

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oak Investment Partners IX, Limited Partnership		10/23/2006	LIMITED PARTNERSHIP: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Business Engine, Inc.		
Street Address:	100 Bush Street, 22nd Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2042001	RESOURCESEVER	
Registration Number:	1837249	BUSINESS ENGINE	
Registration Number:	1827924	BUSINESS ENGINE	
Registration Number:	1761183	MICRO-FRAME	
CORRESPONDENCE DATA			
Fax Number:	(415)836-2501		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-836-2500		
Email:	eugene.pak@dlapiper.com		
Correspondent Name:	Eugene Pak c/o DLA Piper US LLP		
Address Line 1:	153 Townsend Street, Suite 800		
Address Line 4:	San Francisco, CALIFORNIA 94107		
ATTORNEY DOCKET NUMBER:	358788-4		
NAME OF SUBMITTER:	Eugene Pak		

CH \$115.00 2042001

Signature:	/Eugene Pak/
Date:	11/09/2006
Total Attachments: 8 source=Release of Security Interest (stock purchase agmt)#page1.tif source=Release of Security Interest (stock purchase agmt)#page2.tif source=Release of Security Interest (stock purchase agmt)#page3.tif source=Release of Security Interest (stock purchase agmt)#page4.tif source=Release of Security Interest (stock purchase agmt)#page5.tif source=Release of Security Interest (stock purchase agmt)#page6.tif source=Release of Security Interest (stock purchase agmt)#page7.tif source=Release of Security Interest (stock purchase agmt)#page8.tif	

BUSINESS ENGINE, INC.

SERIES B PREFERRED STOCK PURCHASE AGREEMENT

THIS SERIES B PREFERRED STOCK PURCHASE AGREEMENT (the "Agreement") is made and entered into as of October 23rd, 2006, by and among Business Engine, Inc., a Delaware corporation (the "Company"), and each of those persons and entities, severally and not jointly, whose names are set forth on the Schedule of Purchasers attached hereto as Exhibit A (which persons and entities are hereinafter collectively referred to as "Purchasers" and each individually as a "Purchaser").

RECITALS

WHEREAS, the Company has authorized the sale and issuance of an aggregate of up to five million (5,000,000) shares of its Series B Preferred Stock (the "Shares");

WHEREAS, Purchasers desire to purchase the Shares on the terms and conditions set forth herein; and

WHEREAS, the Company desires to issue and sell the Shares to Purchasers on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, representations, warranties, and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. AGREEMENT TO SELL AND PURCHASE.

1.1 Authorization of Shares. The Company has authorized (a) the sale and issuance to Purchasers of the Shares and (b) the issuance of such shares of Common Stock to be issued upon conversion of the Shares (the "Conversion Shares"). The Shares and the Conversion Shares have the rights, preferences, privileges and restrictions set forth in the Second Amended and Restated Certificate of Incorporation of the Company, in the form attached hereto as Exhibit B (the "Restated Charter").

1.2 Sale and Purchase. Subject to the terms and conditions hereof, at the Closing (as hereinafter defined) the Company hereby agrees to issue and sell to each Purchaser, and each Purchaser agrees to purchase from the Company, severally and not jointly, the number of Shares set forth opposite such Purchaser's name on Exhibit A, at a purchase price of one dollar (\$1.00) per share.

2. CLOSING, DELIVERY AND PAYMENT.

2.1 Closing. The closing of the sale and purchase of the Shares under this Agreement (the "Closing") shall take place at 1:00 p.m. on the date hereof, at the offices of Cooley Godward LLP, 3175 Hanover Street, Palo Alto, CA, 94304 or at such other time or place as the Company and Purchasers may mutually agree (such date is hereinafter referred to as the "Closing Date").

2.2 Delivery. At the Closing, subject to the terms and conditions hereof, the Company will deliver to each Purchaser a certificate representing the number of Shares to be purchased at the Closing by such Purchaser, against payment of the purchase price therefor by check, wire transfer made payable to the order of the Company, cancellation or conversion of indebtedness or any combination of the foregoing. In the event that payment by a Purchaser is made, in whole or in part, by cancellation or conversion of indebtedness, then such Purchaser shall surrender to the Company for cancellation or conversion at the Closing any evidence of such indebtedness or shall execute an instrument of cancellation or conversion in form and substance acceptable to the Company. In addition, the Company at the Closing shall deliver to any Purchaser choosing to pay any part of the purchase price of the Shares by cancellation or conversion of indebtedness a check in the amount of any interest on such indebtedness through the Closing not being converted.

