

Form PTO-1584  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party:  
RECIPROCAL, INC.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation - State      DELAWARE  
 Other \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party:

Name: RIGHTS SOLUTIONS, INC.

Internal Address: \_\_\_\_\_

Street Address: ONE MICROSOFT WAY

City: REDMOND State: WA ZIP: 98052

3. Nature of conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other Foreclosure of Security Interest

Execution Dates:  
 1) OCTOBER 1, 2001      3) OCTOBER 21, 2001  
 2) OCTOBER 17, 2001      4) \_\_\_\_\_

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership       Limited Partnership  
 Corporation - State      WASHINGTON  
 Other \_\_\_\_\_

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):

75/659,216      76/086,373  
75/659,219  
76/084,746

Additional numbers attached?  Yes  No

B. Trademark Registration No(s):

2,491,208      2,469,572  
2,461,714      2,533,743  
2,465,673

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

Name: Seed Intellectual Property Law Group PLLC

Internal Address: \_\_\_\_\_

Street Address: 701 Fifth Avenue, Suite 6300

City: Seattle State: WA ZIP: 98104-7092

6. Total number of applications and registrations involved: 9

7. Total Fee (37 CFR 3.41): .....\$240.00

Enclosed

Authorized to be charged to deposit account


8. Deposit account number:

19-1090

(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.*

WILLIAM O. FERRON, JR.            Jan. 27, 2003  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 2

12/30/2002 15:25 FAX 2066237022

Preston Gate & Ellis

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Rights Solutions, Inc.  
One Microsoft Way  
Redmond, Washington 98502

October 22, 2001

Reciprocal, Inc.  
330 Madison Avenue  
New York, NY 10017  
Attention: John G. Schwartz, CEO & President

Ladies, Gentlemen:

The undersigned, Rights Solutions, Inc. ("RSI"), refers to its letter dated October 18, 2001 (the "Letter"), to Reciprocal, Inc. ("Reciprocal"). All capitalized terms used without definition herein shall have the meanings ascribed in the Letter. As stated in the Letter, Reciprocal was deemed to have accepted the Proposal as of October 21, 2001.

The purpose of this letter is to notify Reciprocal that RSI has foreclosed upon and taken title to the Collateral secured by the Loan Documents in accordance with the Proposal. Should you have any questions, please contact the undersigned or our attorneys, Preston Gates & Ellis, LLP.

RIGHTS SOLUTIONS, INC.

By: 

Name: Sean Emam

Title: Vice President

\*\*\* TOTAL PAGE. 02 \*\*\*

10/22/01 MON 15:57 [TX/RX NO 9197]

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Preston Gate & Ellis

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October 17, 2001

Reciprocal, Inc.  
330 Madison Avenue  
New York, NY 10017

Attention: John G. Schwartz  
CEO & President


Ladies, Gentlemen:

The undersigned, Microsoft Corporation ("Microsoft"), refers to the Convertible Loan Agreement dated March 16, 2001 (the "Loan Agreement") between Microsoft and Reciprocal, Inc. ("Reciprocal"). All capitalized terms used in this letter without definition shall have the meanings ascribed to them in the Loan Agreement. In Microsoft's Proposal to Accept Collateral in Full Satisfaction of Obligations dated October 1, 2001 (the "Proposal"), Microsoft proposed to accept the Collateral under and as defined in the Security Agreement in satisfaction of the Indebtedness. Microsoft notifies Reciprocal that Microsoft has assigned the Loan Agreement, the Convertible Promissory Note and the Indebtedness evidenced thereby, the Proposal and the other Related Documents to Rights Solutions, Inc., a Washington corporation.

All communications pursuant to the Loan Agreement, the Proposal and the other Related Documents should be directed to Rights Solutions, Inc. at the address and phone numbers for the Secured Party listed in Section 8.6 of the Loan Agreement, with a copy to:

Preston Gates & Ellis LLP  
701 Fifth Avenue, Suite 5000  
Seattle, WA 98104-7078  
Attention: R. Gibson Masters  
Telephone No.: 206-623-7580  
Facsimile No.: 206-623-7022

MICROSOFT CORPORATION

By   
Name Richard P. Emerson  
Title SVP, Corporate Development & Strategy

12/30/2002 15:23 FAX 2066237022  
10/01/01 MON 17:32 FAX

Preston Gate & Ellis  
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**Proposal to Accept Collateral in full Satisfaction of Obligations**

To: RECIPROCAL, INC.  
330 Madison Avenue, 19<sup>th</sup> Floor  
New York, New York 10017

From: Microsoft Corporation  
One Microsoft Way  
Redmond, Washington 98052-6399  
Attention: Craig Shealy (425) 707-8530

We propose to accept the Collateral described in section 2.4 of the Commercial Security Agreement dated March 16, 2001 between Reciprocal Inc. as Debtor and Microsoft Corporation as Secured Party ("Security Agreement") in full satisfaction of the Indebtedness described in section 2.9 of the Security Agreement. The Indebtedness, specifically the indebtedness under the Convertible Loan Agreement and Note dated March 16, 2001 in the principal amount of \$10,000,000.00 together with accrued unpaid interest is past due and has been in default since September 17, 2001. We propose to accept the Collateral on October 21<sup>st</sup>, 2001 or such earlier date upon which you deliver to us your signed written consent to this proposal.

Pursuant to section 7.2 of the Security Agreement we expect your cooperation in assembling the Collateral and making it available to Microsoft Corporation as soon as possible but not later than October 21<sup>st</sup> at the three locations specified in section 3.2 of the Security Agreement.

This proposal to accept the Collateral is subject to the interests of any senior liens or other interests superior to our Security Interest. This proposal is unconditional and subject only to your agreement to preserve and maintain the Collateral in your possession until the earlier of (i) October 21, 2001 or (ii) your acceptance of this proposal and transfer of possession of the Collateral to Microsoft. You may accept this proposal prior to October 21, 2001 by signing and returning the attached consent to the undersigned at:

Microsoft Corporation  
One Microsoft Way  
Redmond, Washington 98052-6399

With a copy to:

Preston Gates & Ellis LLP  
701 Fifth Avenue, Suite 5000  
Seattle, WA 98104

This proposal is made pursuant to RCW 62A.9A-620 and RCW 62A.9A-621 (and to the extent applicable to any part of the Collateral the equivalent provisions of sections 9-620 and 9-621 of revised Article 9 of the Uniform Commercial Code as adopted in the States of Delaware, New York or North Carolina as the case may be). We hereby reserve all of our rights and remedies at law and in equity and may revoke this proposal at any time prior to the earlier of (i) our receipt of your signed acceptance and delivery of possession of the Collateral or (ii) October 21, 2001.

This Proposal is dated Monday October 1, 2001

Signed Microsoft Corporation

BY   
Richard Emerson, Senior Vice President, Corporate Development & Strategy