000 shares issued and outstanding	32	16
Common stock, no par value, 50,000,000 shares authorized, 24,852,671 and 7,930,320 shares issued and outstanding	24,852	7,930
Additional paid in capital	9,048,984	7,996,062
Subscriptions receivable	(4,008)	(4,008)
Deficit accumulated during the development stage	(2,240,931)	(1,107,957)
Total stockholders' equity	6,828,929	6,892,043
Total liabilities and shareholders' equity	$ 8,178,903	$ 8,027,335

See accompanying notes to financial statements.

TechnoConcepts, Inc.
(A Corporation In The Development Stage)
Statements of Operations

	January 1, 2004 To September 30, 2004	May 26, 2003 (Date of Inception) To December 31, 2003	May 26, 2003 (Date of Inception) To September 30, 2004
Revenues:			
Earned revenue	$ –	$ –	$ –
Operating expenses:			
General and administrative	880,812	1,107,214	1,988,026
Total operating loss	(880,812)	(1,107,214)	(1,988,026)
Other income (expense):			
Other income	3,000	–	3,000
Interest expense, net	(53,894)	(743)	(54,637)
Debt issue costs	(201,268)	–	(201,268)
Net loss	$ (1,132,974)	$ (1,107,957)	$ (2,240,931)
Weighted shares outstanding:			
Basic	19,424,421	7,930,320	
Diluted	19,424,421	7,930,320	
Loss per share:			
Basic	$ (.06)	$ (.14)	
Diluted	(.06)	(.14)	

See accompanying notes to financial statements.

TechnoConcepts Inc.
(A Corporation In The Development Stage)
Comprehensive Statement of Stockholders' Equity
From May 26, 2003 (Date of Inception) To September 30, 2004

	Preferred Stock		Common Stock		Paid-In	Subscriptions	Accumulated Deficit
	Shares	Amount	Shares	Amount	Capital	Receivable	During Development Stage
Balances, beginning of period	–	$–	–	$–	$–	$ –	$ –
Shares issued for:							
Initial capitalization	8,000	8	4,000,000	4,000	–	–	–
Subscription receivable from founders	–	–	–	–	–	(4,008)	–
Acquisition of Technoconcepts (CA)	8,000	8	3,930,320	3,930	7,996,062	–	
Net loss	–	–	–	–	–	–	(1,107,957)
Balances, December 31, 2003	16,000	16	7,930,320	7,930	7,996,062	(4,008)	(1,107,957)
Shares issued for:							
Conversion of debentures	–	–	697,641	698	315,977	–	–
Consulting services	–	–	4,525,030	4,525	464,348	–	–
Effect of merger	16,000	16	11,699,680	11,699	(11,546)	–	–
Beneficial conversion feature from issuance of convertible debenture	–	–	–	–	284,143	–	
Net loss	–	–	–	–	–	–	(1,132,974)
	32,000	$32	24,852,671	$24,852	$9,048,984	$ (4,008)	$ (2,240,931)

See accompanying notes to financial statements.

TechnoConcepts, Inc.
(A Corporation In The Development Stage)
Statements of Cash Flows

	January 1, 2004 To September 30, 2004	May 26, 2003 (Date of Inception) To December 31, 2003	May 26, 2003 (Date of Inception) To September 30, 2004
Cash flows from operating activities:			
Net loss	$ (1,132,974)	$ (1,107,957)	$ (2,240,931)
Adjustments to reconcile net loss from operations to net cash used in operating activities:			
Depreciation	1,556	–	1,556
Amortization of debt issuance cost	201,268	–	201,268
Changes in operating assets and liabilities:			
Increase in prepaid expenses	(727)	–	(727)
Increase in accounts payable	21,452	460,873	482,325
Increase in accrued expenses	73,777	340,744	414,521
Net cash used in operating activities	(835,648)	(306,340)	(1,141,988)
Cash flows from investing activities:			
Acquisition of fixed assets	(28,559)	(1,570)	(30,129)
Cash flows from financing activities:			
Proceeds from notes payable	905,000	333,675	1,238,675
Net increase in cash and cash equivalents	40,793	25,765	66,558
Cash and cash equivalents, beginning of period	25,765	–	–
Cash and cash equivalents, end of period	$ 66,558	$ 25,765	$ 66,558
Supplemental cash flow information:			
Interest paid	$ –	$ –	$ –
Income taxes paid	$ –	$ –	$ –
Non-cash investing and financing activities			
Acquisition of intellectual property	$ –	$ 8,000,000	$ –
Shares issued in payment of consulting fees	464,348	–	464,348
Shares issued for conversion of convertible debt	316,675	–	316,675

See accompanying notes to financial statements.

TechnoConcepts, Inc.
(A Corporation In The Development Stage)
Notes to Financial Statement
September 30, 2004

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of the business - TechnoConcepts is in the business of designing, developing, and marketing wireless communications solutions. In addition to developing a four-channel high speed instrumentation analog-to-digital converter; a 1.6 GHz delta-sigma modulator; and mixed-signal, multi-chip circuit modules, TechnoConcepts has developed a technology which it has named True Software Radio ("TSR"). TSR replaces conventional analog circuitry with a combination of proprietary delta-sigma converters and software based digital signal processing, allowing wireless signals such as from cell phones, radios, or television broadcasts to be processed and translated at the point of origin. TSR enables a communications device to communicate with any other communications device even in the event that both are using different protocols, such as CDMA, TDMA or GSM. The Company was incorporated under the laws of the State of Nevada in May, 2003.

Development stage company - The Company is in the development stage in accordance with Statements of Financial Accounting Standards (SFAS) No. 7 "Accounting and Reporting by Development Stage Enterprises".

Pervasiveness of estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income taxes - Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due plus deferred taxes related primarily to differences between the recorded book basis and tax basis of assets and liabilities for financial and income tax reporting. The deferred tax assets and liabilities represent the future tax return consequences of those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. Deferred taxes are also recognized for operating losses that are available to offset future taxable income and tax credits that are available to offset future federal income taxes.

Cash and Equivalents - The Company considers investments with an initial maturity of three months or less to be a cash equivalent.

Bad debts - The company recognizes bad debts under the direct write-off method. The Company has not had any bad debts since inception.

Accounting for convertible debt securities -The Company has issued convertible debt securities with non-detachable conversion features. The Company has recorded the fair value of the beneficial conversion features and is amortizing them as interest expense over the term of the related debt.

TechnoConcepts, Inc.
(A Corporation In The Development Stage)
Notes to Financial Statement
September 30, 2004

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
Continued

Stock Based Compensation - In October 1995, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards (SFAS) No. 123, "Accounting for Stock-Based Compensation". The Company currently accounts for its stock-based compensation plans using the accounting prescribed by Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees". As the Company is not required to adopt the fair value based recognition provisions prescribed under SFAS No. 123, as amended, it has elected only to comply with the disclosure requirements set forth in the statement which includes disclosing pro forma net income (loss) and earnings (loss) per share as if the fair value based method of accounting had been applied.

The fair value of each option grant was estimated on the date of the grant using the Black-Scholes option-pricing model with the following weighted average assumptions for the fiscal year ended September 30, 2004: expected volatility of 70%; risk free interest rate of between 3.36% and 3.69%; and expected lives of 5 years.

The effects of applying SFAS No. 123, as amended, in the above pro forma disclosures are not indicative of future amounts as they do not include the effects of awards granted prior to Fiscal 1996. Additionally, future amounts are likely to be affected by the number of grants awarded since additional awards are generally expected to be made at varying amounts.

The pro forma net loss and loss per share consists of the following:

	September 30, 2004	December 31, 2003
Net loss as reported	$ (1,132,974)	$ (1,107,957)
Effect of stock options, net of tax	99,606	–
Proforma net loss	$ (1,232,580)	$ (1,107,957)
Proforma diluted loss per share	$ (.06)	$ (.14)

Fixed assets - Fixed assets are stated at cost. Depreciation is provided at the time property and equipment is placed in service using the straight-line method over the estimated useful lives of the assets, which is 5 years.

TechnoConcepts, Inc.
(A Corporation In The Development Stage)
Notes to Financial Statement
September 30, 2004

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
Continued

Loss per share - The Company has adopted SFAS No. 128 “Earnings Per Share”. Basic loss per share is computed by dividing the loss available to common shareholders by the weighted-average number of common shares outstanding. Diluted loss per share is computed in a manner similar to the basic loss per share, except that the weighted-average number of shares outstanding is increased to include all common shares, including those with the potential to be issued by virtue of warrants, options, convertible debt and other such convertible instruments. Diluted earnings per share contemplates a complete conversion to common shares of all convertible instruments only if they are dilutive in nature with regards to earnings per share. Since the Company has incurred net losses for all periods, and since there are no convertible instruments, basic loss per share and diluted loss per share are the same.

Intellectual Property - Intellectual property consists of patents, copyrights and trademarks purchased from TechnoConcepts (CA) (Note 8). These assets are being used in the development of the Company’ s products. Upon the products reaching salability, the Company will amortize these assets over a five year period on a straight-line basis.

Research and Development Costs - Research and development costs are charged to expense as incurred. Equipment used in research and development with alternative uses is capitalized. Research and development costs include internal costs and payments to consultants.

Recent Accounting Pronouncements - The following accounting pronouncements if implemented would have no effect on the financial statements of the Company.

In January 2003, (as revised in December 2003) The Financial Accounting Standards Board (“FASB”) issued Interpretation No. 46, “Consolidation of Variable Interest Entities”, an interpretation of Accounting Research Bulletin (“ARB”) No. 51. “Consolidated Financial Statements”. Interpretation No. 46 addresses consolidation by business enterprises of variable interest entities, which have one or both of the following characteristics: (i) the equity investment at risk is not sufficient to permit the entity to finance its activities without additional subordinated support from other parties, which is provided through other interest that will absorb some or all of the expected losses of the entity; (ii) the entity the investors lack one or more of the following essential characteristics of a controlling financial interest: the direct or indirect ability to make decisions about the entities activities through voting rights or similar rights; or the obligation to absorb the expected losses of the entity if they occur, which makes it possible for the entity if they occur, which is the compensation for the risk of absorbing the expected losses.

TechnoConcepts, Inc.
(A Corporation In The Development Stage)
Notes to Financial Statement
September 30, 2004

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
Continued

Recent Accounting Pronouncements – (Continued)

Interpretation No. 46, as revised, also requires expanded disclosures by the primary beneficiary (as defined) of a variable interest entity and by an enterprise that holds a significant variable interest in a variable interest entity but is not the primary beneficiary.

Interpretation No. 46, as revised, applies to small business issuers no later than the end of the first reporting period that ends after December 15, 2004. The effective date includes those entities to which Interpretation 46 had previously applied. However, prior to the required application of Interpretation 46, a public entity that is a small business issuer shall apply Interpretation 46 or this Interpretation to those entities that are considered to be special-purpose entities no later than as of the end of the first reporting period that ends after December 15, 2003.

Interpretation No. 46 may be applied prospectively with a cumulative-effect adjustment as of the date which it is first applied or by restating previously issued financial of the first year restated.

In April 2003, the FASB issued SFAS No. 149, “Amendment of Statement 133 on Derivative Instruments and Hedging Activities”. SFAS No. 149 amends and clarifies financial accounting and reporting for derivative instruments, including certain derivative instruments embedded in other contracts (collectively referred to as derivatives) and for hedging activities under SFAS No. 133, “Accounting for Derivative Instruments and Hedging Activities”. The changes in SFAS No. 149 improve financial reporting by requiring that contracts with comparable characteristics be accounted for similarly. This statement is effective for contracts entered into or modified after June 30, 2003 and all of its provisions should be applied prospectively.

TechnoConcepts, Inc.
(A Corporation In The Development Stage)
Notes to Financial Statement
September 30, 2004

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
Continued

Recent Accounting Pronouncements – (Continued)

In May 2003, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards ("SFAS") No. 150, "Accounting For Certain Financial Instruments with Characteristics of both Liabilities and Equity". SFAS No. 150 changes the accounting for certain financial instruments with characteristics of both liabilities and equity that, under previous pronouncements, issuers could account for as equity. The new accounting guidance contained in SFAS No. 150 requires that those instruments be classified as liabilities in the balance sheet.

SFAS No. 150 affects the issuer' s accounting for three types of freestanding financial instruments. One type is a mandatorily redeemable share, which the issuing company is obligated to buy back in exchange for cash or other assets. A second type includes put options and forward purchase contracts, which involves instruments that do or may require the issuer to buy back some of its shares in exchange for cash or other assets. The third type of instruments that are liabilities under this Statement is obligations that can be settled with shares, the monetary value of which is fixed, tied solely or predominantly to a variable such as a market index, or varies inversely with the value of the issuers' shares. SFAS No. 150 does not apply to features embedded in a financial instrument that is not a derivative in its entirety.

Most of the provisions of Statement 150 are consistent with the existing definition of liabilities in FASB Concepts Statement No. 6, "Elements of Financial Statements". The remaining provisions of this Statement are consistent with the FASB' s proposal to revise that definition to encompass certain obligations that a reporting entity can or must settle by issuing its own shares. This Statement shall be effective for financial instruments entered into or modified after May 31, 2003 and otherwise shall be effective at the beginning of the first interim period. Beginning after June 15, 2003, except for mandatorily redeemable financial instruments of a non-public entity, as to which the effective date is for fiscal periods beginning after December 15, 2004.

Fair Value

The Company has a number of financial instruments, none of which is held for trading purposes. The Company estimates that the fair value of all financial instruments at September 30, 2004 and December 31, 2003, does not differ materially from the aggregate carrying values of these financial instruments recorded in the accompanying balance sheets. The estimated fair value amounts have been determined by the Company using available market information and appropriate valuation methodologies. Considerable judgment is necessarily required in interpreting market data to develop the estimates of fair value, and, accordingly, the estimates are not necessarily indicative of the amounts that the Company could realize in a current market exchange.

TechnoConcepts, Inc.
(A Corporation In The Development Stage)
Notes to Financial Statement
September 30, 2004

NOTE 2 FIXED ASSETS

Fixed assets are comprised of the following:

	September 30, 2004	December 31, 2003
Computer equipment	$ 30,451	$ 1,570
Accumulated depreciation	1,708	–
	$ 28,743	$ 1,570

NOTE 3 CONVERTIBLE NOTES PAYABLE

In November and December 2003, the Company entered into various unsecured convertible note agreements for receipt of $333,675. These notes carry an interest rate of between 8% to 11% per annum, with all interest and principal due in April, 2004. At the time of maturity, notes totaling $316,675 were converted into 697,641 shares of common stock. The balance of notes totaling $17,000 have not yet been converted and are currently in default.

NOTE 4 CONVERTIBLE DEBENTURES

In January and February 2004, the Company issued into convertible notes aggregating $905,000. The notes incur interest at the rate of 10% per annum and are due on January 31, 2005. The notes are convertible any time after June 30, 2004 at a conversion price of $1.75 per common share. Interest is payable quarterly, in cash or stock. The Company has not paid the interest due April 30, July 31, and October 31, 2004. As a result, the notes are currently in default.

NOTE 5 RELATED PARTY TRANSACTIONS

Two founders of the Company have performed consulting services for which the Company has paid or accrued consulting fees. For the period ended December 31, 2003, consulting services of $500,000 were provided by these founders. Of this amount, $160,000 was paid in 2003 and $180,000 was paid in 2004. The remaining balance of $160,000 is accrued at September 30, 2004. In addition these founders received 1,109,184 shares in the original capitalization of the Company.

TechnoConcepts, Inc.
(A Corporation In The Development Stage)
Notes to Financial Statement
September 30, 2004

NOTE 6 INCOME TAXES

At September 30, 2004, the Company has a net loss carry forward totaling $1,622,781 that may be offset against future taxable income through 2023. No tax benefit has been reported in the financial statements, however, because the Company believes there is a chance that the carry forward will expire unused. Accordingly, the tax benefit of the loss carry forward has been offset by a valuation allowance of the same amount.

Deferred income taxes are comprised of the following:

	September 30, 2004	December 31, 2003
Net operating loss	$ 645,996	$ 122,325
Consulting fees	–	183,586
Interest payable	103,098	–
Related party consulting fees	63,693	135,437
	812,787	441,348
Less: valuation allowance	812,787	441,348
	$ –	$ –

The valuation allowance will be evaluated at the end of each year, considering positive and negative evidence about whether the asset will be realized. At the time the allowance will either be increased or reduced; Reduction could result in the partial or complete elimination of the allowance if positive evidence indicates that the value of the deferred tax asset is no longer required. It is management' s position that the deferred tax asset be recorded when there is positive evidence it will be realized.

Income tax expense is comprised of the following:

	September 30, 2004	December 31, 2003
Current:		
Federal	$ –	$ –
State	–	–
	–	–
Deferred:		
Federal	–	–
State	–	–
Total income tax expense	$ –	$ –

TechnoConcepts, Inc.
(A Corporation In The Development Stage)
Notes to Financial Statement
September 30, 2004

NOTE 7 GOING CONCERN

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. The Company has a working capital deficiency of $1,282,689 at September 30, 2004, and a cumulative loss from operation of $2,240,931 and a negative cash flow from operations of $1,141,988, which raises substantial doubt about its ability to continue as a going concern. These financial statements do not include any adjustment that might result from the outcome of this uncertainty.

The Company' s ability to continue as a going concern is dependent upon a successful future public offering and ultimately achieving profitable operations. Towards these ends, the Company raised $5,775,000 through two offerings of securities in November 2004 (note 11). There is no assurance that the Company will be successful in its efforts to raise additional proceeds or achieve profitable operations. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

NOTE 8 ACQUISITION OF TECHNOLOGY CONSULTING PARTNERS, INC.

In February, 2004, the Company completed an Agreement and Plan of Merger By and Between Technology Consulting Partners, Inc. ”Registrant”, and the Company, pursuant to which the Registrant acquired all of the outstanding shares of TechnoConcepts capital stock in exchange for a controlling interest in the Registrant. The Exchange has been accounted for as a recapitalization of Technology Consulting Partners, Inc. with TechnoConcepts, Inc. as the acquirer (a “reverse acquisition”).

NOTE 9 FAILED ACQUISITION OF G-2 SOFTWARE SYSTEMS

In July 2004, the Company agreed to acquire G-2 Software Systems, Inc. in exchange for $9,500,000. In December 2004, the Company determined not to complete the transaction.

NOTE 10 LEASE COMMITMENT

In June 2004, the Company entered into a rental agreement for office and lab space. The agreement calls for rent totaling $1,204 per month on a month-to-month basis.

TechnoConcepts, Inc.
(A Corporation In The Development Stage)
Notes to Financial Statement
September 30, 2004

NOTE 11 SUBSEQUENT EVENTS

On November 17, 2004 the Company entered into a securities purchase agreement (the "Purchase Agreement"), a registration rights agreement (the "Registration Rights Agreement"), and a security agreement (the "Security Agreement") with certain institutional investors (the "Buyers"). Pursuant to the Purchase Agreement, the Company agreed to sell, and the Buyers agreed to purchase, 7% Secured Convertible Debentures (the "Debentures") in the aggregate principal amount of $3,775,000 and warrants ("Warrants") exercisable for a total of 608,000 shares of the Company' s common stock, par value $.001 per share ("Common Stock"), one half of which are exercisable at $3.50 per share and one half of which are exercisable at $4.00 per share. Net proceeds to the Company from this transaction was approximately $3,442,000, after the payment of commissions and expenses.

The Debentures are due and payable on November 17, 2006 and are convertible into shares of Common Stock at $2.50 per share, subject to certain customary anti-dilution adjustments. Interest on the Debentures is due quarterly on the last day of each calendar quarter and may, at the Company' s discretion, be paid in cash or shares of Common Stock assuming certain conditions are satisfied (including, that the shares of Common Stock issuable upon conversion of the Debentures have been registered for resale to the public with the Securities and Exchange Commission ("SEC")). In addition, the Company may require the conversion of the Debentures into shares of Common Stock if certain conditions are satisfied, including without limitation, that the average trading price of the Common Stock exceeds $7.00 per share for not less than 22 consecutive trading days. On the first day of each month commencing on December 1, 2005, the Company is required to redeem one-twelfth of the original principal amount of the Debentures.

In addition, the Company entered into a securities purchase agreement also dated as of November 17, 2004, (the "Preferred Stock Purchase Agreement"), with an institutional investor (the "Preferred Stock Buyer"), pursuant to which the Company sold, and the Preferred Stock Buyer purchased, 800 shares of Series B Preferred Stock of the Company (the "Preferred Shares") and Warrants exercisable for a total of 320,000 shares of the Company' s common stock for consideration of $2,000,000. The Warrants are identical to the Warrants issued to the Buyers.

