

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CombineNet, Inc.		04/25/2002	CORPORATION:

**RECEIVING PARTY DATA**

Name:	The Advisory Board Company
Street Address:	2445 M Street, NW
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20037
Entity Type:	COMPANY:

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2900949	EXPRESSIVE BIDDING
Registration Number:	2994252	COMBINENET
Registration Number:	2886582	COMBINENET
Serial Number:	78250503	DECISION-GUIDANCE SYSTEMS
Registration Number:	3009378	DECISION-GUIDANCE SYSTEMS
Serial Number:	78250486	DECISION-GUIDANCE SYSTEMS
Registration Number:	3388251	COMBINENET
Registration Number:	3388249	COMBINENET
Registration Number:	2652523	COMBINENET
Registration Number:	2640639	COMBINENET
Registration Number:	2652522	COMBINENET
Registration Number:	2640638	COMBINENET

**CORRESPONDENCE DATA**

**900135021**

**TRADEMARK  
 REEL: 003995 FRAME: 0405**

**CH \$315.00 2900949**

Fax Number: (412)355-6501  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 412-355-6785  
Email: trademarks@klgates.com  
Correspondent Name: K&L Gates LLP - George D. Dickos  
Address Line 1: 535 Smithfield Street  
Address Line 2: Henry W. Oliver Building  
Address Line 4: Pittsburgh, PENNSYLVANIA 15222-2312

NAME OF SUBMITTER:	George D. Dickos
Signature:	/George D. Dickos/
Date:	05/28/2009

Total Attachments: 29  
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## SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Security Agreement"), dated as of May 28, 2009, is made by CombineNet, Inc., a Delaware corporation (the "Debtor"), in favor of The Advisory Board Company, a Delaware corporation (together with its successors and permitted assigns and transferees, the "Secured Party").

Pursuant to the Loan Agreement of even date herewith (as amended or restated from time to time, the "Loan Agreement"), between the Debtor and the Secured Party, the Secured Party has agreed to make a loan to the Debtor, upon the terms and subject to the conditions set forth therein, to be evidenced by a secured term note (the "Note") issued by the Debtor thereunder. It is a condition to willingness of the Secured Party to make its loan to the Debtor under the Loan Agreement that the Debtor shall have executed and delivered this Security Agreement to the Secured Party.

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Secured Party to make a loan to the Debtor under the Loan Agreement, the Debtor hereby agrees with the Secured Party as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Loan Agreement and used herein are so used as so defined, and terms which are defined in the Uniform Commercial Code in effect in the State of Delaware on the date hereof are used herein as therein defined, and the following terms shall have the following meanings:

"Code" means the Uniform Commercial Code as from time to time in effect in the State of Delaware.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Event of Default" shall have the meaning assigned to it in the Note.

"Lien" shall mean, with respect to any property, any security interest, mortgage, pledge, lien, claim, charge or other encumbrance in, of, or on such property or the income therefrom, including, without limitation, the interest of a vendor or lessor under a conditional sale agreement, capital lease or other title retention agreement, or any agreement to provide any of the foregoing, and the filing of any financing statement or similar instrument under the Uniform Commercial Code or comparable law of any jurisdiction.

"Obligations" means the unpaid principal amount of, and interest on, the Note and all other obligations and liabilities of the Debtor to the Secured Party, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, arising under, out of, or in connection with, the Loan Agreement, the Note or this Security Agreement.

The Obligations do not include any obligations or liabilities of the Debtor that arise under the Relationship Agreement.

“Permitted Liens” shall have the meaning assigned to it in Section 2 of this Security Agreement.

“Security Agreement” means this Security Agreement, as amended or restated from time to time.

“UCC” means the Uniform Commercial Code.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Debtor hereby grants to the Secured Party a security interest in all right, title and interest of the Debtor in all of the tangible and intangible assets of the Debtor, including without limitation the following property, whether now owned or hereafter acquired: (i) accounts; (ii) chattel paper; (iii) commercial tort claims; (iv) deposit accounts; (v) documents; (vi) equipment; (vii) fixtures; (viii) general intangibles (including patents, copyrights, trademarks, service marks and trade names and any applications therefor or registrations thereof, including without limitation those as set forth on Schedule A hereto, payment intangibles and software); (ix) goods; (x) instruments; (xi) inventory; (xii) investment property and financial assets; (xiii) letter-of-credit rights and letters of credit; (xiv) money; (xv) supporting obligations; (xvi) insurance claims and proceeds; (xvii) books, records, computer programs, databases and other materials pertaining to any of the foregoing; and (xviii) proceeds and products of any of the foregoing (collectively, the “Collateral”), subject only to Permitted Liens. “Permitted Liens” means (a) Liens for taxes not yet due and payable; (b) statutory Liens of landlords; (c) Liens of carriers, warehousemen, mechanics, materialmen and repairmen incurred in the ordinary course of business consistent with past practice and not yet delinquent; (d) capital leases in effect on the date hereof as set forth on Schedule B hereto and those equipment capital leases entered into by the Debtor in the future; and (e) rights previously granted or granted in the future by the Debtor in arm’s length transactions in connection with projects for third parties and channel transactions (other than those relating to health care providers (including hospitals) and colleges and universities).

3. Rights of Secured Party; Limitations on Secured Party’s Liability.

(a) Debtor Remains Liable. Anything herein to the contrary notwithstanding, the Debtor shall remain liable under each item of Collateral to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement with respect thereto. The Secured Party shall not have any obligation or liability under any item of Collateral (or any agreement with respect thereto) by reason of or arising out of this Security Agreement or the receipt by the Secured Party of any payment relating to an item of Collateral pursuant hereto, nor shall the Secured Party be obligated in any manner to perform any of the obligations of the Debtor under or pursuant to any item of Collateral (or any agreement with respect thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under item of Collateral (or any agreement with respect thereto), to

present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Notice to Account Debtors. Upon the request of the Secured Party at any time after the occurrence and during the continuance of an Event of Default, the Debtor shall notify account debtors with respect to the Collateral that the Collateral has been assigned to the Secured Party and that payments in respect thereof shall be made directly to the Secured Party.

