

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metreo, Inc.		08/19/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Technology Growth Capital, Inc.		
Street Address:	Four Palo Alto Square, Suite 200		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94306		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	76208503	METREO	
Serial Number:	76317346	PROFIT OPTIMIZATION ASSESSMENT	
Serial Number:	76224432	SR2	
Serial Number:	76224291	SR3	
Serial Number:	76208519	SUPPLIER INSIGHT	
Serial Number:	76208373	SUPPLIER RESPONSE	
CORRESPONDENCE DATA			
Fax Number:	(415)591-1400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 591-1000		
Email:	tsien@winston.com		
Correspondent Name:	Ted H. Sien		
Address Line 1:	101 California St., Suite 3900		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Alilda Duangjak		

CH \$165.00 76208503

TRADEMARK

Signature:	Alilda Duangjak /s/
Date:	09/12/2005
Total Attachments: 5 source=METREO#page1.tif source=METREO#page2.tif source=METREO#page3.tif source=METREO#page4.tif source=METREO#page5.tif	

**AMENDED AND RESTATED COLLATERAL GRANT OF SECURITY INTEREST IN
PATENTS AND TRADEMARKS**

This Amended and Restated Collateral Grant of Security Interest in Patents and Trademarks (this "Agreement") amends, restates and replaces in its entirety that certain Collateral Grant of Security Interest in Patents and Trademarks dated as of November 19, 2004, and is made on this 19th day of August 2005, by METREO, INC., a Delaware corporation ("Grantor"), for the benefit of HERCULES TECHNOLOGY GROWTH CAPITAL, INC., a Maryland corporation ("Lender").

WHEREAS, Grantor owns an interest in the patents and applications for patents, and is a party to the patent licenses listed on Schedule A;

WHEREAS, Grantor owns an interest in the trademarks and applications for trademarks, and is a party to the trademark licenses listed on Schedule B; and

WHEREAS, pursuant to that certain Senior Loan and Security Agreement dated as of November 19, 2004, as amended by that certain First Amendment to Senior Loan and Security Agreement dated as of June 30, 2005 and certain Restructuring Agreement of even date herewith (collectively, the "Loan Agreement"), Grantor has granted to Lender a security interest in all of Grantor's assets, including all right, title and interest of Grantor in, to and under all of Grantor's Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for Patents or Trademarks (each as defined in the Loan Agreement), and all renewals thereof, in each case whether presently existing or hereafter arising or acquired, to secure the payment of all the Obligations (as defined in the Loan Agreement).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of the Obligations, Grantor hereby grants to Lender a continuing security interest in all of Grantor's now existing or hereafter acquired right, title, and interest in all of the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising:

(i) all Patents, Patent Licenses, and applications for Patents, including those listed on Schedule A;

(ii) all Trademarks, Trademark Licenses, and applications for Trademarks, including those listed on Schedule B; and

(iii) all Proceeds of the foregoing.

2. Authorization. Grantor hereby authorizes Lender to file this Agreement with the U.S. Patent and Trademark Office and take any other actions necessary to enable Lender to perfect its security interest in the Intellectual Property Collateral. Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. Security for Obligations. The security interest in the Intellectual Property Collateral is granted to secure the Obligations under and pursuant to the Loan Agreement, and other Loan Documents (as defined in the Loan Agreement). Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement and other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All capitalized terms and rules of construction used herein but not defined or established herein shall be applied herein as defined or established in the Loan Agreement.

4. Governing Law. This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of law principles hereof, and (where applicable) the laws of the United States of America.

5. Further Assurances. At any time and from time to time, upon the written request of Lender, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Lender may request for the purpose of enabling Lender to perfect or preserve its security interest in the Intellectual Property Collateral, including, without limitation, the filing by Lender of any additional, supplemental, or amended Collateral Grant of Security Interest of Patents and Trademarks with the U.S. Patent and Trademark Office, or the filing by Lender of any financing statements or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby or in the Loan Agreement.

6. Lender's Right to Sue. From and after the occurrence and during the continuance of an Event of Default under the Loan Agreement, subject to the terms of the Loan Agreement, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name against any third parties to enforce Lender's interests in and to the Intellectual Property Collateral, and, if Lender shall commence any such suit, Grantor shall, at the request of Lender, do any and all lawful acts and execute and deliver any and all proper documents, instruments or information that may be necessary or desirable to aid Lender in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in the exercise of the foregoing rights. Any recovery from such suits shall be applied by Lender in the order or priorities set forth in the Loan Agreement.

7. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by Grantor and Lender.

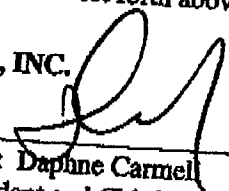
8. Binding Effect. This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Lender, its nominees and assigns.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Collateral Grant of Security Interest in Patents and Trademarks as of the date first set forth above.

Grantor:

METREO, INC.

Signature: 

Print Name: Daphne Carmell

Title: President and Chief Executive Officer

SCHEDULE A

**TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND
TRADEMARKS BY METREO, INC. IN FAVOR OF HERCULES TECHNOLOGY
GROWTH CAPITAL, INC.**

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

PATENTS		
Patent Name	Status and Date Issued	Patent Number
Method and Apparatus for Analyzing and Allocating Resources of Time-Varying Value Using Recursive Lookahead	Active; December 30, 2003	6,671,676 B1

PATENT APPLICATIONS		
Name	Status and Date Filed	Application Number
Method and System for Competitive Acquisition Of Multiple Targeting Resources	abandoned; May 3, 2000	09/565,203;
An Automated Method and System to Recommend One or More Supplier-Side Responses to a Transaction Request	Active; December 13, 2002	10/318,440
An Automated Method and System to Perform a Supply-Side Evaluation of a Transaction Request	Active; December 13, 2002	10/318,428

PATENT LICENSES			
Name	Licensor	Licensee	Patent/Application Number
None			

SCHEDULE B

**TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND
TRADEMARKS BY METREO, INC. IN FAVOR OF HERCULES TECHNOLOGY
GROWTH CAPITAL, INC.**

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

TRADEMARKS			
Name	Date Filed or Issued	Serial Number	Status
METREO	76/20850302/08/2001; 271630805/13/2003	020532	Registered Next Due Date: Section 8 & 15 Open 05/13/2008
PROFIT OPTIMIZATION ASSESSMENT	76/31734609/25/2001	020532	Inactive (Abandoned)
SR2	76/22443203/13/2001; 271191204/29/2003	020532	Registered Next Due Date: Section 8 & 15 Open 04/29/2008
SR3	76/22429103/13/2001	020532	Inactive (Abandoned)
SUPPLIER INSIGHT	76/20851902/08/2001	020532	Inactive (Abandoned)
SUPPLIER RESPONSE	76/20837302/08/2001	020532	Inactive (Abandoned)

TRADEMARK APPLICATIONS			
Name	Date Filed	Serial Number	Status
None			

TRADEMARK LICENSES			
Name	Licensor	Licensee	Number
None			