Exhibit 3.1

FILED
DONETTA DAVIDSON
COLORADO SECRETARY OF STATE

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ABOVE SPACE FOR OFFICE USE ONLY

ARTICLES OF INCORPORATION Form 7.102.102.1 revised 11/13/00 Filing fee: $50.00 This document must be typed or machine printed. If more space is required, continue on attached 8 1/2" x 11" sheet(s). Deliver 2 copies to: Colorado Secretary of State, Business Division, 1560 Broadway, Suite 200, Denver, CO 80202-5169 Please include a typed or machine printed, self-addressed, envelope. For filing requirements, see Sections 7-90-301 and 7-102-102, Colorado Revised Statutes For more information, see the Citizen's Guide to the Business Division on our Web site, http://www.sos.state.co.us Questions? Contact the Business Division: voice 303 894 2251, fax 303 894 2242 or e-mail sos.business@state.co.us

The undersigned, acting as the incorporator of a corporation for profit pursuant to Section 7-102-102, Colorado Revised Statutes (C.R.S.), delivers these Articles of Incorporation to the Colorado Secretary of State for filing, and states as follows:

1. The entity name of the corporation is: Technology Consulting Partners, Inc.

The entity name of a corporation must contain the term "corporation", "incorporated", "company", or "limited", or an abbreviation of any of these terms Section 7-90-601 (3)(a), C.R.S.

2. The total number of shares that the corporation is authorized to issue is 50,000,000 shares of common stock and 10,000,000 shares of preferred stock.

3. The street address of the corporation's initial registered office and the name of its initial registered agent at that office are: Street Address (must be a street or other physical address in Colorado) 9282 S. Fox Fire Ln. Highlands Ranch, CO 80129 If mail is undeliverable to this address, ALSO include a post office box address: _____; Name Frederick R. Clark Jr.

4. The address of the corporation's initial principal office is: 9282 S. Fox Fire Ln. Highlands Ranch, CO 80129

5. The name and address of the incorporator is:
Name Frederick R. Clark Jr.
Address 9282 S. Fox Fire Ln. Highlands Ranch, CO 80129

6. The undersigned consents to appointment as the corporation's initial registered agent:

Registered Agent Frederick R. Clark Jr.

/s/ Frederick R. Clark Jr. Signer's Name-printed Frederick R. Clark Jr.

(individual's signature)

7. The address to which the Secretary of State may send a copy of this document upon completion of filing (or to which the Secretary of State may return this document if filing is refused) is: 9282 S. Fox Fire Ln. Highlands Ranch, CO 80129

Incorporator Frederick R. Clark Jr.

/s/ Frederick R. Clark Jr. Signer's Name-printed Frederick R. Clark Jr.

(individual's signature)

OPTIONAL. The electronic mail and/or Internet address for this entity is/are: e-mail clarkrickcyndi@qwest.net Web site _____

The Colorado Secretary of State may contact the following authorized person regarding this document: name Frederick R. Clark Jr. address 9282 S. Fox Fire Ln. Highlands Ranch, CO 80129 Voice 303-683-1535 fax 303-683-1535 e-mail clarkrickcyndi@qwest.net

Disclaimer: This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

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DONETTA DAVIDSON
COLORADO SECRETARY OF STATE

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NCGS

RESTATED ARTICLES OF INCORPORATION

WITH AMENDMENTS

OF

TECHNOLOGY CONSULTING PARTNERS, INC.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Corporation, pursuant to the provisions of the Colorado Business Corporation Act, does hereby adopt these Restated Articles of Incorporation with Amendments.

By written informal action, unanimously taken by the Board of Directors of the Corporation, pursuant to and in accordance with Section 7-108-202 of the Colorado Business Corporation Act, the Board of Directors of the Corporation duly advised the foregoing Restated Articles of Incorporation with Amendments, and by written informal action unanimously taken by the stockholders of the Corporation in accordance with Section 7-107-104 of the Colorado Business

Corporation Act, the stockholders of the Corporation duly approved said Restated Articles of Incorporation with Amendments. The effective date of the directors' written informal action is October 31, 2001, and the effective date of the stockholders' informal action is October 31, 2001.

The provisions set forth in these Restated Articles of Incorporation with Amendments supersede the original Articles of Incorporation and all amendments thereto.

The Articles of Incorporation of the Corporation are hereby amended by striking in their entirety paragraphs 1 through 7, inclusive, and by substituting in lieu thereof the following:

ARTICLE I
NAME

The name of the Corporation shall be: Technology Consulting Partners, Inc.

ARTICLE II
PRINCIPAL STREET ADDRESS

The principal street address of the Corporation shall be: 9282 South Fox Fire Lane, Highlands Ranch, Colorado 80129.

ARTICLE III
PERIOD OF DURATION

The Corporation shall exist in perpetuity, from and after the date of filing these Articles of Incorporation with the Secretary of State of the State of Colorado unless dissolved according to law.

ARTICLE IV
CAPITAL STOCK

THE AGGREGATE NUMBER OF SHARES WHICH THIS CORPORATION SHALL HAVE AUTHORITY TO ISSUE IS FIFTY MILLION (50,000,000) SHARES OF NO PAR VALUE EACH, WHICH SHARES SHALL BE DESIGNATED "COMMON STOCK"; AND TEN MILLION (10,000,000) SHARES OF NO PAR VALUE EACH, WHICH SHARES SHALL BE DESIGNATED "PREFERRED STOCK" AND WHICH MAY BE ISSUED IN ONE OR MORE SERIES AT THE DISCRETION OF THE BOARD OF DIRECTORS. In establishing a series the Board of Directors shall give to it a distinctive designation so as to distinguish it from the shares of all other series and classes, shall fix the number of shares in such series, and the preferences, rights and restrictions thereof. All shares of any one series shall be alike in every particular except as otherwise provided by these Articles of Incorporation or the Colorado Business Corporation Act.

1. Dividends. Dividends in cash, property or shares shall be paid upon the Preferred Stock for any year on a cumulative or noncumulative basis as determined by a resolution of the Board of Directors prior to the issuance of such Preferred Stock, to the extent earned surplus for each such year is available, in an amount as determined by a resolution of the Board of Directors. Such Preferred Stock dividends shall be paid pro rata to holders of Preferred Stock in any amount not less than nor more than the rate as determined by a resolution of the Board of Directors prior to the issuance of such Preferred Stock. No other dividend shall be paid on the Preferred Stock.

Dividends in cash, property or shares of the Corporation may be paid upon the Common Stock, as and when declared by the Board of Directors, out of funds of the Corporation to the extent and in the manner permitted by law, except that no Common Stock dividend shall be paid for any year unless the holders of

Preferred Stock, if any, shall receive the maximum allowable Preferred Stock dividend for such year.

2. Distribution in Liquidation. Upon any liquidation, dissolution or winding up of the Corporation, and after paying or adequately providing for the payment of all its obligations, the remainder of the assets of the Corporation shall be distributed, either in cash or in kind, first pro rata to the holders of the Preferred Stock until an amount to be determined by a resolution of the Board of Directors prior to issuance of such Preferred Stock, has been distributed per share, and, then, the remainder pro rata to the holders of the Common Stock.

3. Redemption. The Preferred Stock may be redeemed in whole or in part as determined by a resolution of the Board of Directors prior to the issuance of such Preferred Stock, upon prior notice to the holders of record of the Preferred Stock, published, mailed and given in such manner and form and on such other terms and conditions as may be prescribed by the Bylaws or by resolution of the Board of Directors, by payment in cash or Common Stock for each share of the Preferred Stock to be redeemed, as determined by a resolution of the Board of Directors prior to the issuance of such Preferred Stock. Common Stock used to redeem Preferred Stock shall be valued as determined by a resolution of the Board of Directors prior to the issuance of such Preferred Stock. Any rights to or arising from fractional shares shall be treated as rights to or arising from one share. No such purchase or retirement shall be made if the capital of the Corporation would be impaired thereby.

If less than all the outstanding shares are to be redeemed, such redemption may be made by lot or pro rata as may be prescribed by resolution of the Board of Directors; provided, however, that the Board of Directors may alternatively invite from shareholders offers to the Corporation of Preferred

Stock at less than an amount to be determined by a resolution of the Board of Directors prior to issuance of such Preferred Stock, and when such offers are invited, the Board of Directors shall then be required to buy at the lowest price or prices offered, up to the amount to be purchased.

From and after the date fixed in any such notice as the date of redemption (unless default shall be made by the Corporation in the payment of the redemption price), all dividends on the Preferred Stock thereby called for redemption shall cease to accrue and all rights of the holders thereof as stockholders of the Corporation, except the right to receive the redemption price, shall cease and terminate.

Any purchase by the Corporation of the shares of its Preferred Stock shall not be made at prices in excess of said redemption price.

4. Voting Rights; Cumulative Voting. Each outstanding share of Common Stock shall be entitled to one vote and each fractional share of Common Stock shall be entitled to a corresponding fractional vote on each matter submitted to a vote of shareholders. A majority of the shares of Common Stock entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. Except as otherwise provided by these Articles of Incorporation or the Colorado Business Corporation Act, if a quorum is present, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders. When, with respect to any action to be taken by shareholders of this Corporation, the laws of Colorado require the vote or concurrence of the holders of two-thirds of the

outstanding shares, of the shares entitled to vote thereon, or of any class or series, such action may be taken by the vote or concurrence of a majority of such shares or class or series thereof. Cumulative voting shall not be allowed in the election of directors of this Corporation.

Shares of Preferred Stock shall only be entitled to such vote as is determined by the Board of Directors prior to the issuance of such stock, except as required by law, in which case each share of Preferred Stock shall be entitled to one vote.

5. Conversion Rights. Holders of shares of Preferred Stock may be granted the right to convert such Preferred Stock to Common Stock of the Corporation on such terms as may be determined by the Board of Directors prior to issuance of such Preferred Stock.

ARTICLE V
INDEMNIFICATION

The Corporation may indemnify any director, officer, employee, fiduciary, or agent of the Corporation to the full extent permitted by the Colorado Business Corporation Act as in effect at the time of the conduct by such person.

ARTICLE VI
AMENDMENTS

The Corporation reserves the right to amend its Articles of Incorporation from time to time accordance with the Colorado Business Corporation Act.

ARTICLE VII
ADOPTION OF BYLAWS

The initial Bylaws of the Corporation shall be adopted by its board of directors. The Bylaws may contain any provisions for the regulation and management of the affairs of the Corporation not inconsistent with law or these Articles of Incorporation.

ARTICLE VIII
BOARD OF DIRECTORS

The number of directors of the Corporation shall be fixed by the Bylaws of the Corporation. The board of directors of the Corporation shall consist of at least one (1) director, which number may be increased or decreased, to not less than one (1), by resolution of the Board of Directors. The names and addresses of the Directors of the Corporation as of the date of these Restated Articles of Incorporation with Amendments are as follows:

FREDERICK R. CLARK, JR.	JAMES H. WATSON, JR.
9282 SOUTH FOX FIRE LANE	1869 WEST LITTLETON BOULEVARD
HIGHLANDS RANCH, CO 80129	LITTLETON, CO 80120

ARTICLE IX
LIMITATION OF LIABILITY OF
DIRECTORS TO CORPORATIONS AND SHAREHOLDERS

No director shall be liable to the Corporation or any shareholder for monetary damages for breach of fiduciary duty as a director, except for any matter in respect of which such director (a) shall be liable under C.R.S.

Section 7-108-403 or any amendment thereto or successor provision thereto; (b) shall have breached the director's duty of loyalty to the Corporation or its shareholders; (c) shall have not acted in good faith or, in failing to act, shall not have acted in good faith; (d) shall have acted or failed to act in a manner involving intentional misconduct or a knowing violation of law; or (e) shall have derived an improper personal benefit. Neither the amendment nor repeal of this Article, nor the adoption of any provision in the Articles of Incorporation inconsistent with this Article, shall eliminate or reduce the effect of this Article in respect of any matter occurring prior to such amendment, repeal or adoption of an inconsistent provision. This Article shall apply to the full extent now permitted by Colorado law or as may be permitted in the future by changes or enactments in Colorado law, including without limitation C.R.S. Section 7-102-102 and/or C.R.S. Section 7-103-____

ARTICLE X
REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the Corporation is 9282 South Fox Fire Lane, Highlands Ranch, Colorado 80129, and the name of the initial registered agent at such address is Frederick R. Clark, Jr. Further the registered office or the registered agent may be changed in the manner permitted by law. The undersigned consents to his appointment as registered agent of the Corporation.

/s/ Frederick R. Clark, Jr.

Frederick R. Clark, Jr.

IN WITNESS WHEREOF, Technology Consulting Partners, Inc. has caused these presents to be signed in its name and on behalf of its President and attested by its Secretary on this 14th day of June 2002, and its President acknowledges that these Restated Articles of Incorporation with Amendments are the act and deed of Technology Consulting Partners, Inc., and, under the penalties of perjury, that the matters and facts set forth herein with respect to authorization and approval are true in all material respects to the best of his/her knowledge, information and belief.

ATTEST: TECHNOLOGY CONSULTING PARTNERS, INC.

/s/ Frederick R. Clark Jr. BY: /s/ Frederick R. Clark Jr.

Frederick R. Clark, Jr., Secretary Frederick R. Clark, Jr., President

had such shares been converted immediately prior to such Exchange Transaction, and in any such case appropriate provisions shall be made with respect to the rights and interests of such Holder to the end that the provisions hereof (including, without limitation, provisions for the adjustment of the Conversion Price and of the number of shares issuable upon a Conversion) shall thereafter be applicable as nearly as may be practicable in relation to any securities thereafter deliverable upon the Conversion of such Preferred Shares. The

Corporation shall not effect any Exchange Transaction unless (i) it first gives to each Holder twenty (20) days prior written notice of such Exchange Transaction (an "Exchange Notice"), and makes a public announcement of such event at the same time that it gives such notice and (ii) the resulting successor or acquiring entity (if not the Corporation) assumes by written instrument the obligations of the Corporation hereunder, including the terms of this subparagraph 5(c), and any other agreement relating to the rights of Holders.

(d) Distribution of Assets. If the Corporation or any of its subsidiaries shall declare or make any distribution of cash, evidences of indebtedness or other securities or assets (other than cash dividends or distributions payable out of earned surplus or net profits for the current or the immediately preceding year), or any rights to acquire any of the foregoing, to holders of Common Stock (or to a holder of the common stock of any such subsidiary) as a partial liquidating dividend, by way of return of capital or otherwise, including any dividend or distribution in shares of capital stock of a subsidiary of the Corporation (collectively, a "Distribution"), then, upon a Conversion by a Holder occurring after the record date for determining stockholders entitled to such Distribution, the Floating Conversion Price (for all Conversions occurring during the Initial Conversion Period) or the Fixed Conversion Price (for all Conversions occurring after the last day of the Initial Conversion Period) for Preferred Shares not converted prior to the record date of a Distribution shall be reduced to a price determined by decreasing such Conversion Price in effect immediately prior to the record date of the Distribution by an amount equal to the fair market value of the assets so distributed with respect to each share of Common Stock, such fair market value to be determined by an investment banking firm selected by the Holders of at least two-thirds (2/3) of the Preferred Shares then outstanding and reasonably acceptable to the Corporation.

(e) Adjustment Pursuant to Other Agreements. In addition to and without limiting in any way the adjustments provided in this Section 5, the Conversion Price shall be adjusted as may be required by the provisions of any other agreement between the Corporation and the Holders.

(f) No Fractional Shares. If any adjustment under this Section would create a fractional share of Common Stock or a right to acquire a fractional share of Common Stock, such fractional share shall be disregarded and the number of shares of Common Stock issuable upon Conversion shall be the next higher number of shares or, at the option of the Corporation, shall be paid in cash in an amount calculated by multiplying the amount of the fractional share times the Closing Bid Price used to calculate the Conversion Price for such Conversion.

6. MANDATORY REDEMPTION BY HOLDER.

(a) Mandatory Redemption. In the event that a Mandatory Redemption Event (as defined below) occurs, each Holder shall have the right to have all or any portion of the Preferred Shares held by such Holder redeemed by the Corporation (a "Mandatory Redemption") at the Mandatory Redemption Price (as defined herein) in same day funds. In order to exercise its right to effect a Mandatory Redemption, a Holder must deliver a written notice (a "Mandatory Redemption Notice") to the Corporation at any time on or before the Business Day following the day on which such event is no longer continuing.

(b) Mandatory Redemption Event. Each of the following events shall be deemed a "Mandatory Redemption Event":

(i) the Corporation fails for any reason (including without limitation as a result of not having a sufficient number of shares of Common Stock authorized and reserved for issuance, or as a result of the limitation contained in Section 5(a) hereof), due to voluntary action undertaken by the Corporation

or a failure by the Corporation to take action, to issue shares of Common Stock to a Holder and deliver certificates representing such shares to such Holder as and when required by the provisions hereof upon Conversion of any Preferred Shares, and such failure continues for ten (10) Business Days;

(ii) the Corporation breaches, in a material respect, due to voluntary action undertaken by the Corporation or a failure by the Corporation to take action, any covenant or other material term or condition of this Certificate, or any other agreement, document, certificate or other instrument delivered in connection with the transactions contemplated thereby, and such breach continues for a period of five (5) Business Days after written notice thereof to the Corporation from a Holder;

(iii) any material representation or warranty made by the Corporation in any agreement, document, certificate or other instrument delivered to Holder prior to the Issue Date is inaccurate or misleading in any material respect as of the date such representation or warranty was made due to voluntary action undertaken by the Corporation or a failure by the Corporation to take action;

(c) Mandatory Redemption Price. The "Mandatory Redemption Price" shall be equal to the greater of (i) the Liquidation Preference of the Preferred Shares being redeemed multiplied by one hundred and twenty five percent (125%) and (ii) an amount determined by dividing the Liquidation Preference of the Preferred Shares being redeemed by the Conversion Price in effect on the Mandatory Redemption Date and multiplying the resulting quotient by the average Closing Bid Price for the Common Stock on the five (5) Trading Days immediately preceding (but not including) the Mandatory Redemption Date.

(d) Payment of Mandatory Redemption Price.

(i) The Corporation shall pay the Mandatory Redemption Price to the Holder exercising its right to redemption on the later to occur of (i) the fifth (5th) Business Day following the Mandatory Redemption Date and (ii) the date on which the Preferred Shares being redeemed are delivered by the Purchaser to the Corporation for cancellation.

(ii) If Corporation fails to pay the Mandatory Redemption Price to the Holder within five (5) Business Days of the Mandatory Redemption Date, the Holder shall be entitled to interest thereon, from and after the Mandatory Redemption Date until the Mandatory Redemption Price has been paid in full, at an annual rate equal to the Default Interest Rate.

(iii) If the Corporation fails to pay the Mandatory Redemption Price within ten (10) Business Days of the Mandatory Redemption Date, then the Holder shall have the right at any time, so long as the Corporation remains in default, to require the Corporation, upon written notice, to immediately issue, in lieu of the Mandatory Redemption Price, the number of shares of Common Stock of the Corporation equal to the Mandatory Redemption Price divided by the Conversion Price in effect on such Conversion Date as is specified by the Holder in writing to the Corporation, such Conversion Price to be reduced by one percent (1%) for each day beyond such 10th Business Day in which the failure to pay the Mandatory Redemption Price continues; provided, however, that the maximum percentage by which such Conversion Price may be reduced hereunder shall be fifty percent (50%).

7. MISCELLANEOUS.

(a) Transfer of Preferred Shares. A Holder may sell or transfer all or any portion of the Preferred Shares to any person or entity as long as such sale or transfer is the subject of an effective registration statement under the Securities Act or is exempt from registration thereunder and otherwise is made in accordance with the terms of the Purchase Agreement. From and after the date of such sale or transfer, the transferee thereof shall be deemed to be a Holder. Upon any such sale or transfer, the Corporation shall, promptly following the return of the certificate or certificates representing the Preferred Shares that are the subject of such sale or transfer, issue and deliver to such transferee a new certificate in the name of such transferee.