(c) Collections. If required by the Secured Party at any time after the occurrence and during the continuance of an Event of Default, any payments on or with respect to any item of Collateral, when collected by the Debtor, shall be forthwith (and, in any event, within two Business Days) delivered by the Debtor to the Secured Party, in the exact form received, duly endorsed by the Debtor to the Secured Party or, if required by the Secured Party, deposited by the Debtor in a special collateral account maintained by the Secured Party, subject to withdrawal by the Secured Party only, as hereinafter provided, and, until so delivered or deposited, shall be held by the Debtor in trust for the Secured Party, segregated from other funds or assets of the Debtor. All proceeds constituting collections of any item of Collateral while held by the Secured Party (or by the Debtor in trust for the Secured Party) shall continue to be collateral security for all of the Obligations and shall not constitute payment thereof until applied thereto by the Secured Party. If an Event of Default shall have occurred and be continuing, at any time at the Secured Party's election, the Secured Party may apply all or any part of the property so delivered or the funds so deposited on account of the Obligations in such order as the Secured Party may elect, and any part of such property or funds which the Secured Party elects not to apply and deems not required as collateral security for the Obligations shall be paid over from time to time by the Secured Party to the Debtor or to whomsoever may be lawfully entitled to receive the same. At the Secured Party's request, the Debtor shall deliver to the Secured Party all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to any item of Collateral, including, without limitation, all original orders, invoices and shipping receipts and original executed agreements, instruments and documents.

(d) Title to Collateral. The Debtor represents and warrants to the Secured Party that it has good and marketable title to all of the Collateral, free and clear of all Liens, security interests and adverse interests, except Permitted Liens.

(e) Intellectual Property. The Debtor represents and warrants to the Secured Party that Schedule A hereto is a true and correct listing of all patents, registered copyrights, and trademarks of the Debtor as of the date hereof.

(f) Article 9 of the UCC. The provisions of this Security Agreement are sufficient, under Article 9 of the UCC as in effect in the State of Delaware to create a security interest in favor of the Secured Party in all right, title and interest of the Debtor in the items and types of collateral described in the Security Agreement that consist of personal property (other than fixtures) in which a security interest can be created under Article 9 of the UCC as in effect in the State of Delaware.

(g) UCC-1 Financing Statements. The UCC-1 financing statements are in appropriate form for filing in the filing office in the State of Delaware. The filing of the UCC-1 financing statements in the filing office in the State of Delaware is sufficient to perfect the security interest created by this Security Agreement in all right, title and interest of the Debtor in the items and types of personal property collateral described in this Security Agreement (other than fixtures), to the extent that a security interest can be perfected in such collateral under Article 9 of the UCC as in effect in the State of Delaware by the filing of a financing statement with the filing office thereof.

4. Covenants. The Debtor covenants and agrees with the Secured Party that, from and after the date of this Security Agreement until all Obligations are paid in full:

(a) Further Documentation; Pledge. At any time and from time to time, upon the written request of the Secured Party, and at the sole expense of the Debtor, the Debtor will promptly and duly execute and deliver such further instruments and documents and take such further action as the Secured Party may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers herein granted. The Debtor hereby authorizes the Secured Party to file or record any financing or continuation statements under the UCC in effect in any jurisdiction with respect to the security interests and Liens created hereby. A copy or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any instrument or chattel paper, the Debtor shall immediately deliver or cause the delivery to the Secured Party of such instrument or chattel paper, duly endorsed in a manner satisfactory to the Secured Party, to be held as Collateral pursuant to this Security Agreement.

(b) Indemnification. The Debtor agrees to pay, and to save the Secured Party harmless from, any and all liabilities, reasonable costs and expenses (including, without limitation, legal fees and expenses) (i) with respect to, or resulting from, any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (ii) with respect to, or resulting from, any delay in complying with any law, rule, regulation or order of any court, arbitrator or governmental entity, jurisdiction or authority applicable to any of the Collateral or (iii) in connection with any of the transactions contemplated by this Security Agreement. In any suit, proceeding or action brought by the Secured Party under any item of Collateral for any sum owing thereunder, or to enforce any provisions of any item of Collateral, the Debtor will save, indemnify and keep the Secured Party harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction or liability whatsoever of the account debtor or obligor thereunder, arising out of a breach by the Debtor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such account debtor or obligor or its successors from the Debtor. The foregoing indemnification shall not apply to any liabilities, costs or expenses resulting directly from the gross negligence or willful misconduct of the Secured Party.

(c) Maintenance of Records. The Debtor will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including without limitation, a

record of all payments received and all credits granted with respect to all items of Collateral. For the Secured Party's further security, the Debtor hereby grants to the Secured Party a security interest in all of the Debtor's books and records pertaining to the Collateral, and upon the occurrence and during the continuance of an Event of Default, the Debtor shall turn over any such books and records to the Secured Party or to its representatives at the request of the Secured Party.

(d) Right of Inspection. The Secured Party shall at all times have full and free access during normal business hours, and upon reasonable prior notice, to all the books of record and account of the Debtor, and the Secured Party or its representatives may examine the same, take extracts therefrom and make photocopies thereof, and the Debtor agrees to render to the Secured Party, at the Debtor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto. The Secured Party and its representatives shall at all times also have the right during normal business hours, and upon reasonable prior notice, to enter into and upon any premises where any of the Collateral is located for the purpose of inspecting the same or otherwise protecting its interests therein.

(e) Compliance with Laws, etc. The Debtor will comply in all material respects with all laws, rules, regulations and orders of any court, arbitrator or governmental entity, jurisdiction or authority applicable to the Collateral or any part thereof or to the operation of the Debtor's business; provided, however, that the Debtor may contest any such law, rule, regulation or order in any reasonable manner which shall not, in the reasonable opinion of the Secured Party, adversely affect the Secured Party's rights or the priority of its Liens on the Collateral.

(f) Payment of Obligations. The Debtor will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of its income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if (i) the validity thereof is being contested in good faith by appropriate proceedings, (ii) such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest therein and (iii) such charge is adequately reserved against on the Debtor's books in accordance with GAAP.

(g) Limitation on Liens on Collateral. The Debtor will not create, incur or permit to exist, will defend the Collateral against, and will take such other action as is necessary to remove any Lien, security interest, pledge, mortgage, deed of trust, levy, attachment, claim or other charge or encumbrance on or to the Collateral, except Permitted Liens, and will defend the right, title and interest of the Secured Party in and to any of the Collateral against the claims and demands of all persons or entities whatsoever.

