

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Jeff S. Eder	04/03/2006

RECEIVING PARTY DATA

Name:	Asset Reliance, Inc.
Street Address:	2020 Maltby Road, Suite 7362
City:	Bothell
State/Country:	WASHINGTON
Postal Code:	98021

PROPERTY NUMBERS Total: 10

Property Type	Number
Application Number:	08539020
Application Number:	09358969
Application Number:	10674861
Application Number:	11094171
Application Number:	11142785
Application Number:	11278419
Application Number:	11278423
Application Number:	11358196
Application Number:	11278425
Application Number:	11360087

CORRESPONDENCE DATA

Fax Number: (425)491-8311

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (206) 383-2102

Email: jeffe@valueminer.com

PATENT

500090560

REEL: 017410 FRAME: 0899

OP \$400.00 08539020

Correspondent Name: Jeff Eder
Address Line 1: 19108 30th Drive SE
Address Line 4: Mill Creek, WASHINGTON 98012

NAME OF SUBMITTER:

Jeff Eder

Total Attachments: 6
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INTELLECTUAL PROPERTY SALE AGREEMENT

This Agreement, dated as of April 3, 2006, is entered into by and between Asset Reliance, Inc., dba Asset Trust, Inc. a Washington corporation ("the Company"), and Jeffrey Scott Eder, a U.S. Citizen and resident of the State of Washington ("IP Owner"). The assignment of the pending applications shall be deemed to be effective as of the date the assignment documents are filed with the U.S.P.T.O. (the "Assignment Date").

RECITALS

A. IP Owner has intellectual property (the "IP") which is of interest to the Company.

B. The Company desires to acquire the entire right, title and interest in the IP from IP Owner upon the terms and conditions contained herein.

AGREEMENT

In consideration of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, Company and IP Owner agree as follows:

1. Term

Unless previously terminated in accordance with Section 8 or extended, this Agreement shall expire on the second anniversary of the Effective Date (the "Expiration Date").

2. Scope of Agreement

2.1 Description of Intellectual Property

IP Owner agrees to transfer the pending U.S. Patent Applications, pending provisional applications and applications derived from the pending applications and provisional applications listed in the tables below (the "IP"):

Application Serial Number	Application Title
08/539,020 (AR-1)	A method of and system for business valuation
09/358,969 (AR-7)	A method of and system for evaluating the elements of value and real options of a commercial enterprise
10/674,861 (AR-54)	A method of and system for defining and measuring the elements of value and real options of a commercial enterprise
11/094,171 (AR-80)	A personalized medical service
11/142,785 (AR-78)	An extended value and risk management system
11/278,419 (AR-84)	A risk management system for securities
11/278,423 (AR-86)	Value impact risk transfer products
11/278,425 (AR-85)	A data processing framework for financial services

Application Serial Number	Application Title
11/358,196 (AR-88)	An intelligent, personalized commerce chain
11/360,087 (AR-83)	An enterprise risk management system

Said transfers will be completed via one or more assignments prepared by the Company. IP Owner will assist the Company in every reasonable and proper way to obtain said assignments in a timely fashion.

2.2 Travel

At mutually agreed upon times, IP Owner will make trips to such locations in the greater Seattle metropolitan area as reasonably requested by the Company to complete tasks required to support the transfer of the IP. Travel time will be compensated at the rate of \$150 per hour and expenses will be paid in accordance with provisions of this Section 4.

3. Compensation

In consideration of IP Owner's transfer of the IP, the Company agrees to grant to IP Owner 100,000 options to purchase shares of common stock ("the Options") of the Company at \$1.00 per share. The grant of the options pursuant to this Section 3 is subject to and conditioned upon approval and authorization of such grant by the Company's Board of Directors.

4. Business Expenses

IP Owner will be reimbursed for all pre-approved reasonable out-of-pocket business expenses incurred by him in completing travel or related activities within 15 days after receipt by the Company from IP Owner of an itemized expense voucher, in a form prescribed by the Company, together with receipts or other proof of such expenses reasonably satisfactory to the Company. Under no circumstance will these expenses exceed \$1,000.00.

5. Proprietary Information and Inventions

5.1 Proprietary Information

(a) IP Owner acknowledges that IP Owner will be exposed to, have access to and be engaged in the development of information (including all tangible and intangible manifestations) regarding the patents, copyrights, trademarks, trade secrets, technology and business of the Company. All of this information, except information that (i) is the subject of a patent, patent application, copyright, trademark or trade secret owned by IP Owner prior to the Effective Date and not conveyed or licensed to the Company, (ii) is in the public domain prior to the Effective Date or comes into the public domain after the Effective Date through no fault of IP Owner or (iii) is received by IP Owner without an obligation of confidentiality from an unrelated third party that is not under an obligation of confidentiality to the Company and that has a legal right to disclose it, is collectively referred to as the "Proprietary Information."

(b) During the term of this Agreement and after its termination, IP Owner will keep in confidence and trust all Proprietary Information and will not use or disclose, any Proprietary Information or anything related thereto without the written consent of the Company.