(b) Notices. Except as otherwise provided herein, any notice, demand or request required or permitted to be given pursuant to the terms hereof, the form or delivery of which notice, demand or request is not otherwise specified herein, shall be in writing and shall be deemed given (i) when delivered personally or by verifiable facsimile transmission on or before 5:00 p.m., eastern time, on a Business Day or, if such day is not a Business Day, on the next succeeding Business Day, (ii) on the next Business Day after timely delivery to an overnight courier and (iii) on the third Business Day after deposit in the U.S. mail (certified or registered mail, return receipt requested, postage prepaid), addressed to the parties as follows:

If to the Corporation: c/o David L. Kagel
Law Offices of David L. Kagel, A Professional Corporation
1801 Century Park East, Suite 2500
Los Angeles, California 90067

with a copy to the Corporation's executive offices and if to any Holder, to such address for such Holder as shall be designated by such Holder in writing to the Corporation.

(c) Lost or Stolen Certificate. Upon receipt by the Corporation of evidence of the loss, theft, destruction or mutilation of a certificate representing Preferred Shares, and (in the case of loss, theft or destruction) of indemnity or security reasonably satisfactory to the Corporation, and upon surrender and cancellation of such certificate if mutilated, the Corporation shall execute and deliver to the Holder a new certificate identical in all respects to the original certificate.

(d) Voting Rights. The Holders of the Preferred Shares shall have the same voting rights with respect to the business, management or affairs of the Corporation as if the Preferred shares were converted to the minimum number of common shares on the record date; provided that the Corporation shall provide each Holder with prior notification of each meeting of stockholders (and copies of proxy statements and other information sent to such stockholders).

(e) Remedies, Characterization, Other Obligations, Breaches and Injunctive Relief. The remedies provided to a Holder in this Certificate of Designation shall be cumulative and in addition to all other remedies available to such Holder under this Certificate of Designation at law or in equity (including without limitation a decree of specific performance and/or other injunctive relief), no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy and nothing contained herein shall limit such Holder's right to pursue actual damages for any failure by the Corporation to comply with the terms of this Certificate of Designation. The Corporation agrees with each Holder that there shall be no characterization

concerning this instrument other than as specifically provided herein. Amounts set forth or provided for herein with respect to payments, conversion and the like (and the computation thereof) shall be the amounts to be received by the Holder hereof and shall not, except as expressly provided herein, be subject to any other obligation of the Corporation (or the performance thereof). The Corporation acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holders and that the remedy at law for any such breach may be inadequate. The Corporation agrees, in the event of any such breach or threatened breach, each Holder shall be entitled, in addition to all other available remedies, to an injunction restraining any breach, without the necessity of showing economic loss and without any bond or other security being required.

(f) Failure or Delay not Waiver. No failure or delay on the part of a Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

EXHIBIT A

NOTICE OF CONVERSION

The undersigned hereby elects to convert shares of Series A Convertible Preferred Stock (the "Preferred Stock"), represented by the stock certificate referred to below, (the "Preferred Stock Certificates"), into shares of common stock ("Common Stock") of TechnoConcepts, Inc. according to the terms and conditions of the Certificate of Designation relating to the Series A Preferred Stock (the "Certificate of Designation"), as of the date written below. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Certificate of Designation.

Date of Conversion:

Number of Shares of Preferred Stock and Series thereof to be Converted:

Certificate Numbers:

Applicable Conversion Price:

Number of Shares of Common Stock to be Issued:

Name of Holder:

Address:

Signature:

Name:

Title:

Holder Requests Delivery to be made: (check one)

_____ By Delivery of Physical Certificates to the Above Address

_____ Through Depository Trust Corporation (Account)

FILED
DONETTA DAVIDSON
COLORADO SECRETARY OF STATE

CHANGE OF NAME
20041129961 C
$25.00
SECRETARY OF STATE
04-08-2004 11:02:50

ABOVE SPACE FOR OFFICE USE ONLY

ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION (PROFIT)
Form 205 NOT VALID AFTER JUNE 30, 2004
Read about new Forms at www.sos.state.co.us
Filing fee: $25.00
Deliver to: Colorado Secretary of State
Business Division
1560 Broadway, Suite 200
Denver, CO 80202-5169
This document must be typed or machine printed
Copies of filed documents may be obtained at www.sos.state.co.us

DPC 20011181716

Pursuant to Section 7-110-106 and part 3 of article 90 of title 7, Colorado Revised Statutes (C.R.S.), these Articles of Amendment to its Articles of Incorporation are delivered to the Colorado Secretary of State for filing.

1. The name, of the corporation is: Technology Consulting Partners Inc
(If changing the name of the corporation, indicate name of corporation BEFORE the name change)

2. The date the following amendment(s) to the Articles of Incorporation was adopted: 4/7/2004

3. The text of each amendment adopted (include attachment if additional space needed):_____
_____
_____

4. If changing the corporation name, the new name of the corporation is:
TechnoConcepts Inc

5. If providing for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:_____
_____

6. Indicate manner in which amendment(s) was adopted (mark only one):

[ ] No shares have been issued or Directors elected - Adopted by Incorporator(s)

[ ] No shares have been issued but Directors have been elected - Adopted by the board of directors
[ ] Shares have been issued but shareholder action was not required - Adopted by the board of directors
[X] The number of votes cast for the amendment(s) by each voting group entitled to vote separately on the amendment(s) was sufficient for approval by that voting group - Adopted by the shareholders

7. Effective date (if not to be effective upon filing) _____ (Not to exceed 90 days)

8. The (a) name or names, and (b) mailing address or addresses, of any one or more of the individuals who cause this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, are: David L Kagel Esq 1801 Century Park East Suite 2500 Los Angeles CA 90067

PLEASE REFER TO SECTION 7-90-301 (8), C.R.S

Disclaimer: This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

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07-20-2004 08:19:38

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Deliver paper documents to:
Colorado Secretary of State
Business Division
1560 Broadway, Suite 200
Denver, CO 80202-5169
Paper documents must be typed or machine printed.

ARTICLES OF AMENDMENT

filed pursuant to Section 7-90-301, et seq. and Section 7-110-106 of the Colorado Revised Statutes (C.R.S.)

<TABLE>
<S> <C>
ID number: 20011181716

1. Entity name:

TechnoConcepts, Inc.
(If changing the name of the corporation, indicate name BEFORE the name change)

2. New Entity name:
(if applicable) _____

3. Use of Restricted Words (if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, make the applicable selection):
[ ] "bank" or "trust" or any derivative thereof
[ ] "credit union" [ ] "savings and loan"
[ ] "insurance", "casualty", "mutual", or "surety"

4. Other amendments, if any, are attached.

5. If the amendment provides for an exchange, reclassification or cancellation of issued shares, the attachment states the provisions for implementing the amendment.

6. If the corporation's period of duration as amended is less than perpetual, state the date on which the period of duration expires:
_____
(mm/dd/yyyy)

OR

If the corporation's period of duration as amended is perpetual, mark this box: [ ]

7. (Optional) Delayed effective date:
_____
(mm/dd/yyyy)

</TABLE>

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic

statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

8. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Doubet	Mary Beth	_____	_____
(Last)	(first)	(Middle)	(Suffix)

1869 W. Littleton Blvd.

(Street name and number or Post Office information)

_____

Littleton CO 80120
(City) (State) (Postal/Zip Code)

_____ _____
(Province - if applicable) (Country - if not US)

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box [ ] and include an attachment stating the name and address of such individuals.)

DISCLAIMER:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

Rev. 7/13/2004

AMENDMENT TO THE ARTICLES
of
SERIES A CONVERTIBLE PREFERRED STOCK
of
TECHNOCONCEPTS, INC.

TechnoConcepts, Inc., a corporation organized and existing under the laws of the State of Colorado (the "Corporation"), hereby certifies that on April 8, 2004 the following resolutions were duly adopted by the Board of Directors of the Corporation.

RESOLVED, that pursuant to the authority granted to the Board of Directors in accordance with the provisions of the Corporation's Certificate of Incorporation, the Board of Directors hereby authorizes a new class of the Corporation's previously authorized Preferred Stock, no par value per share (the "Preferred Stock"), to be issued pursuant to an asset acquisition and related issuance and purchase of stock ("Purchase Agreement"), and hereby states the designation and number of shares, and fixes the relative rights, preferences, privileges and restrictions thereof as follows:

1. DESIGNATION AND AMOUNT.

The designation of this Class, which consists of Sixteen Thousand (16,000) shares (the "Preferred Shares") of Preferred Stock, is the Series A Convertible Preferred Stock (the "Series A Preferred Stock"), shall be divided into Series A1 and Series A2 (which shall be identical in all respects except as otherwise identified herein) and the face amount shall be One Thousand Dollars ($1,000.00) per share (the "Stated Value"). The date on which a Preferred Share is issued and sold by the Corporation is referred to herein as the "Issue Date". The individual or entity in whose name a Preferred Share is registered on the books

of the Corporation is referred to herein as a "Holder" and together with each other Holder, as the "Holders". The Preferred Shares issued and sold to the Purchasers pursuant to the above-referred Purchase Agreement are sometimes referred to herein as the "Purchaser Preferred Shares."

2. DIVIDENDS.

The Series A Preferred Stock will bear dividends, payable quarterly at the rate of five per cent (5%) per annum or $50.00 per Preferred Share. Such dividends shall be payable in cash or common stock, as the Board of Directors shall determine.

3. PRIORITY.

In the event of (i) any liquidation, dissolution or winding up of the affairs of the Corporation, either voluntarily or involuntarily, (ii) the commencement of any insolvency or bankruptcy proceedings, or any receivership, liquidation, reorganization or other similar proceeding relating to the Corporation or its assets or (iii) any assignment for the benefit of creditors or any marshalling of the material assets or material liabilities of the

Corporation (each, a "Liquidation Event"), the Holders shall be entitled to receive, in preference to the payment of the liquidation preference of any other shares of Preferred Stock issued by the Corporation or of any other securities of the Corporation and prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of Common Stock or any other stock of the Corporation having rights or preferences as to a distribution upon a Liquidation Event junior to the rights or preferences of the Series A Preferred Stock ("Junior Securities"), in cash an amount per share of Series A Preferred Stock equal to the Stated Value for such share, plus any amounts owed to the Holder thereof by the Corporation and not yet paid (collectively, the "Liquidation Preference") (which amount shall be adjusted appropriately in the event the outstanding shares of Series A Preferred Stock shall be subdivided, combined or consolidated, by any capital reorganization, reclassification or otherwise into a greater or lesser number of shares of Series A Preferred Stock). If upon the occurrence of a Liquidation Event, the assets and funds available for distribution to the Holders are insufficient to permit the payment to such holders of the full amount of the Liquidation Preference, then the assets and funds available for payment of the Liquidation Preference shall be distributed in proportion to the ratio that the preferential amount payable on each such share (which shall be the Liquidation Preference in the case of a Preferred Share) bears to the aggregate preferential amount payable on all such shares.

For purposes of this Section 3, a Liquidation Event shall (at the option of each Holder with respect to such Holder's Preferred Shares, upon written notice delivered to the Corporation) be deemed to be occasioned by, and to include, but not be limited to (i) the Corporation's sale of all or substantially all of its assets coupled with a distribution of any of the proceeds of such sale to any holders of Junior Stock, or (ii) the acquisition of this Corporation by another entity by means of merger or consolidation resulting in the exchange of outstanding shares of this Corporation for securities or consideration issued, or caused to be issued, by the acquiring corporation or its subsidiary; provided, however, that a reorganization, merger or consolidation involving only a change in the state of incorporation of the Corporation shall not be deemed a Liquidation Event.

4. CONVERSION.

(a) Right to Convert. Each Holder shall have the right to convert, at any

time after December 31, 2004, which is referred to herein as the "Initial Conversion Date"), all or any part of the Preferred Shares held by such Holder into such number of fully paid and non-assessable shares ("Conversion Shares") of the Corporation's common stock, no par value per share (the "Common Stock"), as is determined in accordance with the terms hereof (a "Conversion"). Notwithstanding the foregoing, if prior to the Initial Conversion Date, (i) the Corporation makes a public announcement that it intends to enter into a Change of Control Transaction (as defined below), or (ii) any person, group or entity (including the Corporation) publicly announces a tender offer, exchange offer or other transaction to acquire fifty percent (50%) or more of the Common Stock, (iii) a Mandatory Redemption Event (as defined below) occurs, the Holders of Preferred Shares shall have the right to convert Preferred Shares at any time on or after the first date on

which any of the events described in (i), (ii), (iii) or (iv) occurs, and such date shall be deemed to be the Initial Conversion Date for purposes hereof. Notwithstanding anything contained herein to the contrary the conversion of any shares of the Series A1 Preferred Stock shall be subject to the successful completion of the following conditions precedent (the "Patent Conditions"): (1) the granting for the benefit of the Corporation of the Patents filed on Direct Conversion Delta-Sigma Receiver, (application number 09/241,994 and PCT/US00/02665), (2) the Corporation filing a proper Patent Application on Commuting Amplifier with the USPTO and the WIPO and (3) the Corporation filing a proper Patent Application on Direct Conversion Delta-Sigma Transmitter with the USPTO and the WIPO. The Board of Directors shall have the right to waive the foregoing Patent Conditions at any time.

(b) Conversion Notice. In order to convert Preferred Shares, a Holder shall send by mail, personal delivery, courier service or facsimile transmission, at any time prior to 11:59 p.m., eastern time, on the date on which such Holder wishes to effect such Conversion (the "Conversion Date"), (i) a notice of conversion (a "Conversion Notice"), in substantially the form of Exhibit A hereto, to the Corporation (which shall promptly forward such Conversion Notice to the Corporation's transfer agent for the Common Stock (the "Transfer Agent")) stating the number of Preferred Shares to be converted, the applicable Conversion Price (as defined below) and a calculation of the number of shares of Common Stock issuable upon such Conversion and (ii) a copy of the certificate or certificates representing the Preferred Shares being converted. The Holder shall also deliver the original of the Conversion Notice and of such certificate or certificates to the Corporation. The Corporation shall issue a new certificate for Preferred Shares in the event that less than all of the Preferred Shares represented by a certificate delivered to the Corporation in connection with a Conversion are converted. Except as otherwise provided herein, upon delivery of a Conversion Notice by a Holder in accordance with the terms hereof, such Holder shall, as of the applicable Conversion Date, be deemed for all purposes to be the record owner of the Common Stock to which such Conversion Notice relates. In the case of a dispute between the Corporation and a Holder as to the calculation of the Conversion Price or the number of Conversion Shares issuable upon a Conversion, the Corporation shall promptly issue to such Holder the number of Conversion Shares that are not disputed and shall submit the disputed calculations to its independent accountant within one (1) Business Day of receipt of such Holder's Conversion Notice. The Corporation shall cause such accountant to calculate the Conversion Price as provided herein and to notify the Corporation and such Holder of the results in writing no later than two (2) Business Days following the day on which it received the disputed calculations. Such accountant's calculation shall be deemed conclusive absent manifest error. The fees of any such accountant shall be borne by the party whose calculations were most at variance with those of such accountant.

(c) Number of Conversion Shares; Conversion Price. The number of Conversion

Shares to be delivered by the Corporation pursuant to a Conversion shall be determined by dividing the aggregate Stated Value of the Preferred Shares to be converted by the Conversion Price (as defined herein) in effect on the applicable Conversion Date. Subject to adjustment as provided in Section 5 below, "Conversion

Price" with respect to a Preferred Share shall mean the lesser of (i) one hundred percent (100%) of the average of the Closing Bid Prices for the Common Stock occurring during the period of five (5) Trading Days (as defined below) immediately prior to (but not including) the applicable Conversion Date (the "Floating Conversion Price"), and (ii) fifty cents ($.50) per Conversion Share.

(d) Certain Definitions. "Trading Day" means any day on which the Common Stock is traded on the principal securities exchange or market on which the Common Stock is then traded. "Closing Bid Price" means, with respect to the Common Stock, the closing bid price for the Common Stock occurring on a given Trading Day on the principal securities exchange or trading market where such security is listed or traded as reported by Bloomberg Financial Markets or, if Bloomberg Financial Markets is not then reporting such prices, by a comparable reporting service of national reputation selected by the Corporation and reasonably acceptable to holders of a majority of the then outstanding Preferred Shares (collectively, "Bloomberg") or if the foregoing does not apply, the last reported bid price of such security in the over-the-counter market on the electronic bulletin board for such security as reported by Bloomberg, or, if no bid price is reported for such security by Bloomberg, the average of the bid prices of all market makers for such security as reported in the "pink sheets" by the National Quotation Bureau, Inc. If the Closing Bid Price cannot be calculated for such security on any of the foregoing bases, the Closing Bid Price of such security shall be the fair market value as reasonably determined by an investment banking firm selected by the Holders (which may be a Holder) of a majority of the then outstanding Preferred Shares and reasonably acceptable to the Corporation, with the costs of such appraisal to be borne by the Corporation. "Business Day" means any day on which the New York Stock Exchange and commercial banks located in the City of New York are open for business. A "Change of Control Transaction" means the sale, conveyance or disposition of all or substantially all of the assets of the Corporation or any of its subsidiaries (including without limitation the sale or other conveyance of any common stock or other equity securities of any of the Corporation's subsidiaries), or the effectuation of a transaction or series of related transactions, in which more than 50% of the voting power of the Corporation is disposed of, or the consolidation, merger or other business combination of the Corporation or any of its subsidiaries with or into any other entity, immediately following which the prior stockholders of the Corporation fail to own, directly or indirectly, at least fifty percent (50%) of the surviving entity.

(e) Delivery of Common Stock Upon Conversion. Upon receipt of a Conversion Notice from a Holder pursuant to paragraph 4(b) above, the Corporation shall instruct the Transfer Agent to deliver to such Holder, no later than the close of business on the later to occur of (i) the third (3rd) Business Day following the Conversion Date set forth in such Conversion Notice and (ii) the Business Day following the day on which such Holder delivers to the Corporation the certificates representing the Preferred Shares being converted (the "Delivery Date"), the number of Conversion Shares as shall be determined as provided herein. The Corporation shall instruct the Transfer Agent to effect delivery of Conversion Shares to a Holder by, as long as the Transfer Agent participates in the Depository Trust Company ("DTC") Fast Automated Securities

Transfer program ("FAST"), crediting the account of such Holder or its nominee

at DTC with the number of Conversion Shares required to be delivered, no later than the close of business on such Delivery Date. In the event that Transfer Agent is not a participant in FAST or if a Holder so specifies in a Conversion Notice or otherwise in writing, the Corporation shall instruct the Transfer Agent to effect delivery of Conversion Shares by delivering to the Holder or its nominee physical certificates representing such Conversion Shares, no later than the close of business on such Delivery Date. If any Conversion would create a fractional Conversion Share, such fractional Conversion Share shall be disregarded and the number of Conversion Shares issuable upon such Conversion, in the aggregate, shall be the next higher number of Conversion Shares. Conversion Shares delivered to the Holder shall not contain any restrictive legend as long as (A) the sale or transfer of such Conversion Shares is covered by an effective Registration Statement, (B) such Conversion Shares can be sold pursuant to Rule 144 ("Rule 144") under the Securities Act of 1933, as amended ("Securities Act") and a registered broker dealer provides to the Corporation a customary broker's Rule 144 letter, or (C) such Conversion Shares are eligible for resale under Rule 144(k) or any successor rule or provision.

(f) Failure to Deliver Conversion Shares.

(i) In the event that the Corporation or the Transfer Agent fails for any reason to deliver to a Holder certificates representing the number of Conversion Shares specified in the applicable Conversion Notice on or before the Delivery Date therefore (a "Conversion Default"), and such failure continues for three (3) Business Days following the Delivery Date, the Corporation shall pay to such Holder payments ("Conversion Default Payments") in the amount of (i) (N/365) multiplied by (ii) the aggregate Liquidation Preference of the Preferred Shares represented by the Conversion Shares which remain the subject of such Conversion Default multiplied by (iii) the lower of twenty-four percent (24%) and the maximum rate permitted by applicable law (the "Default Interest Rate"), where "N" equals the number of days elapsed between the original Delivery Date for such Conversion Shares and the earlier to occur of (A) the date on which all of the certificates representing such Conversion Shares are issued and delivered to such Holder, (B) the date on which such Preferred Shares are redeemed pursuant to the terms hereof and (C) the date on which a Withdrawal Notice (as defined below) is delivered to the Corporation. Amounts payable under this subparagraph (f) shall be paid to the Holder in immediately available funds on or before the fifth (5th) Business Day of the calendar month immediately following the calendar month in which such amounts have accrued.

