

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Cover Sheet previously recorded on Reel 016620 Frame 0138. Assignor(s) hereby confirms the assignment was for application 10/750,792. The cover sheet incorrectly referenced application 10/750,592.
CONVEYING PARTY DATA	
Name	Execution Date
Asset Trust, Inc.	10/04/2005
RECEIVING PARTY DATA	
Name:	Kimberly-Clark Worldwide, Inc.
Street Address:	2300 Winchester Road
City:	Neenah
State/Country:	WISCONSIN
Postal Code:	54956
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10750592
CORRESPONDENCE DATA	
Fax Number:	(425)491-8311
Email:	bjb@asset-trust.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	BJ Bennett
Address Line 1:	2020 Maltby Road, Suite 7362
Address Line 4:	Bothell, WASHINGTON 98021
NAME OF SUBMITTER:	B.J. Bennett
Total Attachments: 9 source=10_04_Assignment_receipt#page1.tif source=10_04_Assignment_receipt#page2.tif source=VM_IP_revised#page1.tif source=VM_IP_revised#page2.tif	

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source=VM_IP_revised#page7.tif



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Electronic Patent Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT										
NATURE OF CONVEYANCE:	Corrective Assignment to correct the assignor name previously recorded on Reel 016614 Frame 0189. Assignor(s) hereby confirms the assignor should be ValueMiner, Inc..										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>ValueMiner, Inc.</td><td>09/30/2005</td></tr></tbody></table>	Name	Execution Date	ValueMiner, Inc.	09/30/2005							
Name	Execution Date										
ValueMiner, Inc.	09/30/2005										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Asset Trust, Inc.</td></tr><tr><td>Street Address:</td><td>2020 Maltby Road, Suite 7362</td></tr><tr><td>City:</td><td>Bothell</td></tr><tr><td>State/Country:</td><td>WASHINGTON</td></tr><tr><td>Postal Code:</td><td>98021</td></tr></table>	Name:	Asset Trust, Inc.	Street Address:	2020 Maltby Road, Suite 7362	City:	Bothell	State/Country:	WASHINGTON	Postal Code:	98021	
Name:	Asset Trust, Inc.										
Street Address:	2020 Maltby Road, Suite 7362										
City:	Bothell										
State/Country:	WASHINGTON										
Postal Code:	98021										
PROPERTY NUMBERS Total: 1											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>10750592</td></tr></tbody></table>	Property Type	Number	Application Number:	10750592							
Property Type	Number										
Application Number:	10750592										
CORRESPONDENCE DATA											
Fax Number: (425)984-0244											
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.											
Phone: (425) 485-9561											
Email: jeff@valueminer.com											
Correspondent Name: Jeff Eder											

PATENT

Address Line 1: 19108 30th Drive SE	
Address Line 4: Mill Creek, WASHINGTON 98012	
NAME OF SUBMITTER:	Jeff Eder
Signature:	/jeff eder/
Date:	10/04/2005
Total Attachments: 7 source=VM_IP_revised#page1.tif source=VM_IP_revised#page2.tif source=VM_IP_revised#page3.tif source=VM_IP_revised#page4.tif source=VM_IP_revised#page5.tif source=VM_IP_revised#page6.tif source=VM_IP_revised#page7.tif	
RECEIPT INFORMATION EPAS ID: PAT56775 Receipt Date: 10/04/2005 Fee Amount: \$40	

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PATENT

INTELLECTUAL PROPERTY SALE AGREEMENT

This Agreement, dated as of March 15, 2005, is entered into by and between Asset Reliance, Inc., dba Asset Trust, Inc. a Washington corporation ("the Company"), and ValueMiner, Inc., a Washington corporation ("IP Owner"). This Agreement memorializes a preliminary agreement reached in February 2005 and shall be deemed to be effective as of March 31, 2005 (the "Effective Date"). 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"). The Assignment Date is expected to be on or around June 1, 2005 except for applications missing documents where the Assignment Date will be the date the missing document issues are resolved or June 1, 2005 whichever is later (please see Table in section 2.1).

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 U.S. Patents and pending U.S. Patent Applications listed in the tables below:

Serial Number	Title
10/097,344 (P31/P5)*	A method of and system for defining and measuring the elements of value and real options of a commercial enterprise
10/743,417 (P56/P8)	Automated method of and system for identifying, measuring and enhancing categories of value for a value chain
10/746,673 (P62/P9)	Interactive Sales Performance Management System
5,615,109	A method of and system for generating feasible, profit maximizing requisition sets
6,321,205	A method of and system for modeling and analyzing business improvement programs
6,393,406	A method of and system for valuing elements of a business enterprise

* missing documents

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's representative 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 900,000 shares of common stock ("the Shares") of the Company. To facilitate this transfer, the Company will prepare a certificate signifying the ownership of a portion of the Shares for each of the 15 shareholders of IP Owner and deliver said certificates to the IP Owner on or before the assignment date. The grant of the stock 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 its representative 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 \$10,000.00.

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 bankruptcy or liquidation. 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:	ValueMiner, Inc. 15127 NE 24 th Street, #198 Redmond, WA 98052
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If to the Company:	Asset Trust, Inc. 2020 Maltby Road, Suite 7362 Bothell, WA 98021
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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 Assignment Date, 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.

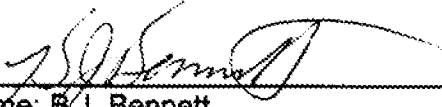
9.10 Counterparts

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.

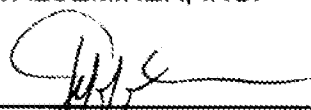
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSET RELIANCE, INC.

By 
Name: B.J. Bennett
Its: President

VALUEMINER, INC.


Name: Jeff Eder
Its: President

May 1, 2005

ValueMiner, Inc.
15127 NE 24th Street, #198
Redmond, WA 98052
Attn: Jeff Eder

Dear Jeff:

As discussed, we need to revise the 15 March 2005 intellectual property sale agreement to include patent applications that were omitted from the description of intellectual property (Section 2.1). The applications that are hereby added to the agreement are shown in the table below.

Application Serial Number	Application Title
10/750,792 (P67)	A value chain system

All other terms and conditions of the intellectual property sale agreement shall remain in effect.

Please indicate your agreement to this revision by signing this letter and returning a copy to me.

Thank you,


B. J. Bennett
Asset Reliance, Inc.

Accepted  5/3/05
Jeff Eder, ValueMiner, Inc. Date