

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SupplyWorks, Inc.		03/03/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SupplyWorks Acquisition LLC		
Street Address:	1780 BARNES BLVD SW		
City:	TUMWATER		
State/Country:	WASHINGTON		
Postal Code:	98512		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2333486	SUPPLYWORKS	
Registration Number:	2551505	SUPPLYWORKS	
CORRESPONDENCE DATA			
Fax Number:	(317)592-5453		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	317-236-2100		
Email:	ipdocket@icemiller.com		
Correspondent Name:	Bradley M. Stohry		
Address Line 1:	One American Square		
Address Line 2:	Suite 3100		
Address Line 4:	Indianapolis, INDIANA 46282-0200		
ATTORNEY DOCKET NUMBER:	T03599US00(& 01)		
NAME OF SUBMITTER:	Bradley M. Stohry		
Signature:	/bradleymstohry/		

OP \$65.00 2333486

Date:

06/14/2007

Total Attachments: 13

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of March 3, 2006, is made and entered into by and between SUPPLYWORKS ACQUISITION LLC, a Washington limited liability company (the "Purchaser"), and SUPPLYWORKS, INC., a Delaware corporation (the "Seller"). Seller and Purchaser are sometimes referred to herein individually as a Party and collectively as the Parties. Certain Key Employees (as identified herein) are also party to this Agreement to evidence their understanding and agreement to certain matters set forth herein.

RECITALS:

Subject to the terms and conditions set forth herein, Seller proposes to sell to Purchaser, and Purchaser proposes to purchase from Seller, substantially all of the assets used or held for use by Seller in the conduct of its business (the "Business") as a going concern, and Purchaser proposes to assume certain of the liabilities and obligations of Seller related to the Business;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, each Party hereby agrees as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Certain Definitions. The following terms, as used herein, have the following meanings:

"Affiliate" of any specified Person means any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such specified Person.

"Agreement" means this Asset Purchase Agreement, as amended from time to time.

"Applicable Benefit Laws" means all Laws or other legislative, administrative or judicial promulgations applicable to any Seller Benefit Plan.

"Assumed Contracts" means those Contracts listed on Exhibit 1.1(a).

"Business Day" means any day except Saturday, Sunday or any day on which banks are generally not open for business in New York, New York.

"Cash" means cash, cash equivalents and marketable securities and all rights to any bank accounts.

"Closing" means the consummation of the purchase and sale of the Assets, as set forth in Article VIII of this Agreement.

"Closing Adjustment" means the amount by which the Net Working Capital on the Closing Balance Sheet is less than the Target Net Working Capital. If the Net Working Capital on the Closing Balance Sheet exceeds the Target Net Working Capital, the Closing Adjustment shall equal zero.

"Closing Balance Sheet" means the balance sheet delivered pursuant to Section 3.3.

"Closing Date" means the date on which the Closing occurs.

"COBRA Coverage" means continuation coverage required under Section 4980B of the Code and Part 6 of Title I of ERISA and any applicable state Law.

agreement or arrangement.

"Employment Agreement" means any employment contract, consulting agreement, termination or severance agreement, salary continuation agreement, change of control agreement or any other Contract, including offers for any of the above, respecting the terms and conditions of employment or payment of compensation, or of a consulting or independent contractor relationship in respect to any current or former officer, employee, consultant or independent contractor.

"Environmental Laws" means all Laws and common law relating to pollution or protection of health, safety or the environment, including, but not limited to the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), Safe Drinking Water Act (42 U.S.C. §3000(f) et seq.), Toxic Substances Control Act (15 U.S.C. §2601 et seq.), Clean Air Act (42 U.S.C. §7401 et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.) and other similar federal, state and local statutes.

"ERISA" means the United States Employee Retirement Income Security Act of 1974 and the rules and regulations promulgated thereunder.

"Final Adjustment" means the amount of the difference between the Net Working Capital on the Final Balance Sheet and the Net Working Capital on the Closing Balance Sheet, which difference may be positive or negative.

"Financial Statements" means (a) the unaudited balance sheet of Seller at December 31, 2005, and the unaudited statements of income and cash flows of the Business for the period then ended, and (b) the unaudited balance sheet of Seller for the two-month period ending at February 28, 2006, and the unaudited statements of income and cash flows of the Business for the period then ended.