(h) Limitations on Dispositions of Collateral. The Debtor will not sell, transfer, lease or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so, except for rights granted by the Debtor in arm's length transactions in connection with projects for third parties and channel transactions (other than those relating to health care providers (including hospitals) and colleges and universities).

(i) Limitations on Discounts, Compromises or Extensions. Other than in the ordinary course of business as generally conducted by the Debtor, the Debtor will not grant any extension of the time of payment of any item of Collateral, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partially, any person or entity liable for the payment thereof, or allow any credit or discount whatsoever thereon.

(j) Maintenance of Collateral. The Debtor will maintain each item of Collateral in good operating condition, ordinary wear and tear and immaterial impairments of value and damage by the elements excepted, and will provide all maintenance, service and repairs necessary for such purpose.

(k) Maintenance of Insurance. The Debtor will maintain, with financially sound and reputable companies, insurance policies (i) insuring the Collateral against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the Secured Party and (ii) insuring the Debtor against liability for personal injury and property damage relating to such Collateral, such policies to be in such form and amounts and having such coverage as may be reasonably satisfactory to the Secured Party. From time to time upon the request of the Secured Party, the Debtor shall deliver to the Secured Party insurance policies, certificates or binders as the Secured Party may from time to time reasonably request.

(l) Further Identification of Collateral. The Debtor will furnish to the Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail.

(m) Notices. The Debtor will promptly notify (in reasonable detail) the Secured Party of (i) any damage to or loss (including loss of use) or destruction of any material Collateral and (ii) the occurrence of any event, circumstance or condition giving rise to any commercial tort claim of the Debtor.

5. Secured Party's Appointment as Attorney-in-Fact.

(a) Powers. The Debtor hereby irrevocably constitutes and appoints the Secured Party and any of its officers or agents (the "Agent"), with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Debtor and in the name of the Debtor or in its own name, from time to time in the Agent's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, the Debtor hereby gives the Agent the power and right, on behalf of the Debtor, without notice to or assent by the Debtor, to do the following:

- (i) at any time when the authority of the Debtor to collect the item of Collateral has been curtailed or terminated pursuant to the first sentence of Section 3(c) hereof, or in the case of any Collateral, at any time when any Event of Default shall have occurred and is continuing, in the name of the Debtor or



its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any item of Collateral or with respect to any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Agent for the purpose of collecting any and all such moneys due with respect to any Collateral whenever payable;

- (ii) to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and
- (iii) Upon the occurrence and during the continuance of any Event of Default, (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Secured Party or as the Agent shall direct; (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (E) to defend any suit, action or proceeding brought against the Debtor with respect to any Collateral; (F) to settle, compromise or adjust any suit, action or proceeding described in clause (E) above and, in connection therewith, to give such discharges or releases as the Agent may deem appropriate; and (G) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Agent were the absolute owner thereof for all purposes, and to do, at the Agent's option and the Debtor's expense, at any time, or from time to time, all acts and things which the Agent deems necessary to protect, preserve or realize upon the Collateral and the Secured Party's Liens thereon and to effect the intent of this Security Agreement, all as fully and effectively as the Debtor might do.

At the reasonable request of the Secured Party, the Debtor shall deliver to the Secured Party, one or more further documents ratifying any and all actions that said attorneys shall lawfully take or do or cause to be taken or done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

Neither the Agent nor any of its officers, directors, employees or agents shall be under any liability to the Secured Party, to any future holder of any interest in the Obligations, or to the Debtor or other pledgor or obligor for any action or failure to act taken or suffered in good faith.

(b) Other Powers. The Debtor also authorizes the Agent, at any time and from time to time, to execute, in connection with the sales provided for in Section 7 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty on Secured Party's Part. The powers conferred on the Secured Party hereunder are solely to protect the Secured Party's interests in the Collateral and shall not impose any duty upon it to exercise any such powers. The Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to the Debtor for any act or failure to act hereunder, except for its own gross negligence or willful misconduct.

6. Performance by Secured Party of Debtor's Obligations. If the Debtor fails to perform or comply with any of its agreements contained herein and the Secured Party, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of the Secured Party incurred in connection with such performance or compliance, together with interest thereon at a rate per annum equal to the Prime Rate (as published by the Wall Street Journal for the most recent applicable one-month period) plus 5%, shall be payable by the Debtor to the Secured Party on demand and shall constitute Obligations secured hereby.

7. Remedies. If an Event of Default shall occur and be continuing, the Secured Party may exercise, in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, the Secured Party, without demand of performance or other demand, presentment, protest, or notice of any kind (except any notice required by law referred to below) to or upon the Debtor or any other person or entity (all and each of which are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity or redemption in the Debtor, which right or equity is hereby waived or released. The Debtor further agrees, at the Secured Party's request, to assemble the Collateral and make it available to the Secured Party at places which the Secured Party shall reasonably select, whether at the Debtor's premises or elsewhere. The Secured Party shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Party hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Secured Party may elect, and only after such application and after the payment by

the Secured Party of any other amount required by any provision of law, including, without limitation, Section 9-615 of the Code, need the Secured Party's account for the surplus, if any, to the Debtor. To the extent permitted by applicable law, the Debtor waives all claims, damages and demands it may acquire against the Secured Party arising out of the exercise by the Secured Party of any of its rights hereunder, provided that such release shall not apply to any claim, damage or demand resulting directly from the gross negligence, actual willful misconduct or bad faith of the Secured Party. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least seven (7) days before such sale or other disposition. The Debtor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorneys employed by the Secured Party to collect such deficiency.

8. Limitation on Duties Regarding Preservation of Collateral. The Secured Party's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Secured Party deal with similar property for its own account. Neither the Secured Party nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Debtor or otherwise.

9. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

10. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11. Paragraph Headings. The paragraph headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

12. No Waiver; Cumulative Remedies. The Secured Party shall not by any act (except by a written instrument pursuant to Section 13 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that the Secured Party would otherwise have on any future occasion. The rights and remedies herein

provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

13. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Debtor and the Secured Party. This Security Agreement shall be binding upon the successors and assigns of the Debtor and shall inure to the benefit of the Secured Party and its successors and assigns.