(ii) In addition to any other remedies provided herein, each Holder shall have the right to pursue actual damages against the Corporation for the failure by the Corporation or the Transfer Agent to issue and deliver Conversion Shares on the applicable Delivery Date (including, without limitation, damages relating to any purchase of shares of Common Stock by such Holder to make delivery on a sale effected in anticipation of receiving Conversion Shares upon Conversion, such damages to be in an amount equal to (A) the aggregate amount paid by such Holder for the shares of Common Stock so purchased minus (B) the aggregate Conversion Price applicable to

such Conversion Shares) and such Holder shall have the right to pursue all remedies available to it at law or in equity (including, without limitation, a decree of specific performance and/or injunctive relief).

(g) Conversion at Maturity. On the date which is three (3) years following the Issue Date relating to a Preferred Share (the "Maturity Date"), such Preferred Shares then outstanding (provided with respect to the Series A1 Preferred Stock that the Patent Conditions shall have been satisfied) shall be automatically converted into the number of shares of Common Stock equal to the Stated Value of such shares divided by the Conversion Price then in effect (a

"Conversion at Maturity"); provided, however, that if, on the Maturity Date, (i) the number of shares of Common Stock authorized, unissued and unreserved for all other purposes, or held in the Corporation's treasury, is not sufficient to effect the issuance and delivery of the number of Conversion Shares into which all outstanding Preferred Shares are then convertible, (ii) the Common Stock is not actively traded on the NASDAQ Small Cap Market or the NASDAQ National Market, or (iii) a Mandatory Redemption Event (as defined herein) has occurred and is continuing, each Holder shall have the option, upon written notice to the Corporation, to retain its rights as a holder of Preferred Shares, including without limitation, the right to convert such Preferred Shares in accordance with the terms of paragraphs 4(a) through 4(f) hereof and, upon delivery of such notice, such Preferred Shares shall not be subject to a Conversion at Maturity hereunder until the thirtieth (30th) day following the later of (a) the date on which the event specified (i), (ii) or (iii) is no longer continuing and (b) the date on which the Corporation delivers to each Holder written notice to such effect, and in such event, such thirtieth day shall be deemed to be the Maturity Date for purposes of this Certificate of Designation. If a Conversion at Maturity occurs, the Corporation and each Holder shall follow the procedures for Conversion set forth in this Section 4, with the Maturity Date deemed to be the Conversion Date, except that the Holder shall not be required to send a Conversion Notice as contemplated by paragraph 4(b). Notwithstanding anything contained herein to the contrary, in the event that the Patent Conditions shall not have been satisfied on the Maturity Date the holders of Series A1 Preferred Stock shall not be entitled to convert such Preferred Shares until the earlier of (a) the satisfaction of the Patent Conditions or (b) five years from the Issue Date.

(h) Mandatory Conversion. If following the one year anniversary of the Issue Date relating to the Purchaser Preferred Shares, (A) the Corporation executes a firm commitment underwriting agreement relating to a registered public offering of Common Stock in an aggregate amount of at least fifteen million dollars $15,000,000) (a "Qualified Public Offering") where the obligations of the underwriters named therein are subject only to customary closing conditions, and (B) such underwriters determine in good faith that all of the outstanding Preferred Shares must be converted in order to ensure the successful completion of such offering and notify the Corporation in writing of such determination (a "Mandatory Conversion Event"), the Corporation shall have the right to require the Holders, subject to the conditions specified herein, to convert all of the outstanding Preferred Shares (a "Mandatory Conversion") on or before a date (the "Mandatory Conversion Date") which is not less than twenty (20) days following the date on which the Mandatory Conversion Notice (as defined below) is delivered to each

Holder. In order for the Corporation to exercise its right to require a Mandatory Conversion hereunder, (i) the Corporation must deliver written notice of such Mandatory Conversion (a "Mandatory Conversion Notice") to each Holder at any time following the thirtieth (30th) day prior to the planned commencement of the Qualified Public Offering to which the Mandatory Conversion relates and no later than the completion of such offering, (ii) the Registration Statement must be effective and available to the Holders for the resale of all of the Conversion Shares into which the outstanding Preferred Shares are convertible, and (iii) the Common Stock must be quoted and actively traded on the NASDAQ Small Cap Market or the NASDAQ National Market, in the case of either (ii) or (iii), from the first day on which the Mandatory Conversion Event occurs through the Mandatory Conversion Date. In the event that the conditions specified above are not satisfied with respect to a Mandatory Conversion, such Mandatory Conversion shall immediately become void and of no further effect, provided, however, that the Holders may waive such conditions or the Corporation may exercise its right to require a Mandatory Conversion with respect to a subsequent Mandatory Conversion Event, subject to the satisfaction of such

conditions. In the event that a Mandatory Conversion Event occurs and the Corporation does not exercise its right to require a Mandatory Conversion (other than as a result of a failure to satisfy any of the conditions specified herein), the Corporation may, in lieu thereof and upon receiving written advice from the underwriter(s) participating in such offering that sales of Conversion Shares by the Holders may impair the successful completion of such offering, require each Holder to refrain from delivering any Conversion Notices to the Corporation during the period of thirty (30) days following the completion of such offering (a "Standstill Period"). In order to require a Standstill Period, the Corporation must deliver written notice thereof to each Holder at least three (3) Business Days prior to the day on which such Standstill Period is to commence.

5. ADJUSTMENTS TO CONVERSION PRICE.

(a) Adjustment to Conversion Price Due to Stock Split, Stock Dividend, Etc. If, prior to the Conversion of all of the Preferred Shares, (A) the number of outstanding shares of Common Stock is increased by a stock split, a stock dividend on the Common Stock, a reclassification of the Common Stock, or the distribution to holders of Common Stock of rights or warrants entitling them to subscribe for or purchase Common Stock at less than the then current market price thereof (based upon the subscription or exercise price of such rights or warrants at the time of the issuance thereof), the Conversion Price shall be proportionately reduced, or (B) the number of outstanding shares of Common Stock is decreased by a reverse stock split, combination or reclassification of shares, the Conversion Price shall be proportionately increased. In such event, the Corporation shall notify the Transfer Agent of such change on or before the effective date thereof. For purposes hereof, the market price per share of Common Stock on any date shall be the average Closing Bid Price for the Common Stock on the five (5) consecutive Trading Days occurring immediately prior to but not including the earlier of such date and the Trading Day before the "ex" date, if any, with respect to the issuance or distribution requiring such computation. The term "ex date", when used with respect to any issuance or distribution, means the first Trading Day on which the Common Stock trades regular

way in the market from which such average Closing Bid Price is then to be determined without the right to receive such issuance or distribution.

(b) Adjustment to Conversion Price During Reference Period. If, prior to the Conversion of all of the Preferred Shares, the number of outstanding shares of Common Stock is increased or decreased by a stock split, a stock dividend on the Common Stock, a combination, or a reclassification of the Common Stock, and such event takes place during the reference period for the determination of the Conversion Price for any Conversion thereof, the Conversion Price shall be calculated giving appropriate effect to the stock split, stock dividend, combination, or reclassification for all Trading Days occurring during such reference period.

(c) Adjustment Due to Merger, Consolidation, Etc. If, prior to the Conversion of all of the Preferred Shares, there shall be any merger, consolidation, business combination, tender offer, exchange of shares, recapitalization, reorganization, redemption or other similar event, as a result of which shares of Common Stock shall be changed into the same or a different number of shares of the same or another class or classes of stock or securities of the Corporation or another entity (an "Exchange Transaction"), then such Holder shall (A) upon the closing of such Exchange Transaction, have the right to receive, with respect to any shares of Common Stock then held by such Holder, or which such Holder is then entitled to receive pursuant to a Conversion Notice previously delivered by such Holder, (and without regard to whether such shares

contain a restrictive legend or are freely-tradable) the same amount and type of consideration (including without limitation, stock, securities and/or other assets) and on the same terms as a holder of shares of Common Stock would be entitled to receive in connection with such Exchange Transaction (the "Exchange Consideration"), and (B) upon the Conversion of Preferred Shares occurring subsequent to the closing of such Exchange Transaction, have the right to receive the Exchange Consideration which such Holder would have been entitled to receive in connection with such Exchange Transaction had such shares been converted immediately prior to such Exchange Transaction, and in any such case appropriate provisions shall be made with respect to the rights and interests of such Holder to the end that the provisions hereof (including, without limitation, provisions for the adjustment of the Conversion Price and of the number of shares issuable upon a Conversion) shall thereafter be applicable as nearly as may be practicable in relation to any securities thereafter deliverable upon the Conversion of such Preferred Shares. The Corporation shall not effect any Exchange Transaction unless (i) it first gives to each Holder twenty (20) days prior written notice of such Exchange Transaction (an "Exchange Notice"), and makes a public announcement of such event at the same time that it gives such notice and (ii) the resulting successor or acquiring entity (if not the Corporation) assumes by written instrument the obligations of the Corporation hereunder, including the terms of this subparagraph 5(c), and any other agreement relating to the rights of Holders.

(d) Distribution of Assets. If the Corporation or any of its subsidiaries shall declare or make any distribution of cash, evidences of indebtedness or other securities or

assets (other than cash dividends or distributions payable out of earned surplus or net profits for the current or the immediately preceding year), or any rights to acquire any of the foregoing, to holders of Common Stock (or to a holder of the common stock of any such subsidiary) as a partial liquidating dividend, by way of return of capital or otherwise, including any dividend or distribution in shares of capital stock of a subsidiary of the Corporation (collectively, a "Distribution"), then, upon a Conversion by a Holder occurring after the record date for determining stockholders entitled to such Distribution, the Floating Conversion Price (for all Conversions occurring during the Initial Conversion Period) or the Fixed Conversion Price (for all Conversions occurring after the last day of the Initial Conversion Period) for Preferred Shares not converted prior to the record date of a Distribution shall be reduced to a price determined by decreasing such Conversion Price in effect immediately prior to the record date of the Distribution by an amount equal to the fair market value of the assets so distributed with respect to each share of Common Stock, such fair market value to be determined by an investment banking firm selected by the Holders of at least two-thirds (2/3) of the Preferred Shares then outstanding and reasonably acceptable to the Corporation.

(e) Adjustment Pursuant to Other Agreements. In addition to and without limiting in any way the adjustments provided in this Section 5, the Conversion Price shall be adjusted as may be required by the provisions of any other agreement between the Corporation and the Holders.

(f) No Fractional Shares. If any adjustment under this Section would create a fractional share of Common Stock or a right to acquire a fractional share of Common Stock, such fractional share shall be disregarded and the number of shares of Common Stock issuable upon Conversion shall be the next higher number of shares or, at the option of the Corporation, shall be paid in cash in an amount calculated by multiplying the amount of the fractional share times the Closing Bid Price used to calculate the Conversion Price for such Conversion.

6. MANDATORY REDEMPTION BY HOLDER.

(a) Mandatory Redemption. In the event that a Mandatory Redemption Event (as defined below) occurs, each Holder shall have the right to have all or any portion of the Preferred Shares held by such Holder redeemed by the Corporation (a "Mandatory Redemption") at the Mandatory Redemption Price (as defined herein) in same day funds. In order to exercise its right to effect a Mandatory Redemption, a Holder must deliver a written notice (a "Mandatory Redemption Notice") to the Corporation at any time on or before the Business Day following the day on which such event is no longer continuing.

(b) Mandatory Redemption Event. Each of the following events shall be deemed a "Mandatory Redemption Event":

(i) The Corporation fails for any reason (including without limitation as a result of not having a sufficient number of shares of Common Stock authorized and reserved for issuance, or as a result of the limitation contained in Section 5(a) hereof), due to voluntary action undertaken by the Corporation or a failure by the Corporation to

take action, to issue shares of Common Stock to a Holder and deliver certificates representing such shares to such Holder as and when required by the provisions hereof upon Conversion of any Preferred Shares, and such failure continues for ten (10) Business Days;

(ii) The Corporation breaches, in a material respect, due to voluntary action undertaken by the Corporation or a failure by the Corporation to take action, any covenant or other material term or condition of this Certificate, or any other agreement, document, certificate or other instrument delivered in connection with the transactions contemplated thereby, and such breach continues for a period of five (5) Business Days after written notice thereof to the Corporation from a Holder;

(iii) Any material representation or warranty made by the Corporation in any agreement, document, certificate or other instrument delivered to Holder prior to the Issue Date is inaccurate or misleading in any material respect as of the date such representation or warranty was made due to voluntary action undertaken by the Corporation or a failure by the Corporation to take action;

(c) Mandatory Redemption Price. The "Mandatory Redemption Price" shall be equal to the greater of (i) the Liquidation Preference of me Preferred Shares being redeemed multiplied by one hundred and twenty five percent (125%) and (ii) an amount determined by dividing the Liquidation Preference of the Preferred Shares being redeemed by the Conversion Price in effect on the Mandatory Redemption Date and multiplying the resulting quotient by the average Closing Bid Price for the Common Stock on the five (5) Trading Days immediately preceding (but not including) the Mandatory Redemption Date.

(d) Payment of Mandatory Redemption Price.

(i) The Corporation shall pay the Mandatory Redemption Price to the Holder exercising its right to redemption on the later to occur of (i) the fifth (5th) Business Day following the Mandatory Redemption Date and (ii) the date on which the Preferred Shares being redeemed are delivered by the Purchaser to the Corporation for cancellation.

(ii) If Corporation fails to pay the Mandatory Redemption Price to the Holder within five (5) Business Days of the Mandatory Redemption Date, the Holder shall be entitled to interest thereon, from and after the Mandatory Redemption Date until the Mandatory Redemption Price has been paid in full, at an annual rate equal to the Default Interest Rate.

(iii) If the Corporation fails to pay the Mandatory Redemption Price within ten (10) Business Days of the Mandatory Redemption Date, then the Holder shall have the right at any time, so long as the Corporation remains in default, to require the Corporation, upon written notice, to immediately issue, in lieu of the Mandatory Redemption Price, the number of shares of Common Stock of the Corporation equal to

the Mandatory Redemption Price divided by the Conversion Price in effect on such Conversion Date as is specified by the Holder in writing to the Corporation, such Conversion Price to be reduced by one percent (1%) for each day beyond such 10th Business Day in which the failure to pay the Mandatory Redemption Price continues; provided, however, that the maximum percentage by which such Conversion Price may be reduced hereunder shall be fifty percent (50%).

7. MISCELLANEOUS.

(a) Transfer of Preferred Shares. A Holder may sell or transfer all or any portion of the Preferred Shares to any person or entity as long as such sale or transfer is the subject of an effective registration statement under the Securities Act or is exempt from registration there under and otherwise is made in accordance with the terms of the Purchase Agreement. From and after the date of such sale or transfer, the transferee thereof shall be deemed to be a Holder. Upon any such sale or transfer, the Corporation shall, promptly following the return of the certificate or certificates representing the Preferred Shares that are the subject of such sale or transfer, issue and deliver to such transferee a new certificate in the name of such transferee.

(b) Notices. Except as otherwise provided herein, any notice, demand or request required or permitted to be given pursuant to the terms hereof, the form or delivery of which notice, demand or request is not otherwise specified herein, shall be in writing and shall be deemed given (i) when delivered personally or by verifiable facsimile transmission on or before 5:00 p.m., eastern time, on a Business Day or, if such day is not a Business Day, on the next succeeding Business Day, (ii) on the next Business Day after timely delivery to an overnight courier and (iii) on the third Business Day after deposit in the U.S. mail (certified or registered mail, return receipt requested, postage prepaid), addressed to the parties as follows:

If to the Corporation: c/o David L. Kagel
Law Offices of David L. Kagel, A Professional Corporation
1801-Century Park East, Suite 2500
Los Angeles, California 90067

With a copy to the Corporation's executive offices and if to any Holder, to such address for such Holder as shall be designated by such Holder in writing to the Corporation.

(c) Lost or Stolen Certificate. Upon receipt by the Corporation of evidence of the loss, theft, destruction or mutilation of a certificate representing Preferred Shares, and (in the case of loss, theft or destruction) of indemnity or security reasonably satisfactory to the Corporation, and upon surrender and cancellation of such certificate if mutilated, the Corporation shall execute and deliver to the Holder a new certificate identical in all respects to the original certificate.

(d) Voting Rights. The Holders of the Preferred Shares shall have the same voting rights with respect to the business, management or affairs of the Corporation as if the Preferred shares were converted to the minimum number of common shares on the record date; provided that the Corporation shall provide each Holder with prior notification of each meeting of stockholders (and copies of proxy statements and other information sent to such stockholders).

(e) Remedies, Characterization, Other Obligations, Breaches and Injunctive Relief. The remedies provided to a Holder in this Certificate of Designation shall be cumulative and in addition to all other remedies available to such Holder under this Certificate of Designation at law or in equity (including without Limitation a decree of specific performance and/or other injunctive relief), no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy and nothing contained herein shall limit such Holder's right to pursue actual damages for any failure by the Corporation to comply with the terms of this Certificate of Designation. The Corporation agrees with each Holder that there shall be no characterization concerning this instrument other than as specifically provided herein. Amounts set forth or provided for herein with respect to payments, conversion and the like (and the computation thereof) shall be the amounts to be received by the Holder hereof and shall not, except as expressly provided herein, be subject to any other obligation of the Corporation (or the performance thereof). The Corporation acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holders and that the remedy at law for any such breach may be inadequate. The Corporation agrees, in the event of any such breach or threatened breach, each Holder shall be entitled, in addition to all other available remedies, to an injunction restraining any breach, without the necessity of showing economic loss and without any bond or other security being required.

(f) Failure or Delay not Waiver. No failure or delay on the part of a Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

EXHIBIT A

NOTICE OF CONVERSION

The undersigned hereby elects to convert shares of Series A Convertible Preferred Stock (the "Preferred Stock"), represented by the stock certificate referred to below. (The "Preferred Stock Certificates"), into shares of common stock ("Common Stock") of TechnoConcepts, Inc. according to the terms and conditions of the Certificate of Designation relating to the Series A Preferred Stock (the "Certificate of Designation"), as of the date written below. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Certificate of Designation.

Date of Conversion:

Number of Shares of Preferred Stock and Series thereof to be converted:

Certificate Numbers:

Applicable Conversion Price:

Number of Shares of Common Stock to be issued:

Name of Holder:

Address:

Signature:

Name:

Title:

Holder Requests Delivery to be made: (check one)

_____ By Delivery of Physical Certificates to the Above Address

_____ Through Depository Trust Corporation (Account)

TechnoConcepts\Certificate of Designation Series A Conv Stk-Rev7-12-04

20041280684 C
$75.00
SECRETARY OF STATE
08-11-2004 11:43:56

ABOVE SPACE FOR OFFICE USE ONLY

Document Processing Fee
If document is on paper: $25.00
If document is filed electronically: Currently Not Available
Fees are subject to change.
For electronic filing and to obtain
copies of filed documents visit
www.sos.state.co.us
Deliver paper documents to:
Colorado Secretary of State
Business Division
1560 Broadway, Suite 200
Denver, CO 80202-5169
Paper documents must be typed or machine printed.

ARTICLES OF AMENDMENT

filed pursuant to Section 7-90-301, et seq. and Section 7-110-106 of the
Colorado Revised Statutes (C.R.S.)

<TABLE>
<S> <C>
ID number: 20011181716

1. Entity name:

TECHNOCONCEPTS, INC.
(If changing the name of the corporation,
indicate name BEFORE die name change)

2. New Entity name:
(if applicable)

_____

3. Use of Restricted Words (if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, make the applicable selection):

[ ] "bank" or "trust" or any derivative thereof
[ ] "credit union" [ ] "savings and loan"
[ ] "insurance", "casualty", "mutual", or "surety"

4. Other amendments, if any, are attached.

5. If the amendment provides for an exchange, reclassification or cancellation of issued shares, the attachment states the provisions for implementing the amendment.

6. If the corporation's period of duration as amended is less than perpetual, state the date on which the period of duration expires:

_____
(mm/dd/yyyy)

OR

If the corporation's period of duration as amended is perpetual, mark this box: [ ]

7. (Optional) Delayed effective date:

_____
(mm/dd/yyyy)

</TABLE>

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic

statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

8. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

DOUBET	MARY BETH	_____	_____
(Last)	(first)	(Middle)	(Suffix)

1869 W LITTLETON BLVD
(Street name and number or Post Office information)

LITTLETON CO 80120
(City) (State) (Postal/Zip Code)

(Province - if applicable) (Country - if not US)

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box [ ] and include an attachment stating the name and address of such individuals.)

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Rev. 7/13/2004

AMENDMENT TO THE ARTICLES OF INCORPORATION
of
TECHNOCONCEPTS, INC.

TechnoConcepts, Inc., a corporation organized and existing under the laws of the State of Colorado (the "Corporation"), hereby certifies that on April 8, 2004 the following resolutions were duly adopted by the Board of Directors of the Corporation.