"GAAP" means generally accepted accounting principles as applied in the United States.

"Governmental Entity" means (i) any nation, state, commonwealth, county, city, town, village, district, or other jurisdiction of any nature, (ii) any federal, state, local, municipal, foreign, or other government, (iii) any federal, state, local or foreign governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court or tribunal), (iv) any multi-national or supra-national organization or body, (v) any body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power, including any court or arbitrator, (vi) any self-regulatory organization or (vii) any official of any of the foregoing.

"Indemnified Party" means a Purchaser Indemnified Party or a Seller Indemnified Party.

"Intellectual Property" means any or all of the following and all rights, arising out of or associated therewith: (a) all United States, international and foreign patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (b) all inventions (whether patentable or not), invention disclosures, improvements, Confidential Information, trade secrets, proprietary information, know-how, technology, technical data and customer lists, and all documentation relating to any of the foregoing throughout the world; (c) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto throughout the world; (d) all industrial designs and any registrations and applications therefor throughout the world; (e) all internet uniform resource locators, domain names, trade names, logos, slogans, designs, common law trademarks and service marks, trademark and service mark registrations and applications therefor throughout the world; (f) all databases and data collections

and all rights therein throughout the world; (g) all moral and economic rights of authors and inventors, however denominated, throughout the world; and (h) any similar or equivalent rights to any of the foregoing anywhere in the world.

"Key Employee" means Jeffrey C. Herrmann, David W. Wangler and Alan Sarasohn.

"Knowledge" with respect to Seller means all facts known by any Key Employee on the date hereof or on the Closing Date following reasonable inquiry and diligence with respect to the matters at hand.

"Labor Laws" means all Laws governing or concerning labor relations, unions and collective bargaining, conditions of employment, employment discrimination and harassment, wages, hours or occupational safety and health, including, without limitation, ERISA, the United States Immigration Reform and Control Act of 1986, the United States National Labor Relations Act, the United States Civil Rights Acts of 1866 and 1964, the United States Equal Pay Act, the Family Medical Leave Act, the United States Age Discrimination in Employment Act, WARN Act, OSHA, the United States Davis Bacon Act, the United States Walsh-Healy Act, the United States Service Contract Act, United States Executive Order 11246, and the United States Rehabilitation Act of 1973.

"Laws" means all laws, statutes, common law, rules, codes, regulations, restrictions, ordinances, orders, decrees, approvals, directives, judgments, rulings, injunctions, writs, awards and decrees of, or issued or entered by, all Governmental Entities.

"Lease" means the agreement pursuant to which the Seller leases the Leased Real Property.

"Leased Real Property" means the parcels of real property used in connection with the Business of which Seller is the lessee or sublessee (together with all fixtures and improvements thereon).

"Liabilities" means the means those items identified as liabilities on the Closing Balance Sheet.

"Licenses" means all notifications, licenses, permits (including environmental, construction and operation permits), franchises, certificates, approvals, exemptions, classifications, registrations and other similar documents and authorizations issued by any Governmental Entity and related to the Business or the Assets, and applications therefor.

"Liens" mean all mortgages, liens, pledges, security interests, charges, claims, restrictions and encumbrances of any nature whatsoever.

"Material Adverse Effect" means any state of facts, change, event, effect or occurrence (when taken together with all other states of fact, changes, events, effects or occurrences) that has had or is reasonably likely to have a materially adverse effect on the financial condition, results of operations, prospects, properties, assets or liabilities (including contingent liabilities) of Seller, the Business or the Assets with a value in excess of One Hundred Thousand Dollars (\$100,000.00). A Material Adverse Effect shall also include any state of facts, change, event or occurrence that shall have occurred or been threatened that (when taken together with all other states of facts, changes, events, effects or occurrences that have occurred or been threatened) has prevented or materially delayed, or would be reasonably likely to prevent or materially delay, the performance by Seller of its obligations hereunder or the consummation of the transactions contemplated hereby.

"Net Working Capital" means the Current Assets included in the Assets less the Liabilities included in the Assumed Liabilities, as reflected on the Closing Balance Sheet or the Final Balance Sheet, as the case may be.