(c) IP Owner will submit to the Company any proposed publication (written or oral) that contains any discussion relating to the Company, the Company Products or Services or the Proprietary Information. IP Owner will not publish or submit for publication the proposed publication until 30 days after submitting it to the Company, unless IP Owner is notified earlier in writing by the Company that the proposed publication contains no Proprietary Information. In accordance with Section 5.1(b), IP Owner may not publish or submit for publication any proposed publication that contains Proprietary Information without the prior written consent of the Company.

5.2 Inventions

(a) IP Owner will promptly disclose to the Company in writing any and all inventions, developments or materials, whether or not patentable or registrable under copyright or similar statutes, made or conceived of or reduced to practice or learned by IP Owner, either alone or jointly with others, during the term of this Agreement.

NOTICE REQUIRED BY REVISED CODE OF WASHINGTON 49.44.140: The assignment set forth in this Section 5.2(a) does not apply to an invention for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on IP Owner's own time, unless (A) the invention relates (I) directly to the business of the Company or (II) to the Company's actual or demonstrably anticipated research or development or (B) the invention results from any work performed by IP Owner for the Company.

(b) IP Owner will assist the Company in every reasonable and proper way to obtain, and from time to time enforce, United States and foreign patents, trademarks, copyright registrations, and other rights and protections relating to the Inventions or the Proprietary Information, or both, in any country.

6. Nondisclosure of Third-Party Information

IP Owner understands that the Company has received and will receive from third parties information that is confidential or proprietary ("Third-Party Information") and that is subject to restrictions on the Company regarding its use and disclosure. During the term of this Agreement and after its termination, IP Owner will hold Third-Party Information in the strictest confidence and will not disclose or use Third-Party Information except as permitted by the agreement between the Company and the relevant third party, unless expressly authorized to act otherwise by the Company.

7. No Conflicting Obligation

IP Owner represents and warrants that IP Owner's performance of this Agreement does not and will not breach, interfere or conflict with any agreement to which IP Owner is or becomes a party, including the Third-Party Agreements.

8. Termination

Either party may terminate this Agreement upon 30 days' written notice. This Agreement shall terminate in the event of IP Owner's death or total disability. Total disability means the mental or physical impairment of IP Owner that is expected to result in death or that has lasted or is expected to last for a continuous period of two (2) months or more.

Upon expiration or termination of this Agreement or upon request, IP Owner will promptly deliver to the Company all documents and other materials of any nature (and all copies thereof) pertaining to the IP, together with all documents and other items (and all copies thereof) containing or pertaining to any Proprietary Information, and will not retain copies of any such documents, materials or items.

9. Miscellaneous Provisions

9.1 Successors and Assigns

This Agreement shall inure to the benefit of and be binding upon IP Owner, his estate, heirs, representatives and devisees, and upon the Company, its successors and assigns. It is agreed that the services to be furnished hereunder by IP Owner shall not be assigned or delegated without the prior written consent of the Company, which consent may be withheld in the Company's sole discretion.

9.2 Severability

If any provision of this Agreement for any reason is declared invalid, illegal or unenforceable in any jurisdiction, then (a) all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be construed in order to carry out the intentions of the parties hereto as nearly as may be possible, and (b) such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction.

9.3 Notices

All notices either party is required or desires to give to the other shall be addressed as follows:

If to IP Owner: Jeff Eder
 19108 30th Drive SE
 Mill Creek, WA 98012

If to the Company: Asset Trust, Inc.
 2020 Maltby Road, Suite 7362
 Bothell, WA 98021

or to such address either party may from time to time designate by written notice to the other, and shall be sent by facsimile or certified mail (return receipt requested) so

addressed or by personal delivery. The date of personal delivery, the date the facsimile is sent to the recipient, or three days after the date of mailing, as the case may be, shall be deemed the date of such notice.

9.4 Interim Period

In the interim period between the Effective Date and the effective date of the application assignments, the IP Owner hereby agrees to review and receive approval for any and all communications with the U.S.P.T.O. with the IP Committee of the Company before completing said communications.

9.5 Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes and cancels all other agreements, discussions, representations or understandings between the parties. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.

9.6 Independent Contractor

The parties hereto are acting as independent contractors. IP Owner shall be responsible for and shall pay all taxes related to the receipt of any payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes.

9.7 Survival

The obligations set forth in Sections 5 through 9 shall survive termination or expiration of this Agreement.

9.8 Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (regardless of its or any other jurisdiction's choice-of-law principles).

9.9 Waiver

Failure by either party to insist upon strict adherence to any one or more of the terms or conditions of this Agreement, on one or more occasions, shall not be construed as a waiver, nor deprive the party of the right to require strict compliance with the same thereafter.

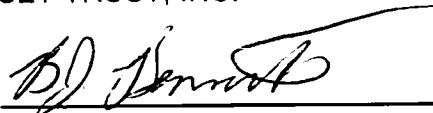
9.10 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

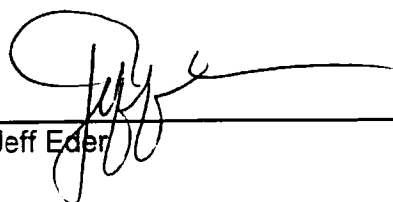
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSET TRUST, INC.

By 
Name: B.J. Bennett
Its: President

Jeff Eder


Jeff Eder