RESOLVED, that pursuant to the authority granted to the Board of Directors in accordance with the provisions of the Corporation's Certificate of Incorporation, the Board of Directors hereby authorizes a new class of the Corporation's previously authorized Preferred Stock, no par value per share (the "Preferred Stock"), to be issued pursuant to an asset acquisition and related issuance and purchase of stock ("Purchase Agreement"), and hereby states the designation and number of shares, and fixes the relative rights, preferences, privileges and restrictions thereof as follows:

1. DESIGNATION AND AMOUNT.

The designation of this Class, which consists of Sixteen Thousand (16,000) shares (the "Preferred Shares") of Preferred Stock, is the Series A Convertible Preferred Stock (the "Series A Preferred Stock"), shall be divided into Series A1 and Series A2 (which shall be identical in all respects except as otherwise identified herein) and the face amount shall be One Thousand Dollars ($1,000.00) per share (the "Stated Value"). The date on which a Preferred Share is issued and sold by the Corporation is referred to herein as the "Issue Date". The individual or entity in whose name a Preferred Share is registered on the books of the Corporation is referred to herein as a "Holder" and together with each

other Holder, as the "Holders". The Preferred Shares issued and sold to the Purchasers pursuant to the above referred Purchase Agreement are sometimes referred to herein as the "Purchaser Preferred Shares."

2. DIVIDENDS.

The Series A1 Preferred Stock will not bear dividends. The Series A2 Preferred Stock will bear dividends, payable quarterly at the rate of five per cent per annum or $50.00 per Preferred Share. Such dividends shall be payable in cash or common stock, as the Board of Directors shall determine.

3. PRIORITY.

In the event of (i) any liquidation, dissolution or winding up of the affairs of the Corporation, either voluntarily or involuntarily, (ii) the commencement of any insolvency or bankruptcy proceedings, or any receivership, liquidation, reorganization or other similar proceeding relating to the Corporation or its assets or (iii) any assignment for the benefit of creditors or any marshalling of the material assets or material liabilities of the Corporation (each, a "Liquidation Event"), the Holders shall be entitled to receive, in preference to the payment of the liquidation preference of any other shares of Preferred Stock issued by the Corporation or of any other securities of the Corporation and prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of Common Stock or any other stock of the Corporation having rights or preferences as to a distribution upon a Liquidation Event junior to the rights or preferences of the Series A Preferred Stock ("Junior Securities"), in cash an amount per share of Series A Preferred Stock equal to the Stated Value for such share, plus any amounts owed to the Holder thereof by the Corporation and not yet paid (collectively, the "Liquidation Preference") (which amount shall be adjusted appropriately in the event the outstanding shares of Series A Preferred Stock shall be subdivided, combined or consolidated, by any capital reorganization, reclassification or otherwise into a greater or lesser number of shares of Series A Preferred Stock). If upon the occurrence of a Liquidation Event, the assets and funds available for distribution to the Holders are insufficient to permit the payment to such holders of the full amount of the Liquidation Preference, then the assets and funds available for payment of the Liquidation Preference shall be distributed in proportion to the ratio that the preferential amount payable on each such share (which shall be the Liquidation Preference in the case of a Preferred Share) bears to the aggregate preferential amount payable on all such shares.

For purposes of this Section 3, a Liquidation Event shall (at the option of each Holder with respect to such Holder's Preferred Shares, upon written notice delivered to the Corporation) be deemed to be occasioned by, and to include, but not be limited to (i) the Corporation's sale of all or substantially all of its assets coupled with a distribution of any of the proceeds of such sale to any holders of Junior Stock, or (ii) the acquisition of this Corporation by another entity by means of merger or consolidation resulting in the exchange of outstanding shares of this Corporation for securities or consideration issued, or caused to be issued, by the acquiring corporation or its subsidiary; provided, however, that a reorganization, merger or consolidation involving only a change in the state of incorporation of the Corporation shall not be deemed a Liquidation Event.

4. CONVERSION.

(a) Right to Convert. Each Holder shall have the right to convert, at any time after January 31, 2006, which is referred to herein as the "Initial Conversion Date"), all or any part of the Preferred Shares held by such Holder into such number of fully paid and non-assessable shares ("Conversion Shares") of the Corporation's common stock, no par value per share (the "Common Stock"), as is determined in accordance with the terms hereof (a "Conversion"). Notwithstanding the foregoing, if prior to the Initial Conversion Date, (i) the Corporation makes a public announcement that it intends to enter into a Change of Control Transaction (as defined below), or (ii) any person, group or entity (including the Corporation) publicly announces a tender offer, exchange offer or other transaction to acquire fifty percent (50%) or more of the Common Stock, (iii) a Mandatory Redemption Event (as defined below) occurs, the Holders of Preferred Shares shall have the right to convert Preferred Shares at any time on or after the first date on which any of the events described in (i), (ii), (iii) or (iv) occurs, and such date shall be deemed to be the Initial Conversion Date for purposes hereof. Notwithstanding anything contained herein to the contrary the conversion of any shares of the Series A1 Preferred Stock shall be subject to the successful completion of the following conditions precedent (the "Conditions"): (1) the granting for the benefit of the Corporation of the Patents filed on Direct Conversion Delta-Sigma Receiver, (application number 09/241,994 and PCT/US00/02665), (2) the Corporation filing a proper Patent Application on Commuting Amplifier with the USPTO and the WIPO, (3) the Corporation filing a proper Patent Application on Direct Conversion Delta-Sigma Transmitter with the USPTO and the WIPO and (4) the Corporation having gross revenues in any fiscal year of $75,000,000 as disclosed in any report filed by the Corporation with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

(b) Conversion Notice. In order to convert Preferred Shares, a Holder shall send by mail, personal delivery, courier service or facsimile transmission, at any time prior to 11:59 p.m., eastern time, on the date on which such Holder wishes to effect such Conversion (the "Conversion Date"), (i) a notice of conversion (a "Conversion Notice"), in substantially the form of Exhibit A hereto, to the Corporation (which shall promptly forward such Conversion Notice to the Corporation's transfer agent for the Common Stock (the "Transfer Agent")) stating the number of Preferred Shares to be converted, the applicable Conversion Price (as defined below) and a calculation of the number of shares of Common Stock issuable upon such Conversion and (ii) a copy of the certificate or certificates representing the Preferred Shares being converted. The Holder shall also deliver the original of the Conversion Notice and of such certificate or certificates to the Corporation. The Corporation shall issue a new certificate for Preferred Shares in the event that less than all of the Preferred Shares represented by a certificate delivered to the Corporation in connection with a Conversion are converted. Except as otherwise provided herein, upon delivery of a Conversion Notice by a Holder in accordance with the terms hereof, such Holder shall, as of the applicable Conversion Date, be deemed for all purposes to be the record owner of the Common Stock to which such Conversion Notice relates. In the case of a dispute between the Corporation and a Holder as to the calculation of the Conversion Price or the number of Conversion Shares issuable upon a Conversion, the Corporation shall promptly issue to such Holder the number of Conversion Shares that are not disputed and shall submit the disputed calculations to its independent accountant within one (1) Business Day of receipt of such Holder's Conversion Notice. The Corporation shall cause such accountant to calculate the Conversion Price as provided herein and to notify the Corporation and such Holder of the results in writing no later than two (2) Business Days following the day on which it received the disputed calculations. Such accountant's calculation shall be deemed conclusive absent manifest error. The fees of any such accountant shall be borne by the party whose calculations were most at variance with those of such accountant.

(c) Number of Conversion Shares; Conversion Price. The number of Conversion Shares to be delivered by the Corporation pursuant to a Conversion shall be

determined by dividing the aggregate Stated Value of

the Preferred Shares to be converted by the Conversion Price (as defined herein) in effect on the applicable Conversion Date. Subject to adjustment as provided in Section 5 below, "Conversion Price" with respect to a Preferred Share shall mean the lesser of (i) one hundred percent (100%) of the average of the Closing Bid Prices for the Common Stock occurring during the period of five(5) Trading Days (as defined below) immediately prior to (but not including) the applicable Conversion Date (the "Floating Conversion Price"), and (ii) fifty cents ($.50) per Conversion Share.

(d) Certain Definitions. "Trading Day" means any day on which the Common Stock is traded on the principal securities exchange or market on which the Common Stock is then traded. "Closing Bid Price" means, with respect to the Common Stock, the closing bid price for the Common Stock occurring on a given Trading Day on the principal securities exchange or trading market where such security is listed or traded as reported by Bloomberg Financial Markets or, if Bloomberg Financial Markets is not then reporting such prices, by a comparable reporting service of national reputation selected by the Corporation and reasonably acceptable to holders of a majority of the then outstanding Preferred Shares (collectively, "Bloomberg") or if the foregoing does not apply, the last reported bid price of such security in the over-the-counter market on the electronic bulletin board for such security as reported by Bloomberg, or, if no bid price is reported for such security by Bloomberg, the average of the bid prices of all market makers for such security as reported in the "pink sheets" by the National Quotation Bureau, Inc. If the Closing Bid Price cannot be calculated for such security on any of the foregoing bases, the Closing Bid Price of such security shall be the fair market value as reasonably determined by an investment banking firm selected by the Holders (which may be a Holder) of a majority of the then outstanding Preferred Shares and reasonably acceptable to the Corporation, with the costs of such appraisal to be borne by the Corporation. "Business Day" means any day on which the New York Stock Exchange and commercial banks located in the City of New York are open for business. A "Change of Control Transaction" means the sale, conveyance or disposition of all or substantially all of the assets of the Corporation or any of its subsidiaries (including without limitation the sale or other conveyance of any common stock or other equity securities of any of the Corporation's subsidiaries), or the effectuation of a transaction or series of related transactions, in which more than 50% of the voting power of the Corporation is disposed of, or the consolidation, merger or other business combination of the Corporation or any of its subsidiaries with or into any other entity, immediately following which the prior stockholders of the Corporation fail to own, directly or indirectly, at least fifty percent (50%) of the surviving entity.

(e) Delivery of Common Stock Upon Conversion. Upon receipt of a Conversion Notice from a Holder pursuant to paragraph 4(b) above, the Corporation shall instruct the Transfer Agent to deliver to such Holder, no later than the close of business on the later to occur of (i) the third (3rd) Business Day following the Conversion Date set forth in such Conversion Notice and (ii) the Business Day following the day on which such Holder delivers to the Corporation the certificates representing the Preferred Shares being converted (the "Delivery Date"), the number of Conversion Shares as shall be determined as provided herein. The Corporation shall instruct the Transfer Agent to effect delivery of Conversion Shares to a Holder by, as long as the Transfer Agent participates in the Depository Trust Company ("DTC") Fast Automated Securities Transfer program ("FAST"), crediting the account of such Holder or its nominee at DTC with the number of Conversion Shares required to be delivered, no later than the close of

business on such Delivery Date. In the event that Transfer Agent is not a participant in FAST or if a Holder so specifies in a Conversion Notice or otherwise in writing, the Corporation shall instruct the Transfer Agent to effect delivery of Conversion Shares by delivering to the Holder or its nominee physical certificates representing such Conversion Shares, no later than the close of business on such Delivery Date. If any Conversion would create a fractional Conversion Share, such fractional Conversion Share shall be disregarded and the number of Conversion Shares issuable upon such Conversion, in the aggregate, shall be the next higher number of Conversion Shares. Conversion Shares delivered to the Holder shall not contain any restrictive legend as long as (A) the sale or transfer of such Conversion Shares is covered by an effective Registration Statement, (B) such Conversion Shares can be sold pursuant to Rule 144 ("Rule 144") under the Securities Act of 1933, as amended ("Securities Act") and a registered broker dealer provides to the Corporation a customary broker's Rule 144 letter, or (C) such Conversion Shares are eligible for resale under Rule 144(k) or any successor rule or provision.

(f) Failure to Deliver Conversion Shares.

(i) In the event that the Corporation or the Transfer Agent fails for any reason to deliver to a Holder certificates representing the number of Conversion Shares specified in the applicable Conversion Notice on or before the Delivery Date therefor (a "Conversion Default"), and such failure continues for three (3) Business Days following the Delivery Date, the Corporation shall pay to such Holder payments ("Conversion Default

Payments") in the amount of (i) (N/365) multiplied by (ii) the aggregate Liquidation Preference of the Preferred Shares represented by the Conversion Shares which remain the subject of such Conversion Default multiplied by (iii) the lower of twenty-four percent (24%) and the maximum rate permitted by applicable law (the "Default Interest Rate"), where "N" equals the number of days elapsed between the original Delivery Date for such Conversion Shares and the earlier to occur of (A) the date on which all of the certificates representing such Conversion Shares are issued and delivered to such Holder, (B) the date on which such Preferred Shares are redeemed pursuant to the terms hereof and (C) the date on which a Withdrawal Notice (as defined below) is delivered to the Corporation. Amounts payable under this subparagraph (f) shall be paid to the Holder in immediately available funds on or before the fifth (5th) Business Day of the calendar month immediately following the calendar month in which such amounts have accrued.

(ii) In addition to any other remedies provided herein, each Holder shall have the right to pursue actual damages against the Corporation for the failure by the Corporation or the Transfer Agent to issue and deliver Conversion Shares on the applicable Delivery Date (including, without limitation, damages relating to any purchase of shares of Common Stock by such Holder to make delivery on a sale effected in anticipation of receiving Conversion Shares upon Conversion, such damages to be in an amount equal to (A) the aggregate amount paid by such Holder for the shares of Common Stock so purchased minus (B) the aggregate Conversion Price applicable to such Conversion Shares) and such Holder shall have the right to pursue all remedies available to it at law or in equity (including, without limitation, a decree of specific performance and/or injunctive relief).

(g) Conversion at Maturity. On the date which is three (3) years following the Issue Date relating to a Preferred Share (the "Maturity Date"), such Preferred Shares then outstanding (provided with respect to the Series A1

Preferred Stock that the Patent Conditions shall have been satisfied) shall be automatically converted into the number of shares of Common Stock equal to the Stated Value of such shares divided by the Conversion Price then in effect (a "Conversion at Maturity"); provided, however, that if, on the Maturity Date, (i) the number of shares of Common Stock authorized, unissued and unreserved for all other purposes, or held in the Corporation's treasury, is not sufficient to effect the issuance and delivery of the number of Conversion Shares into which all outstanding Preferred Shares are then convertible, (ii) the Common Stock is not actively traded on the Nasdaq SmallCap Market or the Nasdaq National Market, or (iii) a Mandatory Redemption Event (as defined herein) has occurred and is continuing, each Holder shall have the option, upon written notice to the Corporation, to retain its rights as a holder of Preferred Shares, including without limitation, the right to convert such Preferred Shares in accordance with the terms of paragraphs 4(a) through 4(f) hereof and, upon delivery of such notice, such Preferred Shares shall not be subject to a Conversion at Maturity hereunder until the thirtieth (30th) day following the later of (a) the date on which the event specified (i), (ii) or (iii) is no longer continuing and (b) the date on which the Corporation delivers to each Holder written notice to such effect, and in such event, such thirtieth day shall be deemed to be the Maturity Date for purposes of this Certificate of Designation. If a Conversion at Maturity occurs, the Corporation and each Holder shall follow the procedures for Conversion set forth in this Section 4, with the Maturity Date deemed to be the Conversion Date, except that the Holder shall not be required to send a Conversion Notice as contemplated by paragraph 4(b). Notwithstanding anything contained herein to the contrary, in the event that the Patent Conditions shall not have been satisfied on the Maturity Date the holders of Series A1 Preferred Stock shall not be entitled to convert such Preferred Shares until the earlier of (a) the satisfaction of the Patent Conditions or (b) five years from the Issue Date.

(h) Mandatory Conversion. If following the one year anniversary of the Issue Date relating to the Purchaser Preferred Shares, (A) the Corporation executes a firm commitment underwriting agreement relating to a registered public offering of Common Stock in an aggregate amount of at least fifteen million dollars $15,000,000) (a "Qualified Public Offering") where the obligations of the underwriters named therein are subject only to customary closing conditions, and (B) such underwriters determine in good faith that all of the outstanding Preferred Shares must be converted in order to ensure the successful completion of such offering and notify the Corporation in writing of such determination (a "Mandatory Conversion Event"), the Corporation shall have the right to require the Holders, subject to the conditions specified herein, to convert all of the outstanding Preferred Shares (a "Mandatory Conversion") on or before a date (the "Mandatory Conversion Date") which is not less than twenty (20) days following the date on which the Mandatory Conversion Notice (as defined below) is delivered to each Holder. In order for the Corporation to exercise its right to require a Mandatory Conversion hereunder, (i) the Corporation must deliver written notice of such Mandatory Conversion (a "Mandatory Conversion Notice") to each Holder at any time following the thirtieth (30th) day prior to the planned commencement of the Qualified Public Offering to

which the Mandatory Conversion relates and no later than the completion of such offering, (ii) the Registration Statement must be effective and available to the Holders for the resale of all of the Conversion Shares into which the outstanding Preferred Shares are convertible, and (iii) the Common Stock must be quoted and actively traded on the Nasdaq SmallCap Market or the Nasdaq National Market, in the case of either (ii) or (iii), from the first day on which the

Mandatory Conversion Event occurs through the Mandatory Conversion Date. In the event that the conditions specified above are not satisfied with respect to a Mandatory Conversion, such Mandatory Conversion shall immediately become void and of no further effect; provided, however, that the Holders may waive such conditions or the Corporation may exercise its right to require a Mandatory Conversion with respect to a subsequent Mandatory Conversion Event, subject to the satisfaction of such conditions. In the event that a Mandatory Conversion Event occurs and the Corporation does not exercise its right to require a Mandatory Conversion (other than as a result of a failure to satisfy any of the conditions specified herein), the Corporation may, in lieu thereof and upon receiving written advice from the underwriter(s) participating in such offering that sales of Conversion Shares by the Holders may impair the successful completion of such offering, require each Holder to refrain from delivering any Conversion Notices to the Corporation during the period of thirty (30) days following the completion of such offering (a "Standstill Period"). In order to require a Standstill Period, the Corporation must deliver written notice thereof to each Holder at least three (3) Business Days prior to the day on which such Standstill Period is to commence.

5. ADJUSTMENTS TO CONVERSION PRICE.

(a) Adjustment to Conversion Price Due to Stock Split, Stock Dividend, Etc. If, prior to the Conversion of all of the Preferred Shares, (A) the number of outstanding shares of Common Stock is increased by a stock split, a stock dividend on the Common Stock, a reclassification of the Common Stock, or the distribution to holders of Common Stock of rights or warrants entitling them to subscribe for or purchase Common Stock at less than the then current market price thereof (based upon the subscription or exercise price of such rights or warrants at the time of the issuance thereof), the Conversion Price shall be proportionately reduced, or (B) the number of outstanding shares of Common Stock is decreased by a reverse stock split, combination or reclassification of shares, the Conversion Price shall be proportionately increased. In such event, the Corporation shall notify the Transfer Agent of such change on or before the effective date thereof. For purposes hereof, the market price per share of Common Stock on any date shall be the average Closing Bid Price for the Common Stock on the five (5) consecutive Trading Days occurring immediately prior to but not including the earlier of such date and the Trading Day before the "ex" date, if any, with respect to the issuance or distribution requiring such computation. The term '"ex date", when used with respect to any issuance or distribution, means the first Trading Day on which the Common Stock trades regular way in the market from which such average Closing Bid Price is then to be determined without the right to receive such issuance or distribution.

(b) Adjustment to Conversion Price During Reference Period. If, prior to the Conversion of all of the Preferred Shares, the number of outstanding shares of Common Stock is increased or decreased by a stock split, a stock dividend on the Common Stock, a combination, or a reclassification of the Common Stock, and such event takes place during the reference period for the determination of the Conversion Price for any Conversion thereof, the Conversion Price shall be calculated giving appropriate effect to the stock split, stock dividend, combination, or reclassification for all Trading Days occurring during such reference period.

(c) Adjustment Due to Merger, Consolidation, Etc. If, prior to the Conversion of all of the Preferred Shares, there shall be any merger, consolidation, business combination, tender offer, exchange of shares, recapitalization, reorganization, redemption or other similar event, as a result of which shares of Common Stock shall be changed into the same or a different number of shares of the same or another class or classes of stock or securities of the Corporation or another entity (an "Exchange Transaction"), then such Holder shall (A) upon the closing of such Exchange Transaction, have the right to receive, with respect to any shares of Common Stock then held by such Holder,

or which such Holder is then entitled to receive pursuant to a Conversion Notice previously delivered by such Holder, (and without regard to whether such shares contain a restrictive legend or are freely-tradeable) the same amount and type of consideration (including without limitation, stock, securities and/or other assets) and on the same terms as a holder of shares of Common Stock would be entitled to receive in connection with such Exchange Transaction (the "Exchange Consideration"), and (B) upon the Conversion of Preferred Shares occurring subsequent to the closing of such Exchange Transaction, have the right to receive the Exchange Consideration which such Holder would have been entitled to receive in connection with such Exchange Transaction

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ARTICLES OF AMENDMENT

filed pursuant to Section 7-90-301, et seq. and Section 7-110-106 of the Colorado Revised Statutes (C.R.S.)