2.3 Subsequent Sales of Shares. At any time on or before the 90th day following the Closing or at such later time as the Company and the holders of two-thirds of the Shares purchased at the Closing (pursuant to Section 2.1) may mutually agree, the Company may sell up to the balance of the authorized shares of Series B Preferred Stock not sold at the Closing to such persons as may be approved by the Company (the "Additional Purchasers"). All such sales made at any additional closings (each an "Additional Closing"), shall be made on the terms and conditions set forth in this Agreement, and the representations and warranties of the Additional Purchasers in Section 4 hereof shall speak as of such Additional Closing. The Schedule of Purchasers may be amended by the Company without the consent of the Purchasers to include any Additional Purchasers upon the execution by such Additional Purchasers of a counterpart signature page hereto. Any shares of Series B Preferred Stock sold pursuant to this Section 2.3 shall be deemed to be "Shares" for all purposes under this Agreement and any Additional Purchasers thereof shall be deemed to be "Purchasers" for all purposes under this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

Except as set forth on a Schedule of Exceptions delivered by the Company to Purchasers at the Closing, the Company hereby represents and warrants to each Purchaser as of the date of this Agreement as set forth below.

3.1 Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has all requisite corporate power and authority to own and operate its properties and assets, to execute and deliver this Agreement, the Amended and Restated Investor Rights Agreement in the form attached hereto as Exhibit C (the "Investor Rights Agreement"),

IN WITNESS WHEREOF, the parties hereto have executed the **SERIES B PREFERRED STOCK PURCHASE AGREEMENT** as of the date set forth in the first paragraph hereof.

COMPANY:

BUSINESS ENGINE, INC.

Signature: _____

Print Name: Mark Strauch

Title: President and Chief Executive Officer

PURCHASERS:

Morgan Stanley Venture Partners III, L.P.

By: Morgan Stanley Venture Partners III,
L.L.C.,
its General Partner

By: Morgan Stanley Venture Capital III, Inc.
Its Institutional Managing Member

By: _____
Name: Robert J. Loarie
Title: Vice President

Morgan Stanley Venture Investors III, L.P.

By: Morgan Stanley Venture Partners III,
L.L.C.,
its General Partner

By: Morgan Stanley Venture Capital III, Inc.
Its Institutional Managing Member

By: _____
Name: Robert J. Loarie
Title: Vice President

**Morgan Stanley Venture Partners
Entrepreneur Fund, L.P.**

By: Morgan Stanley Venture Partners III,
L.L.C.,
its General Partner

By: Morgan Stanley Venture Capital III, Inc.
Its Institutional Managing Member

By: _____
Name: Robert J. Loarie
Title: Vice President

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COMPANY:

BUSINESS ENGINE, INC.

Signature: _____

Print Name: Mark Strauch

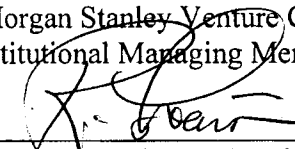
Title: President and Chief Executive Officer

PURCHASERS:

Morgan Stanley Venture Partners III, L.P.

By: Morgan Stanley Venture Partners III,
L.L.C.,
its General Partner

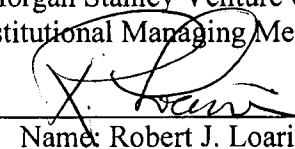
By: Morgan Stanley Venture Capital III, Inc.
Its Institutional Managing Member

By: 
Name: Robert J. Loarie
Title: Vice President

Morgan Stanley Venture Investors III, L.P.

By: Morgan Stanley Venture Partners III,
L.L.C.,
its General Partner

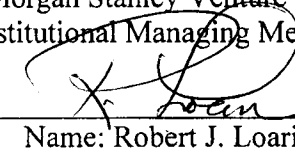
By: Morgan Stanley Venture Capital III, Inc.
Its Institutional Managing Member

By: 
Name: Robert J. Loarie
Title: Vice President

**Morgan Stanley Venture Partners
Entrepreneur Fund, L.P.**

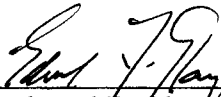
By: Morgan Stanley Venture Partners III,
L.L.C.,
its General Partner

By: Morgan Stanley Venture Capital III, Inc.
Its Institutional Managing Member

By: 
Name: Robert J. Loarie
Title: Vice President

Oak Investment Partners IX, Limited Partnership


By: Oak Associates IX, LLC
Its: General Partner

By: 