"Non-Assignable Contracts" means Purchased Contracts that require third-party consents for

assignment that have not been obtained by Seller as of the Closing.

"Non-Solicit Period" means the period beginning on the Closing Date and continuing for a period of one (1) year from the Closing Date.

"OSHA" means the United States Occupational Safety and Health Administration.

"Permitted Liens" means (a) Liens for Taxes not yet due and payable, and (b) in the case of the Leased Real Property, zoning, building, or other restrictions, variances, covenants, rights of way, encumbrances, easements and other minor irregularities in title, none of which, individually or in the aggregate, (i) interfere in any material respect with the present use of or occupancy of the affected parcel by Seller, (ii) have more than an immaterial effect on the value thereof or its use or (iii) would impair the ability of such parcel to be sold for its present use.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, trust, unincorporated organization or Governmental Entity.

"Purchased Contracts" means those Contracts to which Seller is a party and which relate to the Business; provided, however, that the Purchased Contracts shall not include any Contract which is an Excluded Asset.

"Purchaser Ancillary Documents" means any certificate, agreement, document or other instrument, other than this Agreement, to be executed and delivered by Purchaser in connection with the transactions contemplated hereby.

"Purchaser Benefit Plan" means any Employee Benefit Plan maintained by Purchaser or any of its Affiliates.

"Purchaser Indemnified Parties" means Purchaser and its Affiliates, their respective officers, directors, employees, agents and representatives and the heirs, executors, successors and assigns of any of the foregoing.

"Receivables" means Seller's accounts receivable, notes receivable and other receivables, as such are related to the Business, as of the close of business on the Closing Date.

"Reference Calculations" mean the methodology used to calculate Net Working Capital as set forth on Exhibit 1.1(b).

"Registered Intellectual Property" means all United States, international and foreign: (a) patents and patent applications (including provisional applications); (b) registered trademarks and service marks, applications to register trademarks and service marks, intent-to-use applications, or other registrations or applications related to trademarks and service marks; (c) registered copyrights and applications for copyright registration; (d) domain name registrations; and (e) any other Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued, filed with, or recorded with any federal, state, local or foreign Governmental Entity or other public body in connection with or related to the Assets or the Business.

"Seller Ancillary Documents" means any certificate, agreement, document or other instrument, other than this Agreement, to be executed and delivered by Seller or an Affiliate thereof in connection with the transactions contemplated hereby.

"Seller Benefit Plan" means each Employee Benefit Plan sponsored or maintained or required to be sponsored or maintained at any time by Seller or to which Seller makes or has made, or has or has had an obligation to make, contributions at any time on behalf of employees involved in the Business.

"Seller Indemnified Parties" means Seller and its officers, directors, employees, agents and representatives and the heirs, executors, successors and assigns of any of the foregoing.

"Seller Intellectual Property" means any Intellectual Property that is owned by or licensed to Seller and used in connection with the Business, including Seller Software.

"Seller Licensed Software" means all Software (other than Seller Proprietary Software) used by Seller in connection with the Business.

"Seller Proprietary Software" means all Software owned by Seller and used in connection with the Business.

"Seller Registered Intellectual Property" means all of the Registered Intellectual Property owned by, filed in the name of, or licensed to Seller and used in the Business.

"Seller Software" means Seller Licensed Software and Seller Proprietary Software.

"Software" means any computer software program, together with any error corrections, updates, modifications, or enhancements thereto, in both machine-readable form and human-readable form, including all comments and any procedural code.

"Target Net Working Capital" means an amount equal to negative Four Hundred Twenty-Six Thousand Five Hundred Ninety-Two Dollars ((\$426,592.00)).

"Taxes" means all taxes, assessments, charges, duties, fees, levies and other charges of a Governmental Entity, including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added and all other taxes of any kind for which Seller or Purchaser may have any liability imposed by any Governmental Entity, whether disputed or not, and any related charges, interest or penalties imposed by any Governmental Entity.

"Tax Return" means any report, return, declaration or other information, in whatever form or medium, required to be supplied to a Governmental Entity in connection with Taxes, including estimated returns and reports of every kind with respect to Taxes.