14. Governing Law. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware.

15. Authorization Upon Fulfillment of Obligations. From the date of the Debtor's fulfillment of all the Obligations, the Secured Party authorizes the Debtor to file UCC-3 termination statements and all documentation requested by the United States Patent and Trademark Office to terminate all security interests in connection with or evidenced by the Loan Agreement and agrees that it will, from and after the date of such conversion, execute, notarize, and deliver such other documents, instruments, releases, UCC-3 termination statements, and agreements as may reasonably be prepared and requested by the Debtor to terminate all security interests in connection with or evidenced by the Loan Agreement.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]*

IN WITNESS WHEREOF, the Debtor has caused this Security Agreement to be duly executed and delivered in favor of the Secured Party as of the date first above written.

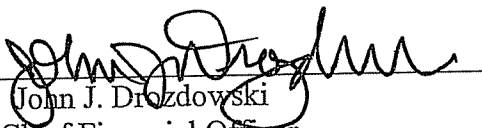
DEBTOR:

COMBINENET, INC.

By: \_\_\_\_\_

Name: John J. Drozdowski

Title: Chief Financial Officer


A handwritten signature in black ink, appearing to read "John J. Drozdowski", is written over a horizontal line. The signature is cursive and somewhat stylized.

*Signature Page to Security Agreement*

**TRADEMARK**  
**REEL: 003995 FRAME: 0417**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date and year first above written.

**THE ADVISORY BOARD COMPANY**

By:   
Name: EVAN FARBER  
Title: GENERAL COUNSEL

*Signature Page to Loan Agreement*

SCHEDULE A

Intellectual Property

# Patent Report by Invention w/inventor

by Client/Family/Matter  
 1/1/1970 to 12/31/2029  
 Including Client(s) 3819;

Client	Family	Matter	Reference	Type	Filed	Serial #	Issued	Patent	Status
3819									

3819 CombineNet, Inc.

Client	Family	Matter	Reference	Type	Filed	Serial #	Issued	Patent	Status
<b>"A System and Method For Automatic Determination and Use of Abstract Channels in Online Advertising"</b>									
Inventors: SANDHOLM, TUOMAS W.; PARKES, DAVID C.; NEMHAUSER, GEORGE L.; BOUTILIER, CRAIG E.									
	UNITED STATES		083670		11/11/2008	61/113,306			PENDING
	UNITED STATES		090252		02/10/2009	61/151,333			PENDING
<b>"A System and Method for Compliance, Execution and Reoptimization of Expressive Contracts"</b>									
Inventors: SANDHOLM, TUOMAS W.; PARKES, DAVID C.; BROWN, JASON JOHN; BOUTILIER, CRAIG E.									
	UNITED STATES		083531		10/24/2008	61/108,239			PENDING
<b>"Allocation Based Method for Targeting Negotiation Opportunities"</b>									
Inventors: SURI, SUBHASH; SANDHOLM, TUOMAS W.; LEVINE, DAVID L.									
	UNITED STATES		021681	NEW	03/27/2003	10/400,285			PUBLISHED
	EPO		043746	CEQ	03/29/2004	04075941.7			ABANDONED
<b>"Automated Scenario Navigation in Combinatorial Exchanges"</b>									
Inventors: SANDHOLM, TUOMAS W.; BOUTILIER, CRAIG E.; BAILEY, BRYAN									
	UNITED STATES		040409	NEW	02/24/2004	60/547,266			EXPIRED
	UNITED STATES		045780	FCA	02/24/2005	11/065,333	04/01/2008	7,353,191	ISSUED
	EPO		050607	CEQ	02/24/2005	05075446.4			ABANDONED
<b>"Automatic Combinatorial Auction Winner Determination"</b>									
Inventors: SANDHOLM, TUOMAS W.									
	WIPO		010116	CEQ	10/25/1999	PCT/US99/23978			EXPIRED
	UNITED STATES		010117	CEQ	10/27/1998	09/179,659	08/07/2001	6,272,473	ISSUED
	EPO		010684	DCA	10/25/1999	99 971 118.7			ABANDONED
<b>"Bidding Languages for Combinatorial Auctions"</b>									
Inventors: HOOS, HOLGER H.; BOUTILIER, CRAIG E.									
	UNITED STATES		011289	NEW	08/03/2001	60/310,001			EXPIRED
	UNITED STATES		021365	OTH	08/02/2002	10/211,771	01/06/2009	7,475,035	ISSUED
	EPO		021527	CEQ	08/02/2002	02 078 167.0			ABANDONED
	UNITED STATES		081138		12/15/2008	12/334,989			PUBLISHED
<b>"CABOB: A Fast Optimal Algorithm for Combinatorial Auctions"</b>									
Inventors: SURI, SUBHASH; SANDHOLM, TUOMAS W.; LEVINE, DAVID L.; GILPIN, ANDREW G.									
	UNITED STATES		010086	NEW	01/17/2001	60/262,244			EXPIRED



# Patent Report by Invention w/inventor

by Client/Family/Matter  
1/1/1970 to 12/31/2029  
Including Client(s) 3819;

Client	Family	Matter	Reference	Type	Filed	Serial#	Issued	Patent	Status
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3819 CombineNet, Inc.

**"CABOB: A Fast Optimal Algorithm for Combinatorial Auctions"**

Inventors: SURI, SUBHASH; SANDHOLM, TUOMAS W.; LEVINE, DAVID L.; GILPIN, ANDREW G.									
UNITED STATES	020747	NEW	04/10/2002	60/371,450					EXPIRED
UNITED STATES	030276	FCA	04/10/2003	10/411,879					PUBLISHED

**"Direct Output Method for Targeting Negotiation Opportunities"**

Inventors: SURI, SUBHASH; SANDHOLM, TUOMAS W.; LEVINE, DAVID L.									
UNITED STATES	022275	NEW	03/27/2003	10/400,246					PUBLISHED
EPO	043747	CEQ	03/29/2004	04075940.9					ABANDONED

**"Expressive Ad-Auction Method And Apparatus"**

Inventors: SANDHOLM, TUOMAS W.; PARKES, DAVID C.									
UNITED STATES	052068	NEW	07/08/2005	60/697,775					EXPIRED

**"Expressive Auctions For Banner Ads"**

Inventors: SANDHOLM, TUOMAS W.; PARKES, DAVID C.; BOUTILIER, CRAIG E.									
UNITED STATES	062263	NEW	07/27/2006	60/833,698					EXPIRED
UNITED STATES	071920	CIP	07/27/2007	11/881,737					PUBLISHED

