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FORM PTQ-1618A
Expires 06/30/99
OMB 0651-0027

07-17-2000

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New**
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment** License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other _____

Execution Date: **August 1, 1997**

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Seattle-Northwest Securities Corporation

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization: a Washington corporation

Receiving Party

Mark if additional names of conveying parties attached

Name Keystroke Financial Incorporated

DBA/AKA/TA _____

Composed of _____



06-14-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #54

Address (line 1) 1511 Third Avenue, Suite 1018

Address (line 2) _____

Address (line 3) Seattle Washington 98101
City State/County Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.
- Corporation Association
- Other _____ (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization a Washington corporation

FOR OFFICE USE ONLY

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40.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Assistant Commissioner of Patents and Trademarks, Box Assignments, 2900 Crystal Drive, Arlington, Virginia 22202-3513

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number 206-340-9619

Name Robert C. Cumbow

Address (line 1) Graham & Dunn PC

Address (line 2) 1420 Fifth Avenue, Suite 3300

Address (line 3) Seattle, Washington

Address (line 4) 98101-2390

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 10

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

2,084,885

Number of Properties Enter the total number of properties involved. # 1

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number # 07-1847

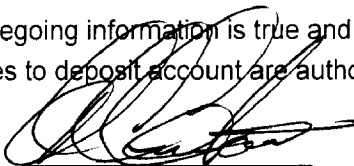
Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Robert C. Cumbow

Name of Person Signing



Signature

6/14/00

Date Signed



06-14-2000

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #54

ASSET PURCHASE AGREEMENT

between

SEATTLE-NORTHWEST SECURITIES CORPORATION

as Seller

and

KEYSTROKE FINANCIAL INCORPORATED

as Buyer

August 1, 1997

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is made as of August 1, 1997, between Seattle-Northwest Securities Corporation, a Washington corporation ("Seller"), and Keystroke Financial Incorporated, a Washington corporation ("Buyer").

RECITALS

A. Seller owns and operates an on-line and interactive mortgage origination business known as "Keystroke Financial."

B. Seller desires to sell the Keystroke Financial assets and business to Buyer, and Buyer desires to purchase those assets and business from Seller, on the terms set forth in this Agreement.

Therefore, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE I GLOSSARY OF TERMS

As used in this Agreement:

1.1 ~~_____~~ other than Hardware, but ~~including~~ without limitation: (i) the name Keystroke Financial (to the extent rights in such name are owned by Seller and without any warranty as to the availability, protectability or ownership of such name), (ii) all web sites, ~~_____~~ trade names, trade secrets, know how, and other intellectual property developed by or used in connection with the Keystroke Financial Business, (iii) all Office Supplies, (iv) all Contracts and Leases, (v) all Permits and Licenses, and (vi) all accounts receivable, work in progress, inventory, good will, business and other assets that are directly used in conducting, or that arise directly out of, the Keystroke Financial Business; provided, however, that the term "Acquired Assets" shall not include any asset described in subsections (iv), (v) and (vi) if the transfer, sale, assignment or conveyance of such asset is not permitted by laws, rules or regulations applicable to such assets or the Keystroke Financial Business, or would constitute a breach, violation or default under the

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provisions of any Contract or Lease to which Seller is a party or by which Seller is bound.

1.2 "Assignment and Assumption Agreement" shall mean the agreement in the form attached hereto as Exhibit A to be executed and exchanged by Buyer and Seller at the Closing for the assignment and assumption of the Assumed Liabilities and the Seller's interest in the Contracts and Leases other than Unassignable Contracts (as defined therein).

1.3 "Assumed Liabilities" shall mean: (i) the Post July 15 Operating Expenses; and (ii) all payment and performance obligations and all liabilities arising out of or related to the Acquired Assets and the operation of the Keystroke Financial Business which were incurred or arose on or after July 1, 1997; provided, however, that the term "Assumed Liabilities" shall not include (x) Pre-July 15 Operating Expenses; (y) claims, liabilities and expenses arising out of the failure of Seller to comply with any governmental regulations that are applicable to the Keystroke Financial Business and which arose before Closing; and (z) claims, liabilities and expenses that are covered by any insurance policies maintained by Seller with respect to the Keystroke Financial Business.

1.4 "Bill of Sale" shall mean the instrument in the form attached hereto as Exhibit B to be executed by Seller and delivered to Buyer at the Closing to transfer to Buyer all Acquired Assets other than the Contracts and Leases.

1.5 "Closing" shall mean the consummation of the asset purchase described in this Agreement, which will take place in the offices of Lane Powell Spears Lubersky, 1420 Fifth Avenue, Suite 4100, Seattle, Washington, at 11:00 a.m. Pacific Daylight Time on August 1, 1997 or at such other time as the parties shall mutually agree.