Edward F. Glassmeyer
Managing Member

Oak IX Affiliates Fund, Limited Partnership


By: Oak Associates IX, LLC
Its: General Partner

By: 

Edward F. Glassmeyer
Managing Member

Oak IX Affiliates Fund-A, Limited Partnership


By: Oak Associates IX, LLC
Its: General Partner

By: 

Edward F. Glassmeyer,
Managing Member

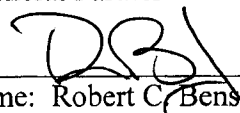
TCV IV, L.P.,
a Delaware Limited Partnership

By: Technology Crossover Management IV,
L.L.C.,
Its: General Partner

By: 
Name: Robert C. Bensky
Title: Attorney in Fact

TCV IV Strategic Partners, L.P.,
a Delaware Limited Partnership

By: Technology Crossover Management IV,
L.L.C.,
Its: General Partner

By: 
Name: Robert C. Bensky
Title: Attorney in Fact

SERIES B PREFERRED STOCK PURCHASE AGREEMENT SIGNATURE PAGE

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TRADEMARK
REEL: 003425 FRAME: 0315

**NSE, Inc., as Independent Agent for each of
the following:**

Klaus Neugebauer

Ursula Neugebauer

Wolfgang Reitzle

Roland Schafroth

Ann-Kathrin Schätzle

Marie Antonie Neugebauer

By: 

Name: Dan Jenkins

Title: Chief Executive Officer

EXHIBIT A

SCHEDULE OF PURCHASERS

Name and Address	No. of Shares	Aggregate Purchase Price	Cancellation of Indebtedness	Cash
Oak Investment Partners IX, Limited Partnership	1,866,301	\$1,866,301	\$1,166,957	\$699,344
Oak IX Affiliates Fund, Limited Partnership	19,890	\$19,890	\$12,437	\$7,453
Oak IX Affiliates Fund-A, Limited Partnership	44,796	\$44,796	\$28,010	\$16,786
TCV IV, L.P.	1,127,316	\$1,127,316	\$704,886	\$422,430
TCV IV Strategic Partners, L.P.	42,035	\$42,035	\$26,283	\$15,752
Morgan Stanley Venture Partners III, L.P.	1,026,156	\$1,026,156	\$641,633	\$384,523
Morgan Stanley Venture Investors III, L.P.	98,524	\$98,524	\$61,605	\$36,919
Morgan Stanley Venture Partners Entrepreneur Fund, L.P.	44,670	\$44,670	\$27,932	\$16,738
NSE, Inc.	238,433	\$238,433	\$149,087	\$89,346
	4,508,121	\$4,508,121	\$2,818,830	\$1,689,291

	Bridge Loan 4/28/2006	Bridge Loan 6/23/2006	Bridge Loan 7/28/2006	Bridge Loan 10/4/2006	Accrued Interest At 10/23/06	Cancellation of Indebtedness
Oak Investment Partners IX, Limited Partnership	\$206,992.84	\$206,992.84	\$413,985.70	\$310,489.09	\$28,496.95	\$1,166,957
Oak IX Affiliates Fund, Limited Partnership	\$2,206.21	\$2,206.21	\$4,412.42	\$3,309.29	\$303.73	\$12,437
Oak IX Affiliates Fund-A, Limited Partnership	\$4,968.47	\$4,968.47	\$9,936.95	\$7,452.62	\$684.01	\$28,010
TCV IV, L.P.	\$125,031.58	\$125,031.58	\$250,063.14	\$187,547.00	\$17,213.25	\$704,886
TCV IV Strategic Partners, L.P.	\$4,662.24	\$4,662.24	\$9,324.49	\$6,993.00	\$641.84	\$26,283
Morgan Stanley Venture Partners III, L.P.	\$113,811.74	\$113,811.74	\$227,623.49	\$170,718.00	\$15,668.61	\$641,633
Morgan Stanley Venture Investors III, L.P.	\$10,927.57	\$10,927.57	\$21,855.13	\$16,391.00	\$1,504.41	\$61,605
Morgan Stanley Venture Partners Entrepreneur Fund, L.P.	\$4,954.51	\$4,954.51	\$9,909.00	\$7,432.00	\$682.10	\$27,932
NSE, Inc.	\$26,444.84	\$26,444.84	\$52,889.68	\$39,667.00	\$3,640.70	\$149,087
	\$500,000.00	\$500,000.00	\$1,000,000.00	\$749,999.00	\$68,835.60	\$2,818,830