**"Expressive Banner Ad Auctions And Model-Based Online Optimization For Clearing"**

Inventors: WALSH, WILLIAM E.; SANDHOLM, TUOMAS W.; PARKES, DAVID C.; BOUTILIER, CRAIG E.									
UNITED STATES	070935	NEW	02/26/2007	60/903,481					EXPIRED

**"Expressive Competition For Key Word Auctions"**

Inventors: SANDHOLM, TUOMAS W.; PARKES, DAVID C.									
UNITED STATES	050683	NEW	03/31/2005	60/667,249					EXPIRED
UNITED STATES	060508	FCA	03/31/2006	11/396,410					PUBLISHED
WIPO	061023	CEQ	03/31/2006	PCT/US2006/011854					EXPIRED

**"Market Clearability"**

Inventors: SURI, SUBHASH; SANDHOLM, TUOMAS W.									
UNITED STATES	010087	NEW	01/17/2001	60/262,247					EXPIRED

**"Market Clearability"**

Inventors: SURI, SUBHASH; SANDHOLM, TUOMAS W.									
UNITED STATES	020748	NEW	04/10/2002	60/371,390					EXPIRED
UNITED STATES	030401	FCA	04/10/2003	10/410,876					PUBLISHED

# Patent Report by Invention w/inventor

by Client/Family/Matter  
 1/1/1970 to 12/31/2029  
 Including Client(s) 3819;

Client	Family	Matter	Reference	Type	Filed	Serial #	Issued	Patent	Status
3819									

CombineNet, Inc.

**"Method for Optimal Winner Determination in Combinatorial Auctions"**

Inventors	Reference	Type	Filed	Serial #	Issued	Patent	Status
SURI, SUBHASH; SANDHOLM, TUOMAS W.							
UNITED STATES	010249	NEW	02/20/2001	09/789,480	12/04/2007	7,305,363	ISSUED
UNITED STATES	030400	CIP	04/10/2003	10/410,859			PUBLISHED
UNITED STATES	071074	DIV	02/28/2007	11/712,196			PUBLISHED

**"Method of Determining an Exchange Allocation That Promotes Truthful Bidding And Improves The Obtainment Of Auction"**

Inventors	Reference	Type	Filed	Serial #	Issued	Patent	Status
SANDHOLM, TUOMAS W.; CONITZER, VINCENT							
UNITED STATES	044842	NEW	01/03/2007	11/649,082			PUBLISHED

**"Minimal Preference Elicitation in Combinatorial Auctions"**

Inventors	Reference	Type	Filed	Serial #	Issued	Patent	Status
SANDHOLM, TUOMAS W.; CONEN, WOLFRAM							
UNITED STATES	010088	NEW	01/23/2001	60/263,491			EXPIRED

**"Minimal Preference Elicitation in Combinatorial Auctions"**

Inventors	Reference	Type	Filed	Serial #	Issued	Patent	Status
SANDHOLM, TUOMAS W.; CONEN, WOLFRAM							
UNITED STATES	020749	NEW	04/10/2002	60/371,436			EXPIRED
UNITED STATES	030402	FCA	04/10/2003	10/412,643			PENDING
EPO	043712	CEQ					DESTROYED

**"Optimal Selection Of Communications Common Carrier Plan"**

Inventors	Reference	Type	Filed	Serial #	Issued	Patent	Status
MCKENZIE, JR., RICHARD JAMES; LEVINE, DAVID L.; KUYAKANON, NICK; BAILEY, BRYAN							
UNITED STATES	061256	NEW	06/05/2006	60/810,955			EXPIRED
UNITED STATES	062677	FCA	05/22/2007	11/805,087			PUBLISHED

**"Side Constraints and Non-Price Attributes in Combinatorial Markets"**

Inventors	Reference	Type	Filed	Serial #	Issued	Patent	Status
SURI, SUBHASH; SANDHOLM, TUOMAS W.							
UNITED STATES	010089	NEW	01/17/2001	60/262,181			EXPIRED

# Patent Report by Invention w/inventor

by Client/Family/Matter  
1/1/1970 to 12/31/2029  
Including Client(s) 3819;

Client	Family	Matter	Reference#	Type	Filed	Serial#	Issued	Patent	Status
3819									

3819 CombineNet, Inc.

## "Side Constraints and Non-Price Attributes in Combinatorial Markets"

Inventors: SURI, SUBHASH; SANDHOLM, TUOMAS W.									
UNITED STATES	020750	NEW	04/10/2002	60/371,451					EXPIRED
UNITED STATES	021356	FCA	09/25/2002	10/254,241					PUBLISHED
EPO	021944	CEQ	01/10/2003	03 075 095.4					ABANDONED
JAPAN	030114	CEQ	04/10/2003	2003-106111					ABANDONED
UNITED STATES	040410	CIP	03/18/2004	10/803,549	03/03/2009	7,499,880			ISSUED
UNITED STATES	043946	CIP	11/24/2004	10/997,765					PUBLISHED
EPO	050598	CEQ	03/18/2005	05 075 661.8					ABANDONED
EPO	053565	CEQ	11/24/2005	05077664.0					ABANDONED
UNITED STATES	090090		02/10/2009	12/368,354					PENDING

## "Solving Concisely Expressed Combinatorial Auction Problems"

Inventors: BOUTILIER, CRAIG E.									
UNITED STATES	021371	NEW	07/11/2002	60/395,157					EXPIRED
UNITED STATES	030682	FCA	07/11/2003	10/618,238	02/03/2009	7,487,124			ISSUED
EPO	031340	CEQ	07/11/2003	03077189.3					ABANDONED
UNITED STATES	082480	DIV	10/31/2008	12/262,586					PUBLISHED

## "Stochastic Local Search for Combinatorial Auctions"

Inventors: HOOS, HOLGER H.; BOUTILIER, CRAIG E.									
UNITED STATES	011108	FCA	07/30/2001	09/918,164	03/07/2006	7,010,505			ISSUED
UNITED STATES	011275	NEW	07/28/2000	60/221,551					EXPIRED
EPO	021451	CEQ							DESTROYED

## "System and Method for an Efficient Auction for Multiple Dissimilar Objects"

Inventors: PARKES, DAVID C.									
UNITED STATES	010308	NEW	11/02/2000	60/245,692					EXPIRED

## "System For And Method Of Conducting An Expressive Ad Auction"

Inventors: SANDHOLM, TUOMAS W.; PARKES, DAVID C.									
UNITED STATES	051519	NEW	05/13/2005	60/680,894					EXPIRED

## "Winner Determination in Combinatorial Auction Generalizations"

Inventors: SURI, SUBHASH; SANDHOLM, TUOMAS W.; LEVINE, DAVID L.; GILPIN, ANDREW G.									
UNITED STATES	010090	NEW	01/17/2001	60/262,176					EXPIRED

# Patent Report by Invention w/inventor

by Client/Family/Matter  
1/1/1970 to 12/31/2029  
Including Client(s) 3819;

Client	Family	Matter	Reference#	Type	Filed	Serial #	Issued	Patent	Status
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3819 CombineNet, Inc.