1.6 "Closing Date" shall mean the date when the Closing takes place.

1.7 "Contracts and Leases" shall mean all executory sales orders, unfilled purchase orders, licensing agreements, consulting agreements, leases and other contracts arising in the ordinary course of the Keystroke Financial Business and existing as of the Closing Date.

1.8 "Excluded Assets" shall mean (i) the leased facilities from which the Keystroke Financial Business is conducted, (ii) cash and cash equivalents on hand and in banks as of the Closing, (iii) all accounts receivable and work in progress arising out

of the Keystroke Financial Business on or before July 15, 1997, (iv) all tax refunds, deposits, returns and other payments, rights to payment and other rights or entitlements that arise out of the Keystroke Financial Business and relate to periods on or before the Closing Date, (v) all insurance premiums paid in respect of the Keystroke Financial Business or Acquired Assets prior to the Closing Date that relate to periods on or after the Closing Date, and (vi) all assets that are directly used in conducting the municipal bond and securities trading business of Seller and, in general, any business or operations of Seller other than the Keystroke Financial Business.

1.9 "Exhibit" shall mean an exhibit that is identified by reference to this Agreement and attached to this Agreement prior to its execution.

1.10 "First Round Investors" shall mean investors who loan money to Buyer on or before January 1, 1998, in exchange for notes convertible into common stock of Buyer and any persons who purchase debt or equity securities from Buyer within such period.

1.11 "Hardware" shall mean the computer hardware, printers, modems, servers, spare parts and other equipment described on attached Exhibit C.

1.12 "Initial Round of Financing" shall mean the capitalization of Buyer within six months after Closing through the issuance of or, as applicable, the reserve for, up to 1,000,000 shares of common stock allocated as follows:

| <u>Holder or Nominee</u> | <u>Number of Shares</u> |
|--|-------------------------|
| Seattle Northwest Securities Corporation | 100,000 |
| Founders, Investment Bankers, Key Employees and Investors (including private lenders with convertible notes), and Employee Stock Option Plan | Up to 900,000 |

1.13 "Keystroke Financial Business" shall mean the on-line and interactive mortgage origination business that has been conducted by Seller under the name Keystroke Financial.

1.31 "Transfer Tax" shall mean applicable excise, sales, transfer, documentary, filing, recordation, real estate conveyance, stamp, use and other similar taxes, levies, fees and charges due in connection with the transfer of the Acquired Assets from Seller to Buyer at the Closing.

1.32 "Warrant" shall mean a warrant in the form of attached Exhibit F to be executed and delivered by Buyer to Seller at the Closing in partial payment of the Purchase Price, exercisable on the earlier of a Liquidity Event or five years after the Closing and enabling Seller to purchase another 100,000 shares of common stock of Buyer (or such larger amount as may result from the anti-dilution protections set forth in Section 6.4 herein) at a price of \$0.01 per share (or such lesser price as may result from the anti-dilution protections set forth in Section 6.4 herein). The Warrant shall have an agreed value of \$5,000 toward payment of the Purchase Price.

ARTICLE II PURCHASE AND SALE

2.1 Asset Purchase. At the Closing and subject to fulfillment or waiver of the Closing conditions specified in Articles VIII and IX hereof, Seller will sell to Buyer, and Buyer will purchase from Seller, the Acquired Assets for the Purchase Price.

2.2 Payment of Purchase Price. In exchange for a duly executed Bill of Sale and Assignment and Assumption Agreement Buyer will pay the Purchase Price to Seller at the Closing as follows:

2.2.1 Cash. Buyer will pay Seller the sum of \$3,000 in cash or by certified or cashier's check;

2.2.2 Note. Buyer will execute and deliver the Note in the amount of \$370,000 to Seller which Note shall be secured by a security interest granted by Buyer to Seller in the Acquired Assets pursuant to the terms of the Security Agreement;

2.2.3 Stock. Buyer will issue and deliver one or more certificates to Seller evidencing the Stock with an agreed value of \$5,000 toward payment of the Purchase Price; and

2.2.4 Warrant. Buyer will execute and deliver the Warrant to Seller with an agreed value of \$5,000 toward payment of the Purchase Price.

2.5 Assumption of Liabilities. Upon the terms and subject to the conditions set forth in this Agreement, Seller agrees to assume, effective at Closing, the Assumed Liabilities.

