

Form PTO-1594 (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.

<p>1. Name of conveying party: MICROSOFT CORPORATION</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - State <u>WASHINGTON</u> <input type="checkbox"/> Other _____ </p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party:</p> <p>Name: <u>RIGHTS SOLUTIONS, INC.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>ONE MICROSOFT WAY</u></p> <p>City: <u>REDMOND</u> State: <u>WA</u> ZIP: <u>98052</u></p> <p> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - State <u>WASHINGTON</u> <input type="checkbox"/> Other _____ </p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment)</p> <p>Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Assignment of Loan Agreement and Security Interest recorded at reel/frame 2319/0428</u> </p> <p>Execution Dates:</p> <p>1) <u>October 17, 2001</u> 3) _____ 2) _____ 4) _____</p>	

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

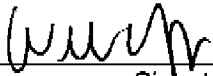
<p>A. Trademark Application No(s).</p> <p>75/659,216 76/086,373 75/659,218 76/084,746</p>	<p>B. Trademark Registration No(s).</p> <p>2,491,208 2,469,572 2,461,714 2,533,743 2,465,673</p>
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Seed Intellectual Property Law Group PLLC</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>701 Fifth Avenue, Suite 6300</u></p> <p>City: <u>Seattle</u> State: <u>WA</u> ZIP: <u>98104-7092</u></p>	<p>6. Total number of applications and registrations involved..... <u>9</u></p> <p>7. Total Fee (37 CFR 3.41): <u>\$240.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:</p> <p><u>19-1090</u></p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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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: _____ 3

ASSIGNMENT OF LOAN DOCUMENTS

This Assignment of Loan Documents (this "Assignment") is made as of October 17, 2001, between Microsoft Corporation ("Assignor") and Rights Solutions, Inc., d/b/a R Assets Holding Corporation ("Assignee").

Whereas, Assignor as the sole shareholder of Assignee is contributing its interest in the Loan Documents (defined below) to Assignee as additional paid in capital.

Now, therefore, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably and unconditionally transfer, sell, assign and convey to Assignee, without representation, recourse or warranty, all its right, title and interest in and to each of the following: (i) Convertible Loan Agreement between Assignor and Reciprocal, Inc., a Delaware corporation ("Debtor") dated as of March 16, 2001 (the "Loan Agreement"); (ii) Convertible Promissory Note made by Debtor in the original principal amount of \$10,000,000 dated March 16, 2001 and all indebtedness evidenced thereby; (iii) Commercial Security Agreement from Debtor in favor Assignor dated as of March 16, 2001, and all liens and security interests created thereby; (iv) Technology Collateral Escrow Agreement among Assignor, Debtor and DSI Technology Escrow Services, Inc. (the "Escrow Agreement") and the Deposited Materials (as defined in the Escrow Agreement) delivered to Assignor; (v) Memorandum of Assignment as Security of Trademark dated March 16, 2001; (vi) Memorandum of Assignment as Security of Patent dated March 16, 2001; and (vii) all other documents and instruments executed or delivered in connection with each of the foregoing, including all Loan Documents (as such term is defined in the Loan Agreement), and all notices and demands made by Assignor.

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Preston Gate & Ellis
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In witness whereof the parties have executed this Assignment as of the date written above.

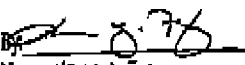
ASSIGNOR:

Microsoft Corporation

By: 
Name: Richard P. Emerson
Title: SVP, Corp. Dev. & Strategy

ASSIGNEE:

Rights Solutions, Inc.

By: 
Name: KEVIN J. FAY
Title: Vice President - SECURE