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09/09/09

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

REC-1

09-18-2009



103574559

To the Director of the U. S. Patent and Trade

marks or the new address(es) below.

1. Name of conveying party(ies):

Comerica Bank

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Michigan banking corporation
- Other

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: TLI Newco, Inc.  
 Internal  
 Address: c/o FirstMark Capital, LLC, Attn: Brian Kempner  
 Street Address: 1221 Avenue of the Americas, 26th Floor  
 City: New York  
 State: New York  
 Country: USA Zip: 10020

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Delaware
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No (Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) July 23, 2009

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other SEE ATTACHED

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3224213 and 3135814

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Wollmuth Maher & Deutsch LLP

Internal Address: Attn: Richard C. Leska, Esq.

Street Address: 500 Fifth Avenue

City: New York

State: NY Zip: 10110

Phone Number: 212-382-3300

Fax Number: 212-382-0050

Email Address: rleska@wmd-law.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

09/11/2009 NJANA1 00000007 3224213  
 Deposit Account Number 01 FC:8521 48.00 OP  
 Authorized User Name 02 FS:8522 25.00 OP

9. Signature:

Signature

9/18/09

Date

Richard C. Leska, Esq.  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 140

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Continuation of Item 1:

Conveying Party: SupplyScape Corporation, a Delaware corporation.

## Explanation of Transaction that Relates to this Transfer of Ownership

On July 23, 2009, Comerica Bank ("Comerica") assigned that certain Loan and Security Agreement (the "Loan Agreement"), dated as of July 27, 2005, by and between SupplyScape Corporation ("SupplyScape") and Comerica, a copy of which is attached hereto as Exhibit A, to TLI Newco, Inc. ("TLI Newco"). A copy of the Assignment and Bill of Sale related to such assignment is attached hereto as Exhibit B. Immediately following the assignment, TLI Newco contacted SupplyScape to inform it of the assignment and to reaffirm the fact that SupplyScape was currently in default under the Loan Agreement, and to inform SupplyScape that unless such default was cured, TLI Newco would foreclose on the Collateral in satisfaction of its "all asset" lien. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement.

On July 30, 2009, SupplyScape and TLI Newco entered into a letter agreement, a copy of which is attached hereto as Exhibit C, in which SupplyScape acknowledged the Events of Default that occurred and that were still occurring under the Loan Agreement, and agreed to peacefully transfer the Collateral, which includes all intellectual property, to TLI Newco.

Therefore, TLI Newco is filing Form 1594 along with the enclosed supporting documents in order to transfer the ownership of the trademarks referenced on the Form 1594 to TLI Newco.

TRADEMARK

REEL: 004067 FRAME: 0489

Exhibit A

The Loan Agreement

ORIGINAL

**SUPPLYSCAPE CORPORATION**  
**LOAN AND SECURITY AGREEMENT**

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TRADEMARK  
REEL: 004067 FRAME: 0491

This LOAN AND SECURITY AGREEMENT is entered into as of July 27, 2005, by and between Comerica Bank ("Bank") and SupplyScape Corporation ("Borrower").

### RECITALS

Borrower wishes to obtain credit from time to time from Bank, and Bank desires to extend credit to Borrower. This Agreement sets forth the terms on which Bank will advance credit to Borrower, and Borrower will repay the amounts owing to Bank.

### AGREEMENT

The parties agree as follows:

#### 1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. As used in this Agreement, all capitalized terms shall have the definitions set forth on Exhibit A. Any term used in the Code and not defined herein shall have the meaning given to the term in the Code.

1.2 Accounting Terms. Any accounting term not specifically defined on Exhibit A shall be construed in accordance with GAAP and all calculations shall be made in accordance with GAAP. The term "financial statements" shall include the accompanying notes and schedules.

#### 2. LOAN AND TERMS OF PAYMENT.

##### 2.1 Credit Extensions.

(a) Promise to Pay. Borrower promises to pay to Bank, in lawful money of the United States of America, the aggregate unpaid principal amount of all Credit Extensions made by Bank to Borrower, together with interest on the unpaid principal amount of such Credit Extensions at rates in accordance with the terms hereof.

##### (b) Term Advances.

(i) Subject to and upon the terms and conditions of this Agreement, Bank agrees to make Term Advances to Borrower from the Closing Date to the Term Availability End Date. The aggregate amount of all Term Advances shall not exceed the Term Line.

(ii) Interest shall accrue from the date of each Term Advance at the rate specified in Section 2.3(a), and shall be payable in accordance with Section 2.3(c). Any Term Advances that are outstanding on the Term Availability End Date shall be payable in twenty-four (24) equal monthly installments of principal, plus accrued interest, beginning on August 1, 2006, and continuing on the same day of each month thereafter through the Term Maturity Date. On the Term Maturity Date, all amounts owing in connection with the Term Advances made under this Section 2.1(b) and all other amounts owing under this Agreement shall be immediately due and payable. Term Advances, once repaid, may not be reborrowed. Borrower may prepay any Term Advances without penalty or premium.