ARTICLE III SELLER'S REPRESENTATIONS

Seller represents and warrants to Buyer as of the date of execution of this Agreement that:

3.1 Corporate Status. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington, with all requisite corporate power to own, operate and sell the Acquired Assets, as herein provided; notwithstanding the foregoing, Seller makes no representation or warranty that licenses or permits appropriate or necessary for the conduct of the Keystroke Financial Business have been obtained in any particular jurisdiction.

3.2 Authorization. Seller's execution, delivery and performance of this Agreement have been duly authorized by all requisite director, shareholder and other corporate action, and this Agreement has been executed and delivered by a duly authorized officer of Seller and constitutes a legal, valid, and binding obligation of Seller, duly enforceable against Seller in accordance with its terms.

3.3 Absence of Impediments. Seller's execution, delivery and performance of this Agreement, the Bill of Sale, and the Assignment and Assumption Agreement do not and will not cause a breach, violation or default (with or without notice, time lapse or both) under any provision of (i) its articles of incorporation or bylaws, (ii) any security issued by Seller, (iii) any Contract or Lease to which Seller is a party or by which Seller or any of its assets are bound, or (iv) any Permit or License, or any decree, order, or other decision of any court, arbitrator, governmental authority or administrative agency with jurisdiction over Seller, the Acquired Assets, or the Keystroke Financial Business; notwithstanding the foregoing, Seller makes no representation or warranty as to any security, Contract, Lease, Permit License, decree, order or decision that is not within Seller's Knowledge and which relates particularly to the Keystroke Financial Business.

3.4 Title to Assets. To Seller's Knowledge, Seller has good and marketable title to the Hardware and Acquired Assets, free and clear of all Liens except for Permitted Exceptions. Seller also has the full and unrestricted legal right and power to

transfer the Hardware and Acquired Assets to Buyer in accordance with this Agreement.

3.5 Condition of Assets. The Acquired Assets are sold "AS IS, WHERE IS," without warranty as to condition, specification, usefulness, repair, or other characteristics, and Seller EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF CONDITION, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

3.6 Status of Contracts and Leases. To Seller's Knowledge, Schedule 3.6 lists each of the Contracts and Leases of the Keystroke Financial Business.

3.7 Taxes. All Tax Returns required to be filed on or prior to the Closing Date by Seller with respect to any Tax that, if not paid, might result in a Lien (excluding Liens for current taxes or assessments not yet due or payable as of the Closing Date) upon any of the Hardware and Acquired Assets have been duly and timely filed and are true and complete, and all Taxes due pursuant thereto, or otherwise, have been paid. To Seller's Knowledge, there are no disputes regarding any Taxes affecting Acquired Assets. No Tax is required to be withheld pursuant to Section 1445 of the Code as a result of the transfers contemplated in this Agreement because Seller is not a foreign person within the meaning of that section and the United States Treasury regulations thereunder.

3.8 Litigation and Proceedings. Except as described in Schedule 3.8, to Seller's Knowledge no claim, demand, action, investigation, or other legal proceeding is pending or threatened by or against Seller with respect to any Hardware, Acquired Assets, or the Keystroke Financial Business.

3.9 Permits and Licenses. To Seller's Knowledge, Schedule 3.9 hereto includes a complete list of all Permits and Licenses currently held or being applied for by Seller pertaining to the Keystroke Financial Business.

3.10 Insurance. Schedule 3.10 lists the insurance policies that Seller has covering the Acquired Assets and the Keystroke Financial Business.

3.11 Intellectual Property. To Seller's Knowledge (but without any warranty or representation as to the name Keystroke Financial), except for the name Keystroke Financial and its web site, Seller does not use any patents, patent applications, trademarks, copyrights, trade names or other intellectual properties in connection with

9.1 Truth of Buyer's Representations. The representations and warranties made by Buyer in this Agreement shall be true and complete in all material respects on and as of the Closing Date as though then made.

9.2 No Breach of Buyer's Covenants. All the terms, covenants and conditions of this Agreement to be complied with and performed by Buyer on or before the Closing Date shall have been complied with and performed in all material respects.

9.3 Consents. Seller shall have such third party consents to assignment and assumption of Contracts and Leases as Seller shall consider necessary in connection with its sale of the Acquired Assets to Buyer hereunder.

9.4 Employment Claim Release. Seller shall have received a release from Hausauer, in form and content reasonably satisfactory to Seller, of any employment related and other claims he has or may have against Seller other than rights under employee benefit plans, including Seller's 401(k) plan, and any rights contained in this Agreement.

9.5 Litigation. No pending action, suit, proceeding or investigation by or before any court, administrative agency or other governmental authority shall have been instituted to restrain, prohibit or invalidate any of the transactions contemplated by this Agreement.