<TABLE>
<S> <C>
ID number: 20011181716

1. Entity name:

TechnoConcepts, Inc.
(If changing the name of the corporation, indicate name BEFORE the name change)

2. New Entity name:
(if applicable)

_____

3. Use of Restricted Words (if any of these terms are contained in an entity name, true name of an entity, trade name or

[ ] "bank" or "trust" or any derivative thereof
[ ] "credit union" [ ] "savings and loan"

trademark stated in this document, make the applicable selection): [ ] "insurance", "casualty", "mutual", or "surety"

4. Other amendments, if any, are attached.

5. If the amendment provides for an exchange, reclassification or cancellation of issued shares, the attachment states the provisions for implementing the amendment.

6. If the corporation's period of duration as amended is less than perpetual, state the date on which the period of duration expires: _____ (mm/dd/yyyy)

OR

If the corporation's period of duration as amended is perpetual, mark this box: [ ]

7. (Optional) Delayed effective date: _____ (mm/dd/yyyy)

</TABLE>

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Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

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(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box [ ] and include an attachment stating the name and address of such individuals.)

CERTIFICATE OF DESIGNATION
OF
SERIES B CONVERTIBLE PREFERRED STOCK
OF
TECHNOCONCEPTS, INC.

TechnoConcepts, Inc., a corporation organized and existing under the laws of the State of Colorado (the "Corporation"), hereby certifies that on November 17, 2004 the following resolutions were duly adopted by the Board of Directors of the Corporation.

RESOLVED, that pursuant to the authority granted to the Board of Directors in accordance with the provisions of the Corporation's Certificate of Incorporation, the Board of Directors hereby authorizes a new class of the Corporation's previously authorized Preferred Stock, no par value per share (the "Preferred Stock"), to be issued pursuant to a Securities Purchase Agreement ("Agreement") with Triumph Research Partners, LLC, and hereby states the designation and number of shares, and fixes the relative rights, preferences, privileges and restrictions thereof as follows:

1. DESIGNATION AND AMOUNT.

The designation of this Class, which consists of Eight Hundred (800) shares (the "Preferred Shares") of Preferred Stock, is the Series B Convertible Preferred Stock (the "Series B Preferred Stock"), and the face amount shall be Two Thousand Five Hundred Dollars ($2,500.00) per share (the "Stated Value"), The date on which a Preferred Share is issued and sold by the Corporation is referred to herein as the "Issue Date", The individual or entity in whose name a Preferred Share is registered on the books of the Corporation is referred to herein as a "Holder" and together each other Holder, as the "Holders", The Preferred Shares issued and sold to the Purchasers pursuant to the above referred Purchase Agreement are sometimes referred to herein as the "Purchaser Preferred Shares."

2. DIVIDENDS.

The Series B Preferred Stock will bear dividends, payable quarterly at the rate of ten percent per annum or $250,00 per Preferred Share. Such dividends shall be payable in cash of common stock, as the Board of Directors shall determine.

3. PRIORITY.

In the event of (i) any liquidation, dissolution or winding up of the affairs of the Corporation, either voluntarily of involuntarily, (ii) the commencement of any insolvency or bankruptcy proceedings, or any receivership, liquidation, reorganization or other similar proceeding relating to the Corporation or its assets or (iii) any assignment for the benefit of creditors or any marshalling of the material assets or material liabilities of the Corporation (each, a "Liquidation Event"), the Holders shall be entitled to receive, in preference to the payment of the liquidation preference of any other shares of Preferred Stock issued by the Corporation or of any other

securities of the Corporation and prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of Common Stock or any other stock of the Corporation having rights or preferences as to a distribution upon a Liquidation Event junior to the rights or preferences of the Series B Preferred Stock ("Junior Securities"), in cash an amount per share of Series B Preferred Stock equal to the Stated Value for such share, plus any amounts owed to the Holder thereof by the Corporation and not yet paid (collectively, the "Liquidation Preference") (which amount shall be adjusted appropriately in the event the outstanding shares or Series B Preferred Stock shall be subdivided, combined or consolidated, by any capital reorganization, reclassification or otherwise into a greater or lesser number of shares of Series B Preferred Stock). If upon the occurrence of a Liquidation Event, the assets and funds available for distribution to the Holders are insufficient to permit the payment to such holders of the full amount of the Liquidation Preference, then the assets and funds available for payment of the Liquidation Preference shall be distributed in proportion to the ratio that the preferential amount payable on each such share (which shall be the Liquidation Preference in the case of a Preferred Share) bears to the aggregate preferential amount payable on all such shares.

For purposes of this Section 3, a Liquidation Event shall (at the option of each Holder with respect to such Holder's Preferred Shares, upon written notice delivered to the Corporation) be deemed to be occasioned by, and to include, but not be limited to (i) the Corporation's sale of all or substantially all of its assets coupled with a distribution of any of the proceeds of such sale to any holders of Junior Stock, or (ii) the acquisition of this Corporation by another entity by means of merger or consolidation resulting in the exchange of outstanding shares of this Corporation for securities or consideration issued, or caused to be issued, by the acquiring corporation or its subsidiary; provided, however, that a reorganization, merger or consolidation involving only a change in the state of incorporation of the Corporation shall not be deemed a Liquidation Event.

4. CONVERSION.

(a) Right to Convert. Each Holder shall have the right to convert, at any time after the date hereof, all or any part of the Preferred Shares held by such Holder at the rate of one thousand fully paid and non-assessable shares ("Conversion Shares") of the Corporation's common stock, no par value per share (the "Common Stock"), for each Preferred Share (a "Conversion") subject to adjustment as set forth herein.

(b) Conversion Notice. In order to convert Preferred Shares, a Holder shall send by mail, personal delivery, courier service or facsimile transmission, at any time prior to 11:59 p.m., eastern time, on the date on which such Holder wishes to effect such Conversion (the "Conversion Date"), (i) a notice of conversion (a "Conversion Notice"), in substantially the form of Exhibit A hereto, to the Corporation (which shall promptly forward such Conversion Notice to the Corporation's transfer agent for the Common Stock (the "Transfer Agent")) stating the number of Preferred Shares to be converted, the applicable

Conversion Price (as defined below) and a calculation of the number of shares of Common Stock issuable upon such Conversion and (ii) a copy of the certificate or certificates representing the Preferred Shares being converted. The Holder shall also deliver the original of the Conversion Notice and of such certificate or certificates to the Corporation. The Corporation shall issue a new certificate

for Preferred Shares in the event that less than all of the Preferred Shares represented by a certificate delivered to the Corporation in connection with a Conversion are converted. Except as otherwise provided herein, upon delivery of a Conversion Notice by a Holder in accordance with the terms hereof, such Holder shall, as of the applicable Conversion Date, be deemed for all purposes to be the record owner of the Common Stock to which such Conversion Notice relates. In the case of a dispute between the Corporation and a Holder as to the calculation of the Conversion Price or the number of Conversion Shares issuable upon a Conversion, the Corporation shall promptly issue to such Holder the number of Conversion Shares that are not disputed and shall submit the disputed calculations to its independent accountant within one (1) Business Day of receipt of such Holder's Conversion Notice. The Corporation shall cause such accountant to calculate the Conversion Price as provided herein and to notify the Corporation and such Holder of the results in writing no later than two (2) Business Days following the day on which it received the disputed calculations. Such accountant's calculation shall be deemed conclusive absent manifest error. The fees of any such accountant shall be borne by the party whose calculations were most at variance with those of such accountant.

(c) Delivery of Common Stock Upon Conversion. Upon receipt of a Conversion Notice from a Holder pursuant to paragraph 4(b) above, the Corporation shall instruct the Transfer Agent to deliver to such Holder, no later than the close of business on the later to occur of (i) the third (3rd) Business Day following the Conversion Date set forth in such Conversion Notice and (ii) the Business Day following the day on which such Holder delivers to the Corporation the certificates representing the Preferred Shares being converted (the "Delivery Date"), the number of Conversion Shares as shall be determined as provided herein. The Corporation shall instruct the Transfer Agent to effect delivery of Conversion Shares to a Holder by, as long as the Transfer Agent participates in the Depository Trust Company ("DTC") Fast Automated Securities Transfer program ("FAST"), crediting the account of such Holder or its nominee at DTC with the number of Conversion Shares required to be delivered, no later than the close of business on such Delivery Date. In the event that Transfer Agent is not a participant in FAST or if a Holder so specifies in a Conversion Notice or otherwise in writing, the Corporation shall instruct the Transfer Agent to effect delivery of Conversion Shares by delivering to the Holder or its nominee physical certificates representing such Conversion Shares, no later than the close of business on such Delivery Date. If any Conversion would create a fractional Conversion Share, such fractional Conversion Share shall be disregarded and the number of Conversion Shares issuable upon such Conversion, in the aggregate, shall be the next higher number of Conversion Shares. Conversion Shares delivered to the Holder shall not contain any restrictive legend as long as (A) the sale or transfer of such Conversion Shares is covered by an effective Registration Statement, (B) such Conversion Shares can be sold pursuant to Rule 144 ("Rule 144") under the Securities Act of 1933, as amended ("Securities Act") and a registered broker dealer provides to the Corporation a customary broker's Rule 144 letter, or (C) such Conversion Shares are eligible for resale under Rule 144(k) or any successor rule or provision.

(d) Failure to Deliver Conversion Shares.

(i) In the event that the Corporation or the Transfer Agent fails for any reason

to deliver to a Holder certificates representing the number of Conversion Shares specified in the applicable Conversion Notice on or before the Delivery Date therefor (a "Conversion Default"), and such failure continues for three (3) Business Days following the Delivery Date, the Corporation shall pay to such Holder payments ("Conversion Default Payments") in the amount of (i) (N/365) multiplied by (ii) the aggregate Liquidation Preference of the Preferred Shares represented by the Conversion Shares which remain the subject of such Conversion Default multiplied by (iii) the lower of twenty-four percent (24%) and the maximum rate permitted by applicable law (the "Default Interest Rate"), where "N" equals the number of days elapsed between the original Delivery Date for such Conversion Shares and the earlier to occur of (A) the date on which all of the certificates representing such Conversion Shares are issued and delivered to such Holder, (B) the date on which such Preferred Shares are redeemed pursuant to the terms hereof and (C) the date on which a Withdrawal Notice (as defined below) is delivered to the Corporation. Amounts payable under this subparagraph (f) shall be paid to the Holder in immediately available funds on or before the fifth (5th) Business Day of the calendar month immediately following the calendar month in which such amounts have accrued.

(ii) In addition to any other remedies provided herein, each Holder shall have the right to pursue actual damages against the Corporation for the failure by the Corporation or the Transfer Agent to issue and deliver Conversion Shares on the applicable Delivery Date (including, without limitation, damages relating to any purchase of shares of Common Stock by such Holder to make delivery on a sale effected in anticipation of receiving Conversion Shares upon Conversion, such damages to be in an amount equal to (A) the aggregate amount paid by such Holder for the shares of Common Stock so purchased minus (B) the aggregate Conversion Price applicable to such Conversion Shares) and such Holder shall have the right to pursue all remedies available to it at law or in equity (including, without limitation, a decree of specific performance and/or injunctive relief).

(e) Conversion at Maturity. On the date which is three (3) years following the Issue Date relating to a Preferred Share (the "Maturity Date"), such Preferred Shares then outstanding shall be automatically converted into the number of shares of Common Stock as provided in paragraph 4(a) (a "Conversion at Maturity"); provided, however, that if, on the Maturity Date, (i) the number of shares of Common Stock authorized, unissued and unreserved for all other purposes, or held in the Corporation's treasury, is not sufficient to effect the issuance and delivery of the number of Conversion Shares into which all outstanding Preferred Shares are then convertible, or (ii) the Common Stock is not actively traded on the Nasdaq SmallCap Market or the Nasdaq National Market, each Holder shall have the option, upon written notice to the Corporation, to retain its rights as a holder of Preferred Shares, including without limitation, the right to convert such Preferred Shares in accordance with the terms of paragraphs 4(a) through 4(c) hereof and, upon delivery of such notice, such Preferred Shares shall not be subject to a Conversion at Maturity hereunder until the thirtieth (30th) day following the later of (a) the date on which the event specified (i), (ii) or (iii) is no longer continuing and (b) the date on which the Corporation delivers to each Holder written notice to such effect, and in such event, such thirtieth day shall be deemed to be the Maturity Date for purposes of this Certificate of Designation. If a Conversion at Maturity occurs, the Corporation and each Holder shall follow the procedures for Conversion set forth in this Section 4, with the Maturity Date deemed to be the Conversion Date, except that the Holder shall not be required to send a Conversion Notice as

contemplated by paragraph 4(b).

5. ADJUSTMENTS TO CONVERSION PRICE.

(a) Adjustment to Conversion Price Due to Stock Split, Stock Dividend, Etc. If, prior to the Conversion of all of the Preferred Shares, (A) the number of outstanding shares of Common Stock is increased by a stock split, a stock dividend on the Common Stock, a reclassification of the Common Stock, or the distribution to holders of Common Stock of rights or warrants entitling them to subscribe for or purchase Common Stock at less than the then current market price thereof (based upon the subscription or exercise price of such rights or warrants at the time of the issuance thereof), the Conversion Price shall be proportionately reduced, or (B) the number of outstanding shares of Common Stock is decreased by a reverse stock split, combination or reclassification of shares, the Conversion Price shall be proportionately increased. In such event, the Corporation shall notify the Transfer Agent of such change on or before the effective date thereof. For purposes hereof, the market price per share of Common Stock on any date shall be the average Closing Bid Price for the Common Stock on the five (5) consecutive Trading Days occurring immediately prior to but not including the earlier of such date and the Trading Day before the "ex" date, if any, with respect to the issuance or distribution requiring such computation. The term "ex date", when used with respect to any issuance or distribution, means the first Trading Day on which the Common Stock trades regular way in the market from which such average Closing Bid Price is then to be determined without the right to receive such issuance or distribution.

(b) Adjustment to Conversion Price During Reference Period. If, prior to the Conversion of all of the Preferred Shares, the number of outstanding shares of Common Stock is increased or decreased by a stock split, a stock dividend on the Common Stock, a combination, or a reclassification of the Common Stock, and such event takes place during the reference period for the determination of the Conversion Price for any Conversion thereof, the Conversion Price shall be calculated giving appropriate effect to the stock split, stock dividend, combination, or reclassification for all Trading Days occurring during such reference period.

(c) Adjustment Date to Merger, Consolidation, Etc. If, prior to the Conversion of all of the Preferred Shares, there shall be any merger, consolidation, business combination, tender offer, exchange of shares, recapitalization, reorganization, redemption or other similar event, as a result of which shares of Common Stock shall be changed into the same or a different number of shares of the same or another class or classes of stock or securities of the Corporation or another entity (an "Exchange Transaction"), then such Holder shall (A) upon the closing of such Exchange Transaction, have the right to receive, with respect to any shares of Common Stock then held by such Holder, or which such Holder is then entitled to receive pursuant to a Conversion Notice previously delivered by such Holder, (and without regard to whether such shares contain a restrictive legend or are freely-tradeable) the same amount and type of consideration (including without limitation, stock, securities and/or other assets) and on the same terms as a holder of shares of Common Stock would be entitled to receive in connection with such Exchange Transaction (the "Exchange Consideration"), and (B) upon the Conversion of Preferred Shares occurring subsequent to the closing of such Exchange Transaction, have the

right to receive the Exchange Consideration which such Holder would have been entitled to receive in connection with such Exchange Transaction had such shares been converted immediately prior to such Exchange Transaction, and in any such case appropriate provisions shall be made with respect to the rights and interests of such Holder to the end that the provisions hereof (including, without limitation, provisions for the adjustment of the Conversion Price and of the number of shares issuable upon a Conversion) shall thereafter be applicable as nearly as may be practicable in relation to any securities thereafter

deliverable upon the Conversion of such Preferred Shares. The Corporation shall not effect any Exchange Transaction unless (i) it first gives to each Holder twenty (20) days prior written notice of such Exchange Transaction (an "Exchange Notice"), and makes a public announcement of such event at the same time that it gives such notice and (ii) the resulting successor or acquiring entity (if not the Corporation) assumes by written instrument the obligations of the Corporation hereunder, including the terms of this subparagraph 5(c), and any other agreement relating to the rights of Holders.

(d) Distribution of Assets. If the Corporation or any of its subsidiaries shall declare or make any distribution of cash, evidences of indebtedness or other securities or assets (other than cash dividends or distributions payable out of earned surplus or not profits for the current or the immediately preceding year), or any rights to acquire any of the foregoing, to holders of Common Stock (or to a holder of the common stock of any such subsidiary) as a partial liquidating dividend, by way of return of capital or otherwise, including any dividend or distribution in shares of capital stock of a subsidiary of the Corporation (collectively, a "Distribution"), then, upon a Conversion by a Holder occurring after the record date for determining stockholders entitled to such Distribution, the Floating Conversion Price (for all Conversions occurring during the Initial Conversion Period) or the Fixed Conversion Price (for all Conversions occurring after the last day of the Initial Conversion Period) for Preferred Shares not converted prior to the record date of a Distribution shall be reduced to a price determined by decreasing such Conversion Price in effect immediately prior to the record date of the Distribution by an amount equal to the fair market value of the assets so distributed with respect to each share of Common Stock, such fair market value to be determined by an investment banking firm selected by the Holders of at least two-thirds (2/3) of the Preferred Shares then outstanding and reasonably acceptable to the Corporation.

(e) Adjustment Pursuant to Other Agreements. In addition to and without limiting in any way the adjustments provided in this Section 5, the Conversion Price shall be adjusted as may be required by the provisions of any other agreement between the Corporation and the Holders.

(f) No Fractional Shares. If any adjustment under this Section would create a fractional share of Common Stock or a right to acquire a fractional share of Common Stock, such fractional share shall be disregarded and the number of shares of Common Stock issuable upon Conversion shall be the next higher number of shares or, at the option of the Corporation, shall be paid in cash in an amount calculated by multiplying the amount of the fractional share times the Closing Bid Price used to calculate the Conversion Price for such Conversion.

6. MANDATORY REDEMPTION BY HOLDER.

(a) Mandatory Redemption. In the event that a Mandatory Redemption Event (as defined below) occurs, each Holder shall have the right to have all or any portion of the Preferred Shares hold by such Holder redeemed by the Corporation (a "Mandatory Redemption") at the Mandatory Redemption Price (as defined herein) in same day funds. In order to exercise its right to affect a Mandatory Redemption, a Holder must deliver a written notice (a "Mandatory Redemption Notice") to the Corporation at any time on or before the Business Day following the day on which such event is no longer continuing.

(b) Mandatory Redemption Event. Each of the following events shall be deemed a "Mandatory Redemption Event":

(i) the Corporation fails for any reason (including without limitation as a result of not having a sufficient number of shares of Common Stock

authorized and reserved for issuance, or as a result of the limitation contained in Section 5(a) hereof), due to voluntary action undertaken by the Corporation or a failure by the Corporation to take action, to issue shares of Common Stock to a Holder and deliver certificates representing such shares to such Holder as and when required by the provisions hereof upon Conversion of any Preferred Shares, and such failure continues for ten (10) Business Days;

(ii) the Corporation breaches, in a material respect, due to voluntary action undertaken by the Corporation or a failure by the Corporation to take action, any covenant or other material term or condition of this Certificate, or any other agreement, document, certificate or other instrument delivered in connection with the transactions contemplated thereby, and such breach continues for a period of five (5) Business Days after written notice thereof to the Corporation from a Holder;

(iii) any material representation or warranty made by the Corporation in any agreement, document, certificate or other instrument delivered to Holder prior to the Issue Date is inaccurate or misleading in any material respect as of the date such representation or warranty was made due to voluntary action undertaken by the Corporation or a failure by the Corporation to take action;

(o) Mandatory Redemption Price. The "Mandatory Redemption Price" shall be equal to the Liquidation Preference of the Preferred Shares being redeemed multiplied by one hundred and twenty five percent (125%).

(d) Payment of Mandatory Redemption Price.

(i) The Corporation shall pay the Mandatory Redemption Price to the Holder exercising its right to redemption on the later to occur of (i) the fifth (5th) Business Day following the Mandatory Redemption Date and (ii) the date on which the Preferred Shares being redeemed are delivered by the Purchaser to the Corporation for cancellation.

(ii) If Corporation fails to pay the Mandatory Redemption Price to the Holder within five (5) Business Days of the Mandatory Redemption Date, the Holder shall be entitled to interest thereon, from and after the Mandatory Redemption Date until the Mandatory

Redemption Price has been paid in full, at an annual rate equal to the Default Interest Rate.

(iii) If the Corporation fails to pay the Mandatory Redemption Price within ten (10) Business Days of the Mandatory Redemption Date, then the Holder shall have the right at any time, so long as the Corporation remains in default, to require the Corporation, upon written notice, to immediately issue, in lieu of the Mandatory Redemption Price, the number of shares of Common Stock of the Corporation equal to the Mandatory Redemption Price divided by the Conversion Price in effect on such Conversion Date as is specified by the Holder in writing to the Corporation, such Conversion Price to be reduced by one percent (1%) for each day beyond such 10th Business Day in which the failure to pay the Mandatory Redemption Price continues; provided, however, that the maximum percentage by which such Conversion Price may be reduced hereunder shall be fifty percent (50%).

7. MISCELLANEOUS.

(a) Transfer of Preferred Shares. A Holder may sell or transfer all or any portion of the Preferred Shares to any person or entity as long as such sale or transfer is the subject of an effective registration statement under the Securities Act or is exempt from registration thereunder and otherwise is made

in accordance with the terms of the Purchase Agreement. From and after the date of such sale or transfer, the transferee thereof shall be deemed to be a Holder. Upon any such sale or transfer, the Corporation shall, promptly following the return of the certificate or certificates representing the Preferred Shares that are the subject of such sale or transfer, issue and deliver to such transferee a new certificate in the name of such transferee.

(b) Notices. Except as otherwise provided herein, any notice, demand or request required or permitted to be given pursuant to the terms hereof, the form or delivery of which notice, demand or request is not otherwise specified herein, shall be in writing and shall be deemed given (i) when delivered personally or by verifiable facsimile transmission on or before 5:00 p.m., eastern time, on a Business Day or, if such day is not a Business Day, on the next succeeding Business Day, (ii) on the next Business Day after timely delivery to on overnight courier and (iii) on the third Business Day after deposit in the U.S. mail (certified or registered mail, return receipt requested, postage prepaid), addressed to the parties as follows:

If to the Corporation: c/o David L. Kagel
Law Offices of David L. Kagel,
A Professional Corporation
1801 Century Park East, Suite 2500
Los Angeles, California 90067

with & copy to the Corporation's executive offices and if to any Holder, to such address for such Holder as shall be designated by such Holder in writing to the Corporation.

(c) Lost or Stolen Certificate, Upon receipt by the Corporation of evidence of the loss, theft, destruction or mutilation of a certificate representing Preferred Shares, and (in the case of loss, theft or destruction) of indemnity or security reasonably satisfactory to the

Corporation, and upon surrender and cancellation of such certificate if mutilated, the Corporation shall execute and deliver to the Holder a new certificate identical in all respects to the original certificate.

(d) Voting Rights. The Holders of the Preferred Shares shall have the same voting rights with respect to the business, management or affairs of the Corporation as if the Preferred shares were converted to the minimum number of common shares on the record date; provided that the Corporation shall provide each Holder with prior notification of each meeting of stockholders (and copies of proxy statements and other information sent to such stockholders).

(e) Remedies, Characterization. Other Obligations, Breaches and Injunctive Relief. The remedies provided to a Holder in this Certificate of Designation shall be cumulative and in addition to all other remedies available to such Holder under this Certificate of Designation at law or in equity (including without limitation a decree of specific performance and/or other injunctive relief), no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy and nothing contained herein shall limit such Holder's right to pursue actual damages for any failure by the Corporation to comply with the terms of this Certificate of Designation. The Corporation agrees with each Holder that there shall be no characterization concerning this instrument other than as specifically provided herein, Amounts set forth or provided for herein with respect to payments, conversion and the like (and the computation thereof) shall be the amounts to be received by the Holder hereof and shall not, except as expressly provided herein, be subject to any other obligation of the Corporation (or the performance thereof). The Corporation acknowledges that a breach by it of its obligations hereunder will

cause irreparable harm to the Holders and that the remedy at law for any such breach may be inadequate. The Corporation agrees, in the event of any such breach or threatened breach, each Holder shall be entitled, in addition to all other available remedies, to an injunction restraining any breach, without the necessity of showing economic loss and without any bond or other security being required.

(f) Failure or Delay not Waiver. No failure or delay on the part of a Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

EXHIBIT A

NOTICE OF CONVERSION

The undersigned hereby elects to convert shares of Series B Convertible Preferred Stock (the "Preferred Stock"), represented by the stock certificate referred to below, (the "Preferred Stock Certificates"), into shares of common stock ("Common Stock") of TechnoConcepts, Inc. according to the terms and conditions of the Certificate of Designation relating to the Series B Preferred Stock (the "Certificate of Designation"), as of the date written below. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Certificate of Designation.

TechnoConcepts, Inc.

SUBJECT: TechnoConcepts, Inc.
FROM: "David L. Kagel" (dkagel@earthlink.net)
DATE: Thu, 24 Mar 2005 16:19:14 0800
TO: Richelle Reed (rreed@parasec.com)

Please file on an expedited basis the attached Amendment to the Articles of Incorporation of TechnoConcepts, Inc. Please call upon receipt to confirm when it will be filed. Thank you for your assistance.

CONTENT-TYPE: Application/octet-stream
AMENDMENT TO ARTICLES OF INCORPORATION.WPD
CONTENT-ENCODING: Base64

EXHIBIT 3.2

BYLAWS

OF

TECHNOCONCEPTS, INC.
(formerly known as Technology Consulting Partners, Inc.)

(a Colorado corporation)

ARTICLE I
OFFICES

1.1 Business Office. The principal office and place of business of the corporation shall be 9282 South Fox Fire Lane, Highlands Ranch, Colorado 80129. Other offices and places of business may be established from time to time by resolution of the Board of Directors or as the business of the corporation may require.

1.2 Registered Office. The registered office of the corporation, required by the Colorado Business Corporation Act to be maintained in the State of Colorado, may be, but need not be, identical with the principal office in the State of Colorado, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II
SHARES AND TRANSFER THEREOF

2.1 Regulation. The Board of Directors may make such rules and regulations as it may deem appropriate concerning the issuance, transfer and registration of certificates for shares of the corporation, including the appointment of transfer agents and registrars.

2.2 Certificates for Shares. Certificates representing shares of the corporation shall be respectively numbered serially for each class of shares, or series thereof, as they are issued, shall be impressed with the corporate seal or a facsimile thereof, and shall be signed by the Chairman or Vice Chairman of the Board of Directors or by the President or a Vice-President and by the Treasurer or an Assistant Treasurer or by the Secretary or an Assistant Secretary; provided that any or all of the signatures may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the corporation itself or its employee. Each certificate shall state the name of the corporation, the fact that the corporation is organized or incorporated under the laws of the State of Colorado, the name of the person to whom issued, the date of issue, the class (or series of any class), the number of shares represented thereby and the par value of the shares represented

thereby or a statement that such shares are without par value. A statement of the designations, preferences, qualifications, limitations, restrictions and special or relative rights of the shares of each class shall be set forth in full or summarized on the face or back of the certificates which the corporation shall issue, or in lieu thereof, the certificate may set forth that such a statement or summary will be furnished to any shareholder upon request without charge. Each certificate shall be otherwise in such form as may be prescribed by the Board of Directors and as shall conform to the rules of any stock exchange on which the shares may be listed. The corporation shall not issue certificates representing fractional shares and shall not be obligated to make any transfers creating a fractional interest in a share of stock. The

corporation may issue scrip in lieu of any fractional shares, such scrip to have terms and conditions specified by the Board of Directors.

2.3 Cancellation of Certificates. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificates shall be issued in lieu thereof until the former certificate for a like number of shares shall have been surrendered and cancelled, except as herein provided with respect to lost, stolen or destroyed certificates.

2.4 Lost, Stolen or Destroyed Certificates. Any shareholder claiming that his certificate for shares is lost, stolen or destroyed may make an affidavit or affirmation of the fact and lodge the same with the Secretary of the corporation, accompanied by a signed application for a new certificate. Thereupon, and upon the giving of a satisfactory bond of indemnity to the corporation not exceeding an amount double the value of the shares as represented by such certificate (the necessity for such bond and the amount required to be determined by the President and Treasurer of the corporation), a new certificate may be issued of the same tenor and representing the same number, class and series of shares as were represented by the certificate alleged to be lost, stolen or destroyed.

2.5 Transfer of Shares. Subject to the terms of any shareholder agreement relating to the transfer of shares or other transfer restrictions contained in the Articles of Incorporation or authorized therein, shares of the corporation shall be transferable on the books of the corporation by the holder thereof in person or by his duly authorized attorney, upon the surrender and cancellation of a certificate or certificates for a like number of shares. Upon presentation and surrender of a certificate for shares properly endorsed and payment of all taxes therefor, the transferee shall be entitled to a new certificate or certificates in lieu thereof. As against the corporation, a transfer of shares can be made only on the books of the corporation and in the manner hereinabove provided, and the corporation shall be entitled to treat the holder of record of any share as the owner thereof and shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the statutes of the State of Colorado.

2.6 Transfer Agent. Unless otherwise specified by the Board of Directors by resolution, the Secretary of the corporation shall act as transfer agent of the certificates representing the shares of stock of the corporation. He shall maintain a stock transfer book, the stubs in which shall set forth among other things, the names and addresses of the holders of all issued shares of the corporation, the number of shares held by each, the certificate numbers representing such shares, the date of issue of the certificates representing such shares, and whether or not such shares originate from original issue or from transfer. Subject to Section 3.7, the names and addresses of the shareholders as they appear on the stubs of the stock transfer book shall be conclusive evidence as to who are the shareholders of record and as such entitled to receive notice of the meetings of shareholders; to vote at such meetings; to examine the list of the shareholders entitled to vote at meetings; to receive dividends; and to own, enjoy and exercise any other property

or rights deriving from such shares against the corporation. Each shareholder shall be responsible for notifying the Secretary in writing of any change in his name or address and failure so to do will relieve the corporation, its directors, officers and agents, from liability for failure to direct notices or other documents, or pay over or transfer dividends or other property or rights, to a name or address other than the name and address appearing on the stub of the stock transfer book.

2.7 Close of Transfer Book and Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders, or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors may provide that the stock transfer books shall be closed for a stated period, but not to exceed, in any case, fifty days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of, or to vote at a meeting of shareholders, such books shall be closed for at least ten days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than fifty days and, in case of a meeting of shareholders, not less than ten days prior to the date on which the particular action requiring such determination of shareholders is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

ARTICLE III
SHAREHOLDERS AND MEETINGS THEREOF

3.1 Shareholders of Record. Only shareholders of record on the books of the corporation shall be entitled to be treated by the corporation as holders in fact of the shares standing in their respective names, and the corporation shall not be bound to recognize any equitable or other claim to, or interest in, any shares on the part of any other person, firm or corporation, whether or not it shall have express or other notice thereof, except as expressly provided by the laws of Colorado.

3.2 Meetings. Meetings of shareholders shall be held at the principal office of the corporation, or at such other place as specified from time to time by the Board of Directors. If the Board of Directors shall specify another location such change in location shall be recorded on the notice calling such meeting.

3.3 Annual Meeting. In the absence of a resolution of the Board of Directors providing otherwise, the annual meeting of shareholders of the corporation for the election of directors, and for the transaction of such other business as may properly come

before the meeting, shall be held at such time as may be determined by Board of Directors by resolution in conformance with Colorado law. If the election of Directors shall not be held on the day so designated for any annual meeting of the shareholders, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as may be convenient.

3.4 Special Meetings. Special meetings of shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, the Board of Directors, the holders of not less than one-tenth of all the shares entitled to vote at the meeting, or legal counsel of the corporation as last designated by resolution of the Board of Directors.

3.5 Notice. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered unless otherwise prescribed by statute not less than ten days nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officer or person calling the meeting to each shareholder of record entitled to vote at such meeting; except that, if the authorized shares are to be increased, at least thirty days' notice shall be given. Notice to shareholders of record, if mailed, shall be deemed given as to any shareholder of record, when deposited in the United States mail, addressed to the shareholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid, but if three successive letters mailed to the last-known address of any shareholder of record are returned as undeliverable, no further notices to such shareholder shall be necessary, until another address for such shareholder is made known to the corporation.

3.6 Meeting of All Shareholders. If all of the shareholders shall meet at

any time and place, either within or without the State of Colorado, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

3.7 Voting Record. The officer or agent having charge of the stock transfer books for shares of the corporation shall make, at least ten days before such meeting of shareholders, a complete record of the shareholders entitled to vote at each meeting of shareholders or any adjournment thereof, arranged in alphabetical order, with the address and the number of shares held by each. The record, for a period of ten days prior to such meeting, shall be kept on file either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held, whether within or without the State of Colorado, and shall be subject to inspection by any shareholder for any purpose germane to the meeting at any time during usual business hours. Such record shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder for any purpose germane to the meeting during the whole time of the meeting for the purposes thereof. The original stock transfer books shall be the prima facie evidence as to who are the shareholders entitled to examine the record or transfer books or to vote at any meeting of shareholders.

3.8 Quorum. A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders, except as otherwise provided by the Colorado Business Corporation Act and the Articles of Incorporation. In the absence of a quorum at any such meeting, a majority of the shares so represented may adjourn the meeting from time to time for a period not to exceed sixty days without further notice. At such adjourned meeting at which a quorum shall be presentor represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

3.9 Manner of Acting. If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders, unless the vote of a greater proportion or number or voting by classes is otherwise required by statute or by the Articles of Incorporation or these Bylaws.

3.10 Proxies. At all meetings of shareholders a shareholder may vote in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the corporation before or at the time of the meeting. No proxy shall be valid after three years from the date of its execution, unless otherwise provided in the proxy.

3.11 Voting of Shares. Unless otherwise provided by these Bylaws or the Articles of Incorporation, each outstanding share entitled to vote shall be

entitled to one vote upon each matter submitted to a vote at a meeting of shareholders, and each fractional share shall be entitled to a corresponding fractional vote on each such matter.

3.12 Voting of Shares by Certain Holders. Shares standing in the name of another corporation may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provision, as the Board of Directors of such other corporation may determine. Shares standing in the name of a deceased person, a minor ward or an incompetent person, may be voted by his administrator, executor, court appointed guardian or conservator, either in person or by proxy without a transfer of such shares into the name of such administrator, executor, court appointed guardian or conservator. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name. Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred. Neither shares of its own stock

belonging to this corporation, nor shares of its own stock held by it in a fiduciary capacity, nor shares of its own stock held by another corporation if the majority of shares entitled to vote for the election of directors of such corporation is held by this corporation may be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding shares at any given time. Redeemable shares which have been called for redemption shall not be entitled to vote on any matter and shall not be deemed outstanding shares on and after the date on which written notice of redemption has been mailed to shareholders and a sum sufficient to redeem such shares has been irrevocably deposited or set aside to pay the redemption price to the holders of the shares upon surrender of certificates therefor.

3.13 Informal Action by Shareholders. Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

3.14 Voting by Ballot. Voting on any question or in any election may be by voice vote unless the presiding officer shall order or any shareholder shall demand that voting be by ballot.

3.15 Cumulative Voting. No shareholder shall be permitted to cumulate his votes by giving one candidate as many votes as the number of such directors multiplied by the number of his shares shall equal, or by distributing such

votes on the same principal among any number of candidates.

ARTICLE IV
DIRECTORS, POWERS AND MEETINGS

4.1 Board of Directors. The business and affairs of the corporation shall be managed by a board of not less than one (1) nor more than seven (7) directors. Directors need not be shareholders of the corporation or residents of the State of Colorado and who shall be elected at the annual meeting of shareholders or some adjournment thereof. Directors shall hold office until the next succeeding annual meeting of shareholders and until their successors shall have been elected and shall qualify. The Board of Directors may increase or decrease, to not less than one (1) nor more than seven (7), the number of directors by resolution.

4.2 Regular Meetings. A regular, annual meeting of the Board of Directors shall be held at the same place as, and immediately after, the annual meeting of shareholders, and no notice shall be required in connection therewith. The annual meeting of the Board of Directors shall be for the purpose of electing officers and the transaction of such other business as may come before the meeting. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Colorado, for the holding of additional regular meetings without other notice than such resolution.

4.3 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors if there are two or more directors of the Corporation. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Colorado, as the place for holding any special meeting of the Board of Directors called by them.

4.4 Notice. Written notice of any special meeting of directors shall be given as follows:

(a) By mail to each director at his business address at least three days prior to the meeting; or

(b) By personal delivery or telegram at least twenty-four hours prior to the meeting to the business address of each director, or in the event such notice is given on a Saturday, Sunday or holiday, to the residence address of each director. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the

Board of Directors need be specified in the notice or waiver of notice of such meeting.

4.5 Participation by Electronic Means. Except as may be otherwise provided by the Articles of Incorporation or Bylaws, members of the Board of Directors or any committee designated by such Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

4.6 Quorum and Manner of Acting. A quorum at all meetings of the Board of Directors shall consist of a majority of the number of directors then holding office, but a smaller number may adjourn from time to time without further notice, until a quorum is secured. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by the laws of the State of Colorado or by the Articles of Incorporation or these Bylaws.

4.7 Organization. The Board of Directors shall elect a chairman to preside at each meeting of the Board of Directors. The Board of Directors shall elect a Secretary to record the discussions and resolutions of each meeting.

4.8 Presumption of Assent. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall

be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

4.9 Informal Action By Directors. Any action required or permitted to be taken by the Board of Directors, or a committee thereof, at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the directors or all the committee members entitled to vote with respect to the subject matter thereof.

4.10 Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office, and shall hold such office until his successor is duly elected and shall qualify. Any directorship to be filled by reason of an increase in the number of directors shall be filled by the affirmative vote of a majority of the directors then in office or by an election at an annual meeting, or at a special meeting

of shareholders called for that purpose. A director chosen to fill a position resulting from an increase in the number of directors shall hold office only until the next election of directors by the shareholders.

4.11 Compensation. By resolution of the Board of Directors and irrespective of any personal interest of any of the members, each director may be paid his expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

4.12 Removal of Directors. Any director or directors of the corporation may be removed at any time, with or without cause, in the manner provided in the Colorado Business Corporation Act.

4.13 Resignations. A director of the corporation may resign at any time by giving written notice to the Board of Directors, President or Secretary of the corporation. The resignation shall take effect upon the date of receipt of such notice, or at any later period of time specified therein. The acceptance of such resignation shall not be necessary to make it effective, unless the resignation requires it to be effective as such.

4.14 General Powers. The business and affairs of the corporation shall be managed by the Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the shareholders. The directors shall pass upon any and all bills or claims of officers for

salaries or other compensation and, if deemed advisable, shall contract with officers, employees, directors, attorneys, accountants, and other persons to render services to the corporation.

ARTICLE V
OFFICERS

5.1 Term and Compensation. The elective officers of the corporation shall consist of at least a President, a Secretary and a Treasurer, each of whom shall be eighteen years or older and who shall be elected by the Board of Directors at its annual meeting. Unless removed in accordance with procedures established by law and these Bylaws, the said officers shall serve until the next succeeding annual meeting of the Board of Directors and until their respective successors are elected and shall qualify. Any number of offices may be held by the same person at the same time. The Board may elect or appoint such other officers and agents as it may deem advisable, who shall hold office during the pleasure of the Board.

5.2 Powers. The officers of the corporation shall exercise and perform the

respective powers, duties and functions as are stated below, and as may be assigned to them by the Board of Directors.

(a) The President shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. He shall preside, when present, at all meetings of the shareholders and of the Board of Directors unless a different chairman of such meetings is elected by the Board of Directors.

(b) In the absence or disability of the President, the Vice-President or Vice-Presidents, if any, in order of their rank as fixed by the Board of Directors, and if not ranked, the Vice-Presidents in the order designated by the Board of Directors, shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on the President. Each Vice-President shall have such other powers and perform such other duties as may from time to time be assigned to him by the President or the Board of Directors.

