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To the Honorable Commissioner for Patents

102372214

Original documents or copy thereof.

1. Name of Conveying party(ies):

William E. Kirksey

2-19-03

2. Name and address of receiving Party(ies)

HEEDworks, Inc.  
3824 48th Ave. NE  
Seattle, WA 98105

Citizenship: United States of America  
Additional name(s) of conveying party(ies)  
attached?  Yes :  No

State of Incorporation: **Washington**  
Additional name(s) & address(es) attached?  
 Yes :  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of name

Execution Date: February 7, 2003

4. Application number(s) or patent number(s): 6,460,021 filed November 12, 1999

If this document is being filed together with a new application, the execution date of the application is: N/A

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Michael T. Rosato  
GRAY CARY WARE & FREIDENRICH  
701 Fifth Avenue, Suite 7000  
Seattle, WA 98104

6. Total number of Applications and patents involved: 1

7. Total fee (37 CFR 3.41)...\$40.00

8.  Enclosed is a check in the amount of \_\_\_\_\_

9.  Authorized to charge or any underpayment of fee to deposit account No. 50-1355.  
A duplicate copy of this page is attached.

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.*

Michael T. Rosato  
Registration No. 52,182

Date

2/10/03

Total number of pages including cover sheet, attachments, and document: 5

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OFFICE OF PATENT RECORDS  
2003 FEB 19 AM 8:40  
FINANCE SECTION

## EXHIBIT A

### ASSIGNMENT

This assignment ("Assignment") is made by inventor William E. Kirksey ("Assignor") to Assignee, HEEDWorks, Inc ("Assignee"), a Washington corporation.

#### Recitals

A. Assignor is the inventor of a new and useful invention entitled "COLLATERALLY SECURED DEBT OBLIGATION AND METHOD OF CREATING SAME" for which United States Patent Number 6,460,021 (the "Patent") was granted for the application filed November 12, 1999 in the United States Patent and Trademark Office.

B. The Assignor believes himself to be an original and first inventor of the invention disclosed and/or claimed in the Patent.

C. The parties desire to have a recordable instrument assigning from the Assignor to the Assignee the entire rights, title and interest in and to the invention, the Patent, and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the Patent (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

#### Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignor agrees to the foregoing and as follows:

1. The Assignor does and will sell, assign and transfer to Assignee, such Assignor's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

2. The Assignor agrees that, upon request and without further compensation, but at no expense to such Assignor, such Assignor and such Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure the Assignor's signature to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as such Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor to execute such document, all with the same legal force and effect as if executed by such Assignor.

3. The Assignor represents and warrants that such Assignor has not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

4. The Assignor authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

5. No waiver, amendment, or modification of this Assignment shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. This Assignment shall be governed in all respects by the laws of the United States of America and by the laws of the state of Washington. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Washington, as applicable, for any matter arising out of or relating to this Assignment, except that in any action seeking to enforce any order or any judgment of such federal or state courts located in Washington, such personal jurisdiction shall be nonexclusive. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

IN WITNESS WHEREOF, the Assignors has executed this Assignment on the date provided below:

Date: Feb 2-03  
 Assignor: William E. Kirksey  
 Signature: [Handwritten Signature]

STATE OF New York )  
 COUNTY OF New York ) ss.

I certify that I know or have satisfactory evidence that <sup>William E</sup> Kirksey is the person who appeared before me, and said person acknowledged that [she][he] signed this instrument and acknowledged it to be [her][his] free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 2/7/03

(Seal or Stamp)

DANIEL T. MARRONE  
 Notary Public, State of New York  
 No. 01 MA 4280808  
 Qualified in Suffolk County  
 Commission Expires May 8, 2003

[Handwritten Signature]  
 Print Notary's Name: Daniel T. Marrone  
 Notary Public in and for the State of New York  
 residing at 717 6th Ave NY NY 10010  
 My appointment expires \_\_\_\_\_

2003

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