## "Winner Determination in Combinatorial Auction Generalizations"

Inventors: SURI, SUBHASH; SANDHOLM, THOMAS W.; LEVINE, DAVID L.; GILPIN, ANDREW G.  
UNITED STATES 020751 NEW 04/10/2002 60/371,505  
UNITED STATES 030403 FCA

EXPIRED  
DESTROYED

Report Total	62
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FIDELITY AND BOND COMPANY  
 TRADEMARK STATUS REPORT BY CLIENT  
 Client: 351022  
 Client: 351022  
 Client: 351022  
 Client: 351022

Trademark	Status	App Number	App Date	All Actions, Excluding Take	Due Date(s)
	Client-Matter	Reg Number	Reg Date		
COMBINENET	To Be Abandoned 351022-900704/US	76174956 2652523 Legacy Log:	28-Nov-2000 19-Nov-2002 Resp. Off.: PA	8/15 Grace Period Ends Next Renewal SECTION 8 at RENEWAL DUE Renew Grace Period Ends	19-May-2009 19-Nov-2012 19-Nov-2012 19-May-2013
<b>Classes:</b> 09 <b>Goods:</b> Class 9: Computer software for use in facilitating business-to-business commercial electronic transactions, namely, for providing businesses the ability to select and/or purchase various goods and services over computer networks.					
<b>Remarks:</b> Abandoned per client's instructions of 10/16/08.					
COMBINENET	Registered 351022-900705/US	76174432 2640639 Legacy Log:	28-Nov-2000 22-Oct-2002 Resp. Off.: PA	Next Renewal SECTION 8 at RENEWAL DUE Renew Grace Period Ends	22-Oct-2012 22-Oct-2012 22-Apr-2013
<b>Classes:</b> 35 <b>Goods:</b> Class 35: Business services, namely, facilitating business-to-business commercial electronic transactions, namely, providing businesses the ability to select and/or purchase various goods and services over computer networks.					

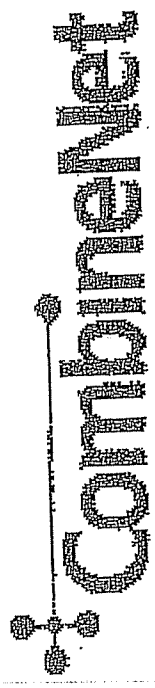
Trademark Status Report by Client  
 Client: 351072  
 CombInetNet, Inc.  
 Page 2

Trademark	Status	Client-Matter	App Number Reg Number	App Date Reg Date	All Actions, Excluding Take	Due Date(s)
COMBINENET & DESIGN	To Be Abandoned	351072-900706/US	76174427	28-Nov-2000	8/15 Grace Period Ends	19-May-2009
Country: United States of America			2652522	19-Nov-2002	Next Renewal	19-Nov-2012
Owner: CombInetNet, Inc.			Legacy Log:	Resp. Off.: PA	SECTION 8 at RENEWAL	19-Nov-2012
Product:					DUE	
Classes: 09					Renew Grace Period Ends	19-May-2013

**Goods:** Class 9: Computer software for use in facilitating business-to-business commercial electronic transactions, namely, for providing businesses the ability to allocate resources and to select and/or purchase various goods and services over computer networks.  
**Remarks:** Abandoned per Paul Henderson's instructions of 10/20/08.

Available Images:

combinenet&design.bmp  
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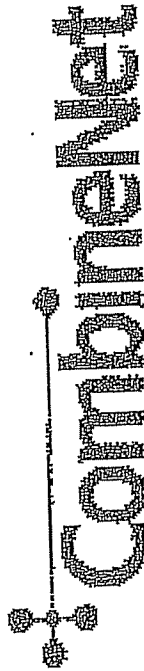
PUBLIC NOTICE 2009  
 Trademark Status Report by Client  
 Client: 51022  
 Client: CombineNet, Inc.

Trademark	Status	App Number	App Date	All Actions, Excluding Take	Due Date(s)
COMBINE <span>NET</span> & DESIGN	To Be Abandoned 351022-900707US	76174428	28-Nov-2000	Next Renewal	22-Oct-2012
Country: United States of America		2640638	22-Oct-2002	SECTION 8 at RENEWAL	22-Oct-2012
Owner: CombineNet, Inc.	Legacy Log:		Resp. Off: PA	DUE	
Product:				Renew Grace Period Ends	22-Apr-2013

**Classes:** 35  
**Goods:** Class 35: Business services, namely facilitating business-to-business commercial electronic transactions, namely, providing businesses the ability to allocate resources and to select and/or purchase various goods and services over computer networks.  
**Remarks:** Abandoned per Paul Henderson's instructions of 10/20/08.

**Available Images:**

combinenet&design.bmp  
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Filed May 15, 2009  
 Trademark Status Report by Client  
 Client: 351022  
 CombineNet, Inc.  
 351022-900715/US

Trademark	Status	App Number	App Date	All Actions, Excluding Take	Due Date(s)
COMBINENET & DESIGN (LEFT-HAND TARGET LOGO)	Registered	77212249	21-Jun-2007	SECTION 8/15 AFFIDAVITS	26-Feb-2014
Country: United States of America	Client-Matter	3388249	26-Feb-2008	DUE	26-Aug-2014
Owner: CombineNet, Inc.		Legacy Log:	Resp. Off. P.A.	8/15 Grace Period Ends	26-Feb-2018
Product:				First Renewal	
Classes: 35				SECTION 8 AFFIDAVIT DUE	26-Feb-2018
Goods: Class 35: Business services, namely facilitating business-to-business commercial electronic transactions, namely, providing businesses the ability to allocate resources or to select and/or purchase various goods and services over computer networks; consulting services and hosted software solution services, namely, collecting and analyzing business information and resolving resource allocation, sourcing, procurement and production planning problems for businesses.				Renew Grace Period Ends	26-Aug-2018
Remarks: Applicant is the owner of U.S. Registration Nos. 2994252, 2886582, 2652523 and others.					