(c) The Secretary shall prepare and maintain accurate minutes of all meetings of the shareholders and the Board of Directors unless a different Secretary of such meetings is elected by the Board of Directors. He shall keep, or cause to be kept a record of the shareholders of the corporation and shall be responsible for the giving of notice of meetings of the shareholders or the Board of Directors. The Secretary shall prepare and maintain any and all other records and information required to be kept by the corporation under Section 7-116-101 of the Colorado Business Corporation Act. The Secretary shall have the responsibility for authenticating records of the corporation. The Secretary shall be custodian of the records and of the seal of the corporation and shall attest the affixing of the seal of the corporation when so authorized. The Secretary or Assistant Secretary shall sign all stock certificates, as described in Section 2.2 hereof.

The Secretary shall perform all duties commonly incident to his office and such other duties as may from time to time be assigned to him by the President or the Board of Directors.

(d) An Assistant Secretary may, at the request of the Secretary, or in the absence or disability of the Secretary, perform all of the duties of the Secretary. He shall perform such other duties as may be assigned to him by the President or by the Secretary.

(e) The Treasurer, subject to the order of the Board of Directors, shall have the care and custody of the money, funds, valuable papers and documents of the corporation. He shall keep accurate books of accounts of the corporation's transactions, which shall be the property of the corporation, and shall render financial reports and statements of condition of the corporation when so requested by the Board of Directors or President. The Treasurer shall perform all duties commonly incident to his office and such other duties as may

from time to time be assigned to him by the President or the Board of Directors. In the absence or disability of the President and Vice-President or Vice-Presidents, the Treasurer shall perform the duties of the President.

(f) An Assistant Treasurer may, at the request of the Treasurer, or in the absence or disability of the Treasurer, perform all of the duties of the Treasurer. He shall perform such other duties as may be assigned to him by the President or by the Treasurer.

5.3 Compensation. All officers of the corporation may receive salaries or other compensation if so ordered and fixed by the Board of Directors. The Board of Directors shall have authority to fix salaries in advance for stated periods or render the same retroactive as the Board may deem advisable.

5.4 Delegation of Duties. In the event of absence or inability of any officer to act, the Board of Directors may delegate the powers or duties of such officer to any other officer, director or person whom it may select.

5.5 Bonds. If the Board of Directors by resolution shall so require, any officer or agent of the corporation shall give bond to the corporation in such amount and with such surety as the Board of Directors may deem sufficient, conditioned upon the faithful performance of their respective duties and offices.

5.6 Removal. Any officer or agent may be removed by the Board of Directors or by the executive committee, if any, whenever in its judgment the best interest of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not, of itself, create contract rights.

ARTICLE VI
FINANCE

6.1 Reserve Funds. The Board of Directors, in its uncontrolled discretion, may set aside from time to time, out of the net profits or earned surplus of the corporation, such sum or sums as it deems expedient as a reserve fund to meet contingencies, for equalizing dividends, for maintaining any property of the corporation, and for any other purpose.

6.2 Banking. The moneys of the corporation shall be deposited in the name of the corporation in such bank or banks or trust company or trust companies, as the Board of Directors shall designate, and may be drawn out only on checks signed in the name of the corporation by such person or persons as the Board of Directors, by appropriate resolution, may direct. Notes and commercial paper, when authorized by the Board, shall be signed in the name of the corporation by such officer or officers or agent or agents as shall thereunto be authorized from time to time.

ARTICLE VII
DIVIDENDS

Subject to the provisions of the Articles of Incorporation and the laws of the State of Colorado, the Board of Directors may declare dividends whenever, and in such amounts, as in the Board's opinion the condition of the affairs of the corporation shall render such advisable.

ARTICLE VIII
CONTRACTS, LOANS AND CHECKS

8.1 Execution of Contracts. Except as otherwise provided by statute or by these Bylaws, the Board of Directors may authorize any officer or agent of the corporation to enter into any contract, or execute and deliver any instrument in the name of, and on behalf of the corporation. Such authority may be general or confined to specific instances and, unless so authorized, no officer, agent or employee shall have any power to bind the corporation for any purpose, except as may be necessary to enable the corporation to carry on its normal and ordinary course of business.

8.2 Loans. No loans shall be contracted on behalf of the corporation and no negotiable paper shall be issued in its name unless authorized by the Board of Directors. When so authorized, any officer or agent of the corporation may effect loans and advances at any time for the corporation from any bank, trust company or institution, firm, corporation or individual. An agent so authorized may make and deliver promissory notes or other evidence of indebtedness of the corporation and may mortgage, pledge, hypothecate or transfer any real or personal property held by the corporation as security for the payment of such loans. Such authority, in the Board of Directors discretion, may be general or confined to specific instances.

8.3 Checks. Checks, notes, drafts and demands for money or other evidence of indebtedness issued in the name of the corporation shall be signed by such person or persons as designated by the Board of Directors and in the manner the Board of Directors prescribes.

8.4 Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE IX
FISCAL YEAR

The fiscal year of the corporation shall be the year adopted by resolution of the Board of Directors.

ARTICLE X
CORPORATE SEAL

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the state of incorporation and the words "CORPORATE SEAL".

ARTICLE XI
AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority of the Directors present at any meeting of the Board of Directors of the corporation at which a quorum is present.

ARTICLE XII
EXECUTIVE COMMITTEE

12.1 Appointment. The Board of Directors by resolution adopted by a majority of the full Board, may designate two or more of its members to constitute an executive committee. The designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

12.2 Authority. The executive committee, when the Board of Directors is not in session shall have and may exercise all of the authority of the Board of Directors except to the extent, if any, that such authority shall be limited by the resolution appointing the executive committee and except also that the executive committee shall not have the authority of the Board of Directors in reference to amending the Articles of Incorporation, adopting a plan of merger or consolidation, recommending to the shareholders the sale, lease or other disposition of all or substantially all of the property and assets of the corporation otherwise than in the usual and regular course of its

business, recommending to the shareholders a voluntary dissolution of the corporation or a revocation thereof, or amending the Bylaws of the corporation.

12.3 Tenure and Qualifications. Each member of the executive committee shall hold office until the next regular annual meeting of the Board of Directors following his designation.

12.4 Meetings. Regular meetings of the executive committee may be held without notice at such time and places as the executive committee may fix from time to time by resolution. Special meetings of the executive committee may be called by any member thereof upon not less than one day's notice stating the place, date and hour of the meeting, which notice may be written or oral, and if mailed, shall be deemed to be delivered when deposited in the United States mail addressed to the member of the executive committee at his business address. Any member of the executive committee may waive notice of any meeting and no notice of any meeting need be given to any member thereof who attends in person. The notice of a meeting of the executive committee need not state the business proposed to be transacted at the meeting.

12.5 Quorum. A majority of the members of the executive committee shall constitute a quorum for the transaction of business at any meeting thereof, and action of the executive committee must be authorized by the affirmative vote of a majority of the members present at a meeting at which a quorum is present.

12.6 Informal Action by Executive Committee. Any action required or permitted to be taken by the executive committee at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the committee entitled to vote with respect to the subject matter thereof.

12.7 Vacancies. Any vacancy in the executive committee may be filled by a resolution adopted by a majority of the full Board of Directors.

12.8 Resignations and Removal. Any member of the executive committee may be removed at any time with or without cause by resolution adopted by a majority of the full Board of Directors. Any member of the executive committee may resign from the executive committee at any time by giving written notice to the President or Secretary of the corporation, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

12.9 Procedure. The executive committee shall elect a presiding officer from its members and may fix its own rules of procedure which shall not be inconsistent with these Bylaws. It shall keep regular minutes of its proceedings and report the same to the Board of Directors for its information at the meeting thereof held next after the proceedings shall have been taken.

ARTICLE XIII
EMERGENCY BYLAWS

The Emergency Bylaws provided for in this Article shall be operative during any emergency in the conduct of the business of the corporation resulting from an attack on the United States or any nuclear or atomic disaster, notwithstanding any different provision in the preceding articles of the Bylaws or in the Articles of Incorporation of the corporation or in the Colorado Business Corporation Act. To the extent not inconsistent with the provisions of this Article, the Bylaws provided in the preceding articles shall remain in effect during such emergency and upon its termination the Emergency Bylaws shall cease to be operative.

During any such emergency:

(a) A meeting of the Board of Directors may be called by any officer or director of the corporation. Notice of the time and place of the meeting shall be given by the person calling the meeting to such of the directors as it may be feasible to reach by any available means of communication. Such notice shall be given at such time in advance of the meeting as circumstances permit in the judgment of the person calling the meeting.

(b) At any such meeting of the Board of Directors, a quorum shall consist of the number of directors in attendance at such meeting.

(c) The Board of Directors, either before or during any such emergency, may, effective in the emergency, change the principal office or designate several alternative principal offices or regional offices, or authorize the officers so to do.

(d) The Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such an emergency any or all officers or agents of the corporation shall for any reason be rendered incapable of discharging their duties.

(e) No officer, director or employee acting in accordance with these Emergency Bylaws shall be liable except for willful misconduct.

(f) These Emergency Bylaws shall be subject to repeal or change by further action of the Board of Directors or by action of the shareholders, but no such repeal or change shall modify the provisions of the next preceding paragraph with regard to action taken prior to the time of such repeal or change. Any amendment of these Emergency Bylaws may make any further or different provision that may be practical and necessary for the circumstances of the emergency.

CERTIFICATE

I hereby certify that the foregoing Bylaws constitute the Bylaws of Technology Consulting Partners, Inc. adopted by the Board of Directors of the corporation as of October 31, 2001.

/s/ Frederick R. Clark, Jr.
Frederick R. Clark, Jr., President

Exhibit 10.5

(AIR COMMERCIAL REAL ESTATE ASSOCIATION LOGO)

STANDARD MULTI-TENANT OFFICE LEASE - GROSS
AIR COMMERCIAL REAL ESTATE ASSOCIATION

1. BASIC PROVISIONS ("BASIC PROVISIONS").

1.1 PARTIES: This Lease ("LEASE"), dated for reference purposes only December 20, 2004, is made by and _____ between Electro Rent Corporation, a California Corporation ("Lessor") and Techno Concepts Inc., a Colorado Corporation ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) PREMISES: That certain portion of the Project (as defined below), known as Suite Numbers(s) 202, 2nd floor(s), consisting of approximately 7,410 rentable square feet and approximately 6,616 useable square feet ("PREMISES"). The Premises are located at: 6060 Sepulveda Blvd., in the City of Van Nuys, County of Los Angeles, State of California, with zip code 91411. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("BUILDING") or to any other buildings In the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." The Project consists of approximately 76,697 rentable square feet. (See also Paragraph 2)

1.2(b) Parking: eighteen (18) unreserved and zero (0) reserved vehicle parking spaces at a monthly cost of $S35.00 per unreserved space and $N/A per reserved space. (See Paragraph 2.6)

1.3 Term: three (3) years and zero (0) months ("Original Term") commencing March 01, 2005 ("Commencement Date") and ending February 29, 2008 ("Expiration Date"). (See also Paragraph 3)

1.4 Early Possession: upon completion of Tenant Improvements ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 Base Rent: $13, 543.00 per month ("Base Rent)", payable on the first (1st) day of each month commencing March 01, 2005. (See also Paragraph 4)

[X] If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. (Addendum #53)

1.6 Lessee's Share of Operating Expense Increase: nine point four three percent (9.43%) ("Lessee's Share"). Lessee's Share has been calculated by dividing the approximate rentable square footage of the Premises by the total

approximate square footage of the rentable space contained in the Project and shall not be subject to revision except in connection with an actual change in the size of the Premises or a change in the space available for lease in the Project.

1.7 Base Rent and Other Monies Paid Upon Execution:

(a) Base Rent: $13,543.00 for the period March 01 - 31, 2005.

(b) Security Deposit: $40,629.00 ("Security Deposit"). (See also Paragraph 5)

(c) Parking: $630.00 for the period March 01 - 31, 2005.

(d) other: $75.00 for twenty-three (23) workstations -included in. 1.7(a), above.

(e) Total Due Upon Execution of this Lease: $54,802.00.

1.8 Agreed Use: software engineering office. (See also Paragraph 6)

1.9 Base Year; Insuring Party. The Base Year is 2005. Lessor is the "Insuring Party". (See also Paragraphs 4.2 and 8)

1.10 Real Estate Brokers: (See also Paragraph 15)

(a) Representation: The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction (check applicable boxes):

[X] Beitler & Associates Inc., DBA Beitler Commercial Realty Services represents Lessor exclusively ("Lessor's Broker");

[X] Sterling Financial represents Lessee exclusively ("Lessee's Broker"); or

[ ] represents both Lessor and Lessee ("Dual Agency").

(b) Payment to Brokers: Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of -- or --% of the total Base Rent for the brokerage services rendered by the Brokers).

1.11 Guarantor. The obligations of the Lessee under this Lease shall be guaranteed by N/A ("Guarantor"). (See also Paragraph 37)

1.12 Business Hours for the Building: 7:00 a.m. to 6:00 p.m., Mondays through Fridays (except Building Holidays) and 9:00 a.m. to 12:00 p.m. on Saturdays (except Building Holidays). "Building Holidays" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and _____.

1.13 Lessor Supplied Services. Notwithstanding the provisions of Paragraph

11.1, Lessor is NOT obligated to provide the following:

[ ] Janitorial services

[ ] Electricity

[ ] Other (specify): _____

1.14 Attachments. Attached hereto are the following, all of which constitute a part of this Lease:

[X] an Addendum consisting of Paragraphs 51 through 60;

[X] a plot floor plan depicling the Premises; Exhibit A

[X] a current set of the Rules and Regulations;

[ ] a Work Letter;

[ ] a janitorial schedule;

[X] other (specify): Exhibit B - Parking Plan

/s/ Illegible	/s/ Illegible
INITIALS	INITIALS

Exhibit 10.6

CONSULTING AGREEMENT

THIS AGREEMENT, made this 19th day of July, 2004 by and between Richard T. Hines Consulting Inc., a Virginia Corporation, with offices located at 809 Princess St., Alexandria, VA 22314, party of the first part (The "Consultant"), and Techno Concepts, Inc., a Colorado Corporation, with offices located at 2060-D Avenida de Los Arboles, suite 148, Thousand Oaks, CA 91362, party of the second part (the "Client").

In consideration of the mutual promises and covenants contained herein, and for ten dollars and other good and valuable consideration, the parties agree as follows:

1. The Client retains the Consultant to perform consulting services and strategic marketing to government and international agencies in connection with general assistance in support of marketing of its current products and services which includes but is not limited to its True Software Radio technology, software development and systems engineering solutions to potential customers for a fee of $10,000,00 per month, plus expense reimbursement, for a period of eighteen months, commencing August 1st, 2004, ending January 31st, 2006, and with payments due upon execution and on the first of each month thereafter. In addition, Consultant shall be granted options on 50,000 shares of Company's common shares per year, prorated, at $5.75 per share. In the event that the Consultant is requested to perform services of new products, expanded services, or achieves certain performance goals, during the eighteen-month period, the Consultant shall be entitled to additional compensation in the form of increased retainers, the amount to be agreed between the parties.

2. The Client shall have the option of extending this consulting agreement after expiration upon 45 days prior notice, for a period of an additional 12 months under the same terms and conditions stated herein except that the monthly compensation shall be reevaluated and mutually agreed upon between the parties based upon the services that the Client requests of the Consultant, plus expense reimbursement, with the first payment due on the first day of February, 2006 and on the first day of each month thereafter.

3. The Consultant shall be reimbursed for reasonable and actual costs of transportation beyond the Washington, D.C. metropolitan area and for meals, parking, overseas telephone calls, and any entertainment expenses incurred on behalf of the Client upon presentation of appropriate receipts. The Consultant shall invoice the Client in writing each month for expenses incurred during the previous month.

4. The parties acknowledge that the Consultant is an independent contractor and not an employee, general agent, or legal representative of the Client. The Consultant is solely responsible for the payment of applicable taxes,

insurance, as well as the salaries of its employees. The Consultant agrees that it will comply with all applicable federal, state, and local laws and regulations in performance of this Agreement.

5. The parties agree to protect all Proprietary and Confidential Information provided by either Party to the other, and not to publish, disclose to any third Party, or use such information other than in performance of this Agreement without the other Party's

written permission. Proprietary or Confidential Information, means materials, documents, data and other information so designated "confidential". Neither Party will be required to protect Proprietary nor Confidential Information, which is or becomes publicly available, is independently developed outside the scope of this Agreement, or is rightfully obtained from Third Parties.

6. This Agreement constitutes the full and accurate understanding and agreement of the parties relating to its entire subject matter. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of this agreement shall be deemed, or shall constitute a continuing waiver or waiver of any future or past breach or violation of any such provision. No waiver shall be binding unless executed in writing by the party making the waiver.

7. This Agreement shall be governed under the laws of the Commonwealth of Virginia and shall be binding upon, and shall inure to the benefit of, the parties thereto and their respective heirs, legal representatives, successors and assigns. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by any reason of this agreement on any person other than the parties to it and their respective successors and assigns.

8. In the event that any provision or any portion of any provision of this Agreement shall be held to be void or unenforceable, then the remaining provisions of this Agreement (and the remaining portion of any provision held to be void or unenforceable in part only) shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated above.

Richard T. Hines Consulting, Inc.	Techno Concepts, Inc.
By: /s/ Richard T. Hines	By: /s/ Antonio Turgeon
Richard T. Hines	Antonio Turgeon
President	CEO

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EXHIBIT 21

SUBSIDIARIES OF THE COMPANY

<TABLE>
<CAPTION>

NAME	JURISDICTION OF INCORPORATION	OWNERSHIP %
<S>	<C>	<C>
Asante Acquisition Corp.	Nevada	100%
TechnoConcepts, Inc.	Nevada	100%

</TABLE>

EXHIBIT 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Antonio E. Turgeon certify that:

1. I have reviewed this annual report of TechnoConcepts, Inc. (formerly Technology Consulting Partners, Inc.);

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the small business issuer as of, and for, the periods presented in this report;

4. I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the small business issuer and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under my supervision, to ensure that material information relating to the small business issuer, including its consolidated subsidiaries, is made known to me by others within those entities, particularly during the period in which this report is being prepared;

(b) Evaluated the effectiveness of the small business issuer's disclosure controls and procedures and presented in this report my conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(c) Disclosed in this report any change in the small business issuer's internal control over financial reporting that occurred during the small business issuer's most recent fiscal quarter (the small business issuer's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the small business issuer's internal control over financial reporting; and

5. I have disclosed, based on my most recent evaluation of internal control over financial reporting, to the small business issuer's auditors and the audit committee of the small business issuer's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or

operation of internal control over financial reporting which are reasonably likely to adversely affect the small business issuer's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the small business issuer's internal control over financial reporting.

Date: May 2, 2005

/s/ Antonio E. Turgeon
Antonio E. Turgeon, President,
Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Michael D. Handelman certify that:

1. I have reviewed this annual report of TechnoConcepts, Inc. (formerly Technology Consulting Partners, Inc.);

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the small business issuer as of, and for, the periods presented in this report;

4. I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the small business issuer and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under my supervision, to ensure that material information relating to the small business issuer, including its consolidated subsidiaries, is made known to me by others within those entities, particularly during the period in which this report is being prepared;

(b) Evaluated the effectiveness of the small business issuer's disclosure controls and procedures and presented in this report my conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(c) Disclosed in this report any change in the small business issuer's internal control over financial reporting that occurred during the small business issuer's most recent fiscal quarter (the small business issuer's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the small business issuer's internal control over financial reporting; and

5. I have disclosed, based on my most recent evaluation of internal control over financial reporting, to the small business issuer's auditors and the audit committee of the small business issuer's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or

operation of internal control over financial reporting which are reasonably likely to adversely affect the small business issuer's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the small business issuer's internal control over financial reporting.

Date: May 2, 2005

/s/ Michael D. Handelman
Michael D. Handelman
Chief Financial Officer

EXHIBIT 32

CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350

I hereby certify that, to the best of my knowledge, the Annual Report on Form 10-KSB/A of TechnoConcepts, Inc. (formerly Technology Consulting Partners, Inc.) for the period ending September 30, 2004:

(1) complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material aspects, the financial condition and results of operations of TechnoConcepts, Inc.

/s/ Antonio E. Turgeon
Antonio E. Turgeon
Chief Executive Officer

May 2, 2005

/s/ Michael Handelman
Michael Handelman
Chief Financial Officer

May 2, 2005

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to TechnoConcepts, Inc. and will be retained by TechnoConcepts, Inc. and furnished to the Securities and Exchange Commission upon request.