"Termination Date" means the date prior to the Closing when this Agreement is terminated in accordance with Article IX.

Section 1.2 Other Definitions. Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Assets	2.1
Assignment and Assumption Agreement.....	8.2(c)
Assumed Liabilities.....	2.3(b)
Business	Recitals
Excluded Assets	2.2
Expiration Date	9.1(d)

Final Balance Sheet.....	3.3(b)
Hold Back Amount.....	3.2(b)
Indemnifying Party.....	10.3(a)
Non-transferred Employees.....	6.2(a)
Note.....	3.2(a)(ii)
Notice of Claim.....	10.3(c)
Parties.....	Preamble
Party.....	Preamble
Purchase Price.....	3.1
Purchaser.....	Preamble
Purchaser Basket.....	10.5
Purchaser Losses.....	10.1
Required Consents.....	4.4
Seller.....	Preamble
Seller Losses.....	10.2
Specifically Excluded Liabilities.....	2.4
Surviving Representations.....	10.4
Transferred Employees.....	6.2(a)

Section 1.3 Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with GAAP.

ARTICLE II PURCHASE AND SALE

Section 2.1 Agreement to Purchase and Sell. Subject to the terms and conditions hereof, at the Closing, Seller shall sell, assign, transfer and deliver to Purchaser, and Purchaser shall purchase and acquire from Seller, all right, title and interest of Seller in and to, except for the Excluded Assets, all of the assets, properties and rights of every kind, nature, character and description, whether real, personal or mixed, whether tangible or intangible, and wherever situated or utilized in the Business, in existence on the date hereof and any additions thereto on or before the Closing Date (such assets, properties and rights, being referred to as the "Assets"), free and clear of all Liens other than Permitted Liens. The Assets shall include, without limitation, Seller's right, title and interest in and to the following assets, properties and rights:

- (a) inventory, including finished goods, supplies, raw materials, work in progress, spare, replacement and component parts, and other inventory property located at, stored on behalf of or in transit to Seller for use in the Business;

- (b) deposits, advances, pre-paid expenses and credits related to the Business;
- (c) fixed assets, vehicles, equipment, machinery, tools, furnishings, computer hardware and fixtures used in the Business;
- (d) the Purchased Contracts;
- (e) Seller's rights under the Lease;
- (f) the goodwill, patents, patent applications, copyrights, copyright applications, methods, know-how, Software, technical documentation, processes, procedures, inventions, trade secrets, trademarks, trade names, service marks, service names, registered user names, technology, research records, data, designs, plans, drawings, manufacturing know-how and formulas, whether patentable or unpatentable, and other intellectual or proprietary rights or property used in the Business (and all rights thereto and applications therefor), including all Seller Intellectual Property;
- (g) the Receivables and any security therefor;
- (h) causes of action, lawsuits, judgments, claims and demands of any nature, whether arising by way of counterclaim or otherwise related to or arising in connection with the Business;
- (i) all express or implied guarantees, warranties, representations, covenants, indemnities and similar rights related to the Business;
- (j) Licenses, including those set forth on Schedule 4.26;
- (k) information, files, correspondence, records, data, plans, reports, Contracts and recorded knowledge related to or used in connection with the Business, including customer, supplier, price and mailing lists, and all accounting or other books and records of Seller used in connection with the Business in whatever media retained or stored, including computer programs and disks; and
- (l) all nondisclosure, noncompetition and developments agreements, to the extent assignable.

Section 2.2 Excluded Assets. Notwithstanding anything to the contrary set forth herein, the Assets shall not include the following assets, properties and rights of Seller related to the Business (collectively, the "Excluded Assets"):

- (a) ownership and other rights with respect to Seller Benefit Plans;
- (b) the Contracts set forth on Exhibit 2.2(b) (the "Excluded Contracts");
- (c) the equipment that Seller will continue to use in the operation of its business as set forth on Exhibit 2.2(c)

acceleration of any payment or benefit to any Transferred Employee, in each case which would result in any obligation or liability with respect to the Business.

Section 4.18 Labor Relations.

