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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 7-1201 Quantum Information Corporation

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 12/29/00

2. Name and address of receiving party(ies)

Name: Regulus Integrated Solutions Internal LLC Address:

Street Address: 580 California Street San Francisco State: CA Zip: 94104

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Delaware Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/832,453

B. Trademark Registration No.(s) 1,931,362

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David M. Perry, Esquire

Internal Address:

Blank Rome Comisky & McCauley LLP

Street Address: One Logan Square

Philadelphia PA 19103 City: State: Zip:

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

02-2555

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

David M. Perry, Esquire Name of Person Signing

Signature

7/9/01 Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

07/17/2001 6TON11 00000062 75832453

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CONTRIBUTION AGREEMENT

THIS AGREEMENT is made this 29th day of December, 2000, by QUANTUM INFORMATION CORPORATION, a Delaware corporation ("Assignor"), and REGULUS INTEGRATED SOLUTIONS LLC, a Delaware limited liability company ("Assignee").

BACKGROUND

Pursuant to the terms of a certain Asset Purchase Agreement dated November 9, 2000 by and among Regulus Group LLC ("Regulus Group"), Accudocs LLC ("Accudocs") and the members of Accudocs as amended by Amendment No. 1 to Asset Purchase Agreement dated November 30, 2000 by and between Regulus Group and Accudocs and Amendment No. 2 to Asset Purchase Agreement dated December __, 2000 (collectively, the "Asset Purchase Agreement"), Regulus Group has agreed to acquire substantially all of the assets and certain liabilities of Accudocs. Under the terms of the Asset Purchase Agreement, Regulus Group is permitted to assign its rights and obligations to an affiliate. Regulus Group has agreed to assign, and Assignee has agreed to assume, the rights and obligations of Regulus Group under the Asset Purchase Agreement pursuant to a certain Assignment and Assumption Agreement dated this date ("Assumption Agreement"). Also, in consideration for the issuance by Assignee of a membership interest to it, as more fully contemplated by the Operating Agreement dated this date by and between Assignor, Regulus Group and Liberty Partners Holdings 12, LLC, a Delaware limited liability company, Assignor has agreed to contribute and transfer substantially all of its assets and liabilities to Assignee, and Assignee has agreed to assume all of the rights and obligations of Assignor, pursuant to the terms and conditions stated herein.

NOW THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

Assignor hereby grants, sells, transfers, assigns and sets over unto Assignee all of its right, title and interest in all of the assets of Assignor (the "Assets"). Assignee hereby accepts the Assets.

Assignor, in exchange for its contribution and transfer of assets and liabilities, shall become a member of Assignee and shall own the membership interest set forth in the Assignee's operating agreement.

Assignee hereby assumes all of the liabilities of Assignor. Assignee hereby agrees to pay or otherwise fully discharge, as the same shall come due, all of such liabilities existing on the date hereof.

Assignor and Assignee each represent and warrant that the transfer contemplated hereunder has been duly authorized by all necessary corporate action. This agreement constitutes the valid and legally binding agreement of each of the Assignor and Assignee, enforceable against Assignor and Assignee in accordance with its terms.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to a contract executed and performed in such state without giving effect to the conflicts of laws principles thereof. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

* * * * *

IN WITNESS WHEREOF, this Agreement has been duly executed by the Assignor and Assignee on the date and year first written above.

ASSIGNOR:

ASSIGNEE:

QUANTUM INFORMATION CORPORATION

REGULUS INTEGRATED
SOLUTIONS LLC

By: *N. Long*
Name: *N. Long*
Title: *CEO*

By: *N. Long*
Name: *N. Long*
Title: *CEO*

[SIGNATURE PAGE TO CONTRIBUTION AGREEMENT]