**Available Images:**  
 combinenet&targetlogo-left  
 \\scan1\shared\Denmemeyer\Images\combinenet&targetlogo-left.jpg





Priority: 05/15/2009  
 Trademark Status Report by Client  
 Client: 551022  
 Combinet, Inc.  
 26-Feb-2014

Trademark	Status	App Number	App Date	All Actions, Excluding Take	Due Date(s)
COMBINENET & DESIGN (LEFT-HAND TARGET LOGO)	Registered	77/212312	21-Jun-2007	SECTION 8/15 AFFIDAVIT DUE	26-Feb-2014
Country: United States of America	351022-900716/US	3388251	26-Feb-2008	8/15 Grace Period Ends	26-Aug-2014
Owner: Combinet, Inc.	Legacy Log:		Resp-Off: PA	First Renewal	26-Feb-2018
Product:				SECTION 8 AFFIDAVIT DUE	26-Feb-2018
Classes: 42				Renew Grace Period Ends	26-Aug-2018

Goods: Class 42: Application services provider featuring computer programs used for collecting and analyzing business information and for resolving resource allocation, sourcing, procurement and production planning problems for businesses.

Remarks: Applicant is the owner of U.S. Registration Nos. 2994252, 2886582, 2652523 and others.  
 Available Images:

combinenet&targetlogo-left  
 \\sari1\shared\Dennermeyer\Images\combinenet&targetlogo-left.jpg



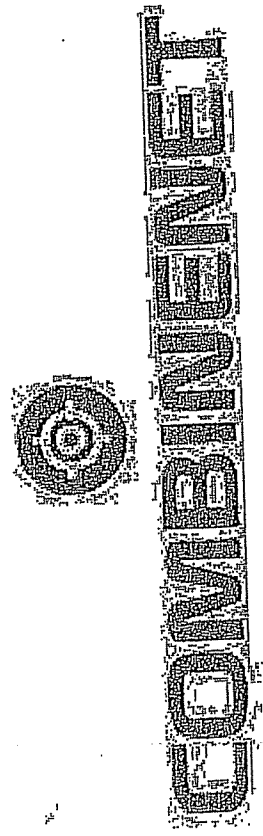
Friday, May 15, 2010 11:58 AM  
 Client: 351022  
 Status: Registered  
 Trademark Status Report by Client  
 Client: CombineNet, Inc.  
 Client: 351022

Trademark	Status	Client-Matter	App Number Reg Number	App Date Reg Date	All Actions, Excluding Take	Due Date(s)
COMBINENET & DESIGN (RED TARGET LOGO)	Registered	351022-900712/US	78/296560 2994252	05-Sep-2003 13-Sep-2005	SECTION 8 & 15 AFFIDAVITS DUE	13-Sep-2011
Country: United States of America			Legacy Log:	Resp. Off: PA	8/15 Grace Period Ends	13-Mar-2012
Owner: CombineNet, Inc.					SECTION 8 at RENEWAL DUE	13-Sep-2015
Product:					Next Renewal	13-Sep-2015
Classes: 35,42					Renew Grace Period Ends	13-Mar-2016

Class 35: Business services, namely facilitating business-to-business commercial electronic transactions, namely, providing businesses the ability to allocate resources or to select and/or purchase various goods and services over computer networks.  
 Class 42: Providing access to application service provider computer programs used for collecting and analyzing business information and for resolving resource allocation, sourcing, procurement and production planning problems for businesses.

Available Images:

combinenettargetlogo  
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Trademark Status Report by Client  
 Client: 551022  
 Client: CombineNet, Inc.  
 Date: 08/15/2009

Trademark	Status	Client-Matter	App Number Reg Number	App Date Reg Date	All Actions, Excluding Take	Due Date(s)
COMBINENET & DESIGN (RED TARGET LOGO)	Registered	351022-900713/US	78293614 2886582	28-Aug-2003 21-Sep-2004	SECTION 8 & 15 AFFIDAVITS DUE	21-Sep-2010
Country: United States of America			Legacy Log:	Resp Off: PA	8/15 Grace Period Ends	21-Mar-2011
Owner: CombineNet, Inc.					SECTION 8 at RENEWAL DUE	21-Sep-2014
Product:					Next Renewal	21-Sep-2014
Classes: 35					Renew Grace Period Ends	21-Mar-2015

Class 35: Consulting services and hosted software solution services, namely collecting and analyzing business information and resolving resource allocation, sourcing, procurement and production planning problems for businesses.

Remarks: Goods re-classified from Class 42 per Examiner's Amendment.

Available Images:

combinenettargetlogo  
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**COMBINENET**

7/13/04  
 351022-900708/US  
 Client: 351022-900708/US  
 CombinaNet, Inc.  
 Trademark Status Report by Client

Status: Inactive  
 Client-Matter: 351022-900708/US  
 App Number: 78/250486  
 App Date: 15-May-2003  
 Reg Number: 3009378  
 Reg Date: 25-Oct-2005  
 Resp.Off.: PA  
 Resp.Off.: PA  
 Legacy Log:

Trademark: DECISION-GUIDANCE SYSTEMS  
 Country: United States of America  
 Owner: CombineNet, Inc.  
 Product:

Classes: 09  
 Goods: Class 9: Computer software that can be downloaded from the global communications network for collecting and analyzing business information and for resolving resource allocation, sourcing, procurement and production planning problems for businesses.

Remarks: Abandoned per Mike Concordia's instructions of 12/13/04.  
 Disclaimers: No claim is made to the exclusive right to use SYSTEMS, apart from the mark as shown.

DECISION-GUIDANCE SYSTEMS  
 Country: United States of America  
 Owner: CombineNet, Inc.  
 Product:

Classes: 42  
 Goods: Class 42: Application service provider services featuring computer programs used for collecting and analyzing business information and for resolving resource allocation, sourcing, procurement, and production planning problems for business.

Remarks: Goods re-classified from Class 35.  
 Goods amended per Examiner's Amendment.  
 Disclaimers: No claim is made to the exclusive right to use SYSTEMS, apart from the mark as shown.