(a) No claim, complaint, charge or investigation for unpaid wages, bonuses, commissions, employment withholding taxes, penalties, overtime, or other compensation, benefits, child labor or record keeping violations related to the Business has been filed or is pending or, to the Knowledge of Seller, threatened under the Labor Laws.

(b) No wrongful discharge, retaliation, libel, slander or other claim, complaint, charge or investigation that arises out of the employment relationship between Seller and any of its employees involved in the Business has been filed or is pending or, to the Knowledge of Seller, threatened against Seller under any applicable Law.

(c) Seller has maintained and currently maintains adequate insurance covering operations of the Business as required by applicable Law with respect to workers' compensation claims and unemployment benefits claims.

(d) Seller is in compliance with all Labor Laws applicable to the Business.

Section 4.19 Environmental, Health and Safety Matters. Seller possesses all Licenses required under, and is in full compliance with, all Environmental Laws as they relate to the Business or the Assets, and Seller is in compliance with all applicable limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in all Environmental Laws or contained in any other Law, or any notice or demand letter issued thereunder as such relate to the Business or the Assets.

Section 4.20 Intellectual Property.

(a) Schedule 4.20(a) contains a list of all Seller Registered Intellectual Property.

(b) No Seller Intellectual Property or product or service of the Business related to Seller Intellectual Property is subject to any proceeding or outstanding decree, order, judgment, agreement or stipulation (i) restricting in any manner the use, transfer or licensing thereof by Seller or (ii) that may affect the validity, use or enforceability of Seller Intellectual Property or any such product or service. Each item of Seller Registered Intellectual Property is valid and subsisting. All necessary registration, maintenance and renewal fees currently due in connection with Seller Registered Intellectual Property have been made and all necessary documents, recordations and certifications in connection with Seller Registered Intellectual Property have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purpose of maintaining Seller Registered Intellectual Property.

(c) Seller owns and has good and exclusive title to, or has licenses (sufficient for the conduct of the Business as currently conducted and as presently planned to be conducted) to, each item of Seller's Intellectual Property, free and clear of any Lien (excluding licenses

and related restrictions); Seller is the exclusive owner or exclusive licensee of all trademarks and service marks, trade names and domain names used in connection with and material to the operation or conduct of the Business, including the sale of any products or the provision of any services by the Business, free and clear of all Liens; and Seller's licensing of any of its trademarks and service marks has been subject to commercially reasonable quality control of Seller and Seller has exercised that quality control in a consistent and commercially reasonable manner.

(d) Seller owns exclusively and has good title to all copyrighted works used in the Business that have been created by or on behalf of Seller. Schedule 4.20(d) lists all works of original authorship used in the Business and created by or on behalf of Seller (including software programs) by title, version number, author(s) and publication date (if any), regardless of whether Seller has obtained or is seeking a copyright registration for such works.

(e) All Seller Intellectual Property which Seller purports to own was developed by (i) an employee of Seller working within the scope of his or her employment at the time of such development, or (ii) agents, consultants, contractors or other Persons who have executed appropriate instruments of assignment in favor of Seller as assignee that have conveyed to Seller ownership of all of its intellectual property rights in Seller Intellectual Property.

(f) To the extent that any Seller Intellectual Property has been developed or created by a third party for Seller, Seller has a written agreement(s) with such third party with respect thereto and Seller thereby either (i) has obtained ownership of and is the exclusive owner of, or (ii) has obtained a license (sufficient for the conduct of the Business as currently conducted and as proposed to be conducted) to, all of such third party's Intellectual Property in such work, material or invention by operation of law or by valid assignment.

(g) The operation of the Business as it is currently conducted and as proposed to be conducted, including design, development, marketing and sale of the products or services of the Business (including with respect to products currently under development) and Seller Intellectual Property, has not and does not infringe or misappropriate in any manner the Intellectual Property of any third party or, to the Knowledge of Seller, constitute unfair competition or trade practices under the Laws of any jurisdiction.

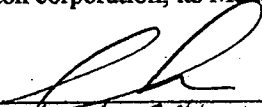
(h) Seller does not have Knowledge of, and has not received written notice of, any other overt claim from any third party, that either Seller Intellectual Property or the operation of the Business as it is currently conducted and as proposed to be conducted, or any act, product or service of the Business, infringes or misappropriates the Intellectual Property of any third party or constitutes unfair competition or trade practices under the Laws of any jurisdiction.