9.6 Certificates from Buyer. The Seller shall have received one or more certificates from Joseph A. Hausauer, President of Buyer, dated as of the Closing Date: (i) setting forth corporate resolutions authorizing the execution and delivery of this Agreement and the consummation of the transactions set forth herein, and certifying that such resolutions were duly adopted and have not been rescinded or amended as of the Closing Date; and (ii) stating that, to his knowledge, the Buyer's representations and warranties are true and complete as of the Closing as though then made, except as otherwise disclosed in the certificate (collectively, the "Officer's Certificate of Buyer").

ARTICLE X CLOSING OBLIGATIONS

At the Closing, the parties shall exchange the following documents or things:

10.1 Seller's Obligations. Seller shall deliver to Buyer: (i) the duly executed Bill of Sale to all Acquired Assets and the Keystroke Financial Business; (ii) a duly

executed counterpart of the Assignment and Assumption Agreement transferring all of its rights under the Contracts and Leases (subject to any necessary third party consents); and (iii) the Officer's Certificate of Seller.

10.2 Buyer's Obligations. Buyer shall deliver to Seller: (i) a cashier's or certified check in the amount of \$3,000; (ii) the Note in the principal amount of \$370,000, duly executed and dated as of Closing; (iii) the Security Agreement duly executed and dated as of Closing; (iv) one or more certificates evidencing the Stock and registered in the name of Seller; (v) the Warrant, duly executed and dated as of Closing; (vi) a duly executed counterpart of the Assignment and Assumption Agreement assuming all Contracts and Leases; and (vii) the Officer's Certificate of Buyer.

ARTICLE XI POST-CLOSING MATTERS

11.1 Record Retention. After the Closing Date, Buyer will preserve in accordance with its own record retention policies and will make available to Seller the books and records relating to the Acquired Assets and Keystroke Financial Business upon reasonable notice, during normal business hours and on the premises where such books and records are normally maintained. Seller shall have the right to make extracts from and copies of any of such books and records for tax audit and tax return preparation, and other similar purposes. In addition, until the end of the statute of limitations period for Seller for all Taxes to which such records may apply, Buyer shall retain and, without first giving Seller at least 30 days prior written notice and opportunity to take custody of such records at Seller's own expense, shall not destroy any books and records acquired from Seller in connection with this Agreement.

11.2 Reciprocal Covenants Not To Compete. For a period of three years after the Closing: (i) Seller agrees not to compete, directly or indirectly, with Buyer in the on-line or interactive mortgage origination business or to finance a competing business in the United States; and (ii) Buyer and Hausauer agree not to compete, directly or indirectly, with Seller in the municipal bond and securities trading business in the United States.

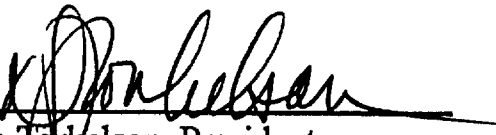
11.3 Further Cooperation. After the Closing, the parties shall cooperate and execute such additional documents and take such further actions as are necessary or desirable to effectuate the asset purchase and related transactions contemplated in this Agreement.

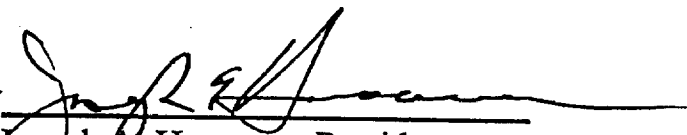
12.8 Other Miscellaneous Matters. This Agreement, the Exhibits, Schedules and Certificates hereto, and the Assignment and Assumption Agreement: (i) contain the entire understanding of the parties on the subject matter addressed; (ii) supersede all prior understandings on those matters; (iii) may only be amended in a writing signed by duly authorized representatives of both Seller and Buyer; (iv) shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties; and (v) shall be executed in counterparts, each of which shall be deemed a fully binding original of the same instrument.

EXECUTED as of the date first above written.

SEATTLE-NORTHWEST
SECURITIES CORPORATION

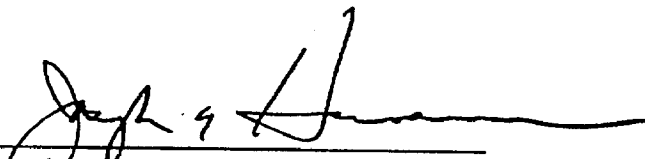
KEYSTROKE FINANCIAL
INCORPORATED

By 
Dean Torkelson, President

By 
Joseph A. Hausauer, President

The undersigned, Joseph A. Hausauer, hereby agrees to be bound by and to perform the duties, obligations, representations and warranties specifically stated to be imposed upon him or specifically stated to be made by him in this Agreement .

Dated: August 1, 1997


Joseph A. Hausauer, Individually