DECISION-GUIDANCE SYSTEMS  
 Country: United States of America  
 Owner: CombineNet, Inc.  
 Product:

Classes: 35  
 Goods: Class 35: Consulting services, namely collecting and analyzing business information and resolving resource allocation, sourcing, procurement and production planning problems for businesses.

Remarks: Goods re-classified from Class 42.  
 Abandoned per Mike Concordia's instructions of 12/13/04.  
 Disclaimers: No claim is made to the exclusive right to use SYSTEMS, apart from the mark as shown.

All Actions, Excluding Take	App Date	Due Date(s)
SECTION 8 & 15 AFFIDAVITS DUE	15-May-2003	25-Oct-2011
8/15 Grace Period Ends	25-Oct-2005	25-Apr-2012
SECTION 8 at RENEWAL DUE	Resp.Off.: PA	25-Oct-2015
Next Renewal		25-Oct-2015
Renew Grace Period Ends		25-Apr-2016

Friday, March 25, 2010  
 Trademark Status Report by Client  
 © 1997-2010 CombineNet, Inc.  
 Client: 51072

Trademark	Status	App Number	App Date	Due Date(s)
EXPRESSIVE BIDDING	Registered	78/340195	12-Dec-2003	02-Nov-2010
Country: United States of America	351022-900714/US	2900949	02-Nov-2004	02-May-2011
Owner: CombineNet, Inc.	Legacy Log:		Resp. Off: PA:	
Product:				
Classes: 09				
Goods: Class 9: Computer software for submitting, tracking and accepting bidding proposals over a global computer network; downloadable computer software for submitting, tracking and accepting bidding proposals.				
			SECTION 8 AFFIDAVIT DUE	
			SECTION 8 GRACE PERIOD ENDS	
			SECTION 8 at RENEWAL DUE	
			Next Renewal	02-Nov-2014
			Renewal Grace Ends	02-May-2015

SCHEDULE B

Capital Leases

Vendor	Lease #	Acquisition Date	Start Date	End Date	Description of Asset
Capital Network	763479	4/26/2007	7/1/2007	6/1/2010	BEA - (1) Weblogic Server Premium V8.1 - PER CPU
GE Capital	4153111-001	9/30/2002	11/24/2002	10/24/2004	(1) IBM THINKPAD R32 CTO; serial number AKVDLHD
	4153111-002		4/26/2003	3/26/2005	(5) IBM P3M 1.2GHZ 256MB; serial numbers 99MGC13, 99MGC50, 99MGC70, 99MGD07, 99MGD22
HP	50017FBA	1/15/2003	5/1/2003	4/1/2007	(2) Dell Workstations= Dell Latitude X200 (1) Network Product = (10) EXABYTE V17 VXATAPE DATA CARTRIDGE VXA-1 OR VXA-2 Mfg Part # 111.00103 (1) EXABYTE VXA AUTOPAK VXA TAPE AUTO INT 10SLOT/660GB Mfg Part # 119.00046 (1) EXABYTE VXA-1 TAPE DRIVE EXT LVD KIT 33/66GB WHITE Mfg Part # 115.00201 (10 HP LASERJET 2200DN 8MB 19RPM Mfg Part # C7063A#ABA (2) SONY VPL-CX5 SUPERLITE PROJECTOR XGA 2000 Mfg Part # VPL-CX5
					(3) Network Product = IU, XEON, 2.8G DDR, Combinet (serial: PS-A13466, PS-A13467, PS-A13469)
					(1) Network Product = (6) Asante 1000SX GBIC/Mod, (2) Asante IntraCore 35160 4 Port Dual FNCTN GBIC/100 (4) Dell Dimension 8250 Series (5) Belkin 5C to 5C Duplex Fiber 3' P Cable
					(1) Servers- Lantronix SCS 3200 Secure Console Server (1) Shipping Tax
Laurel Capital	3136-1	5/20/2005	5/1/2005	4/1/2007	Asset #'s 211-213, 215, 217, 218, 227-232, 283-285 (Computer Equipment & Software & Network Hardware) Asset #'s 237, 240, 241, 246-274, 318-325, 245, 275, 276, 216, 307, 328, 218, 224, 239, 277, 278, 280, 315, 329, 281, 282, 330, 331, 283-296, 308, 310, 332-339, 312 (Computer Equipment & Software, Office Furniture & Equipment, Software License, Network Hardware & Leasehold Improvements)
	3136-2	9/19/2005	9/1/2005	8/1/2007	

TRADEMARK

REEL: 003995 FRAME: 0434

Vendor	Lease #	Acquisition Date	Start Date	End Date	Description of Asset
	3136-3	11/16/2005	11/1/2005	10/1/2007	Asset #'s 340-347, 353, 368-376, 380, 306, 327, 354, 377, 348, 355, 349, 381, 382, 350, 356-360, 388-389, 350-352, 361-366, 379, 383-387 (Computer Equipment, Office Equipment, Computer Software, Software License, Network Hardware)
MacArthur Leasing (billed by Marlin)	001-0483407-001	8/9/2007	8/1/2007	7/31/2010	Asset 628; Nationwide Value Computer - Inv COMB-32807-DC; (16) IBM 8843 BladeServer w/ Dual 2.8GHz, 4GB RAM, 36GB SCSI HDD - ship 3.27.07 & 3.28.07
Nationwide Value Computer	COMB-62607-DC	9/28/2007	7/1/2007	6/30/2010	four (4) IBM 8843 Blade Servers w/3.2GHz, 4GB, 36GB HDD
	COMB-82207-DC	9/28/2007	9/1/2007	8/31/2010	eighteen (18) dual 2000W Power Supply for 8677 Blade Center
	COMB-91407-DC	9/28/2007	10/1/2007	9/30/2010	three (3) IBM HS20 w/dual 3.2GHz, 800MHz, 4GB RAM, 2X 36GB HDD SAS
Xerox	70610914	3/21/2006	5/5/2006	4/5/2011	(2) Xerox copiers (1) WCP238HC WCP238 PTR/SCN/HCF& (1) WCP2636C WC PRO C2636 'C'
		3/21/2006	5/5/2006	7/31/2007	1 of above copiers cancel, new lease started
Xerox- Lease Agreement 2007	70610915	8/1/2007	8/1/2007	6/30/2010	New copier lease WC7345PC (WC7345 Printer); 46 month lease; WCP2636 S/N TFN681130 Trade-In as of Payment 15