(i) To the Knowledge of Seller, no Person has or is infringing or misappropriating any Seller Intellectual Property.

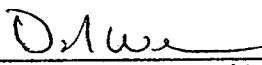
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, as of
the date first above written.

SUPPLYWORKS ACQUISITION LLC,
a Washington limited liability company

By: Intuitive Manufacturing Systems, Inc.,
a Washington corporation, its Manager

By: 
Name: Chuck Gillan
Title: CEO

SUPPLYWORKS, INC.,
a Delaware corporation

By: 
Name: DAVID W. WAUEVER
Title: PRESIDENT & CEO

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SUPPLYWORKS DISCLOSURE SCHEDULES

Pursuant to that Asset Purchase Agreement (the "Agreement") dated March 8, 2006, by and between SUPPLYWORKS, INC., a Delaware corporation ("Seller") and SUPPLYWORKS ACQUISITION LLC, a Washington limited liability company ("Purchaser"), Seller hereby provides Purchaser with these schedules of disclosures (the "Disclosure Schedule"). Unless the context otherwise requires, all capitalized terms used in this Disclosure Schedule shall have the respective meanings assigned to them in the Agreement.

This Disclosure Schedule and the information and disclosures contained in this Disclosure Schedule are intended only to qualify and limit the representations, warranties and covenants of Sellers contained in the Agreement and shall not be deemed to expand in any way the scope or effect of any of such representations, warranties or covenants.

If a document or matter is disclosed in this Disclosure Schedule in connection with a specific representation, warranty or other provision contained in the Agreement, such document or matter shall be deemed to be disclosed and incorporated by reference in each of the other sections of this Disclosure Schedule and shall qualify the representations and warranties made therein (even if specific repetition or cross-reference is not made) provided such disclosure is clearly and fairly made so that a prudent purchaser could fully evaluate the impact of such disclosure.

4.3 Restrictions and Conflicts

NONE

4.4 Required Consents

- Board of Directors Consent
- Stockholders Consent

4.5(b) Leased Real Property

34 Crosby Drive Lease, Bedford, MA

The Company has entered into a Lease Agreement with Equity Office, Inc., dated February 23, 2006, for premises located at 34 Crosby Drive, Bedford, MA. The term is for 1 month from March 1, 2006 through March 31, 2006 and monthly rent is \$18,604.40. Payments totaling \$0 remain.

4.9(1) Financial Statements

[See attached]

4.9(2) Non-GAAP Financial Statements

NONE

- Setra Systems
- Ingersoll-Rand Hussmann
- SPX
- Marley Cooling
- Ingersoll-Rand
- LCN
- HB IVES
- Locknetics

Consultants

- Debbie Panella

Employees

- Jeffrey C. Herrmann
- David W. Wangler

4.15 Tax Returns

NONE

4.16 Officers, Employees and Independent Contractors

[See attached]

4.17(a) Seller Benefit Plans

<u>Plan Name/ Description</u>	<u>Contribution</u>
SupplyWorks, Inc. 401k Plan	0%
Medical & Dependent Care Flexible Spending plan	N/A
Blue Cross Blue Shield Medical Plan	80% Premium
Delta Dental Plan	80% Premium
Unum Provident Life & LTD Insurance plan	100% Premium

4.17(f) Transaction Concerning Transferred Employees

NONE

4.20(a) Seller Registered Intellectual Property

Registered Trademarks

The Company holds a registered trademark for SUPPLYWORKS which covers the use of the mark in connection with software. The trademark was registered with the U.S. Patent and Trademark Office on March 21, 2000 (Registration Number: 2,333,486). The Company also registered the service mark SUPPLYWORKS on March 26, 2002 (Registration Number: 2,551,505).

IN WITNESS WHEREOF, Seller has acknowledged and affirmed this Disclosure Schedule
as of the 8th day of March 2006.

SUPPLYWORKS, INC.,
a Delaware corporation

By: D. W. Wangler
Name: DAVID W. WANGLER
Its: PRESIDENT & CEO