(iii) When Borrower desires to obtain a Term Advance, Borrower shall notify Bank (which notice shall be irrevocable) by facsimile transmission to be received no later than 3:00 p.m. Eastern time two (2) Business Day before the day on which the Term Advance is to be made. Such notice shall be substantially in the form of Exhibit C. The notice shall be signed by a Responsible Officer or its designee.

(c) Corporate Credit Cards. Subject to the terms and conditions of this Agreement, until July 1, 2006 (the "Credit Card Maturity Date"), Borrower may request corporate credit cards from Bank (collectively, the "Credit Card Services"), provided that the aggregate limit of the corporate credit cards issued by

Bank shall not in any case exceed \$15,000 at any time. The terms and conditions (including repayment and fees) of such Credit Card Services shall be subject to the terms and conditions of the Bank's standard forms of application and agreement for the Credit Card Services, which Borrower hereby agrees to execute as a condition precedent to the use of the Credit Card Services. All corporate credit cards will be cancelled on and no further Credit Card Services will be provided after the Credit Card Maturity Date. As a condition precedent to use of any Credit Card Services, and so long as any Obligations in respect of Credit Card Services are outstanding, Borrower shall deposit and maintain not less than \$15,000 in money market account #1892864198 with Bank. Such money market account and all amounts held therein, together with all proceeds thereof, interest paid thereon, and substitutions therefor, and all accounts, securities, instruments, securities entitlements and financial assets arising out of any of the foregoing, are the "Cash Collateral". Without limiting the generality of Section 4.1, Borrower grants and pledges to Bank a continuing security interest in all presently existing and hereafter acquired or arising Cash Collateral, in order to secure prompt repayment of any and all Obligations. Bank shall retain control over the Cash Collateral to secure the Obligations until the Obligations have been satisfied in full. Borrower hereby authorizes Bank to place restrictions on Borrower's ability to withdraw amounts from accounts holding the Cash Collateral in order to ensure that the Obligations remain fully cash secured. Borrower authorizes Bank to execute and/or file such documents, and take such actions, as Bank determines reasonable to perfect its security interest in the Cash Collateral. Such security interest constitutes a valid, first priority security interest in the Cash Collateral, and will constitute a valid, first priority security interest in Cash Collateral acquired after the date hereof.

## 2.2 [Reserved]

## 2.3 Interest Rate, Payments, and Calculations.

(a) Interest Rate. Except as set forth in Section 2.3(b), the Term Advances shall bear interest, on the outstanding daily balance thereof, at a rate equal to one percent (1.0%) above the Prime Rate in effect from time to time.

(b) Late Fee; Default Rate. If any payment is not made within 10 days after the date such payment is due, Borrower shall pay Bank a late fee equal to the lesser of (i) five percent (5%) of the amount of such unpaid amount or (ii) the maximum amount permitted to be charged under applicable law. All Obligations shall bear interest, from and after the occurrence and during the continuance of an Event of Default, at a rate equal to 5 percentage points above the interest rate applicable immediately prior to the occurrence of the Event of Default.

(c) Payments. Interest hereunder shall be due and payable on the first (1st) calendar day of each month during the term hereof. Bank shall, at its option, charge such interest, all Bank Expenses, and all Periodic Payments against any of Borrower's deposit accounts. Any interest not paid when due shall be compounded by becoming a part of the Obligations, and such interest shall thereafter accrue interest at the rate then applicable hereunder.

(d) Computation. In the event the Prime Rate is changed from time to time hereafter, the applicable rate of interest hereunder shall be increased or decreased, effective as of the day the Prime Rate is changed, by an amount equal to such change in the Prime Rate. All interest chargeable under the Loan Documents shall be computed on the basis of a 360 day year for the actual number of days elapsed.

2.4 Crediting Payments. Prior to the occurrence of an Event of Default, Bank shall credit a wire transfer of funds, check or other item of payment to such deposit account or Obligation as Borrower specifies. After the occurrence of an Event of Default, Bank shall have the right, in its sole discretion, to immediately apply any wire transfer of funds, check, or other item of payment Bank may receive to conditionally reduce Obligations, but such applications of funds shall not be considered a payment on account unless such payment is of immediately available federal funds or unless and until such check or other item of payment is honored when presented for payment. Notwithstanding anything to the contrary contained herein, any wire transfer or payment received by Bank after 3:30 p.m. Eastern time shall be deemed to have been received by Bank as of the opening of business on the immediately following Business Day. Whenever any payment to Bank under the Loan Documents would otherwise be due (except by reason of acceleration) on a date that is not a Business Day, such payment shall instead be due on the next Business Day, and additional fees or interest, as the case may be, shall accrue and be payable for the period of such extension.

2.5 Fees. Borrower shall pay to Bank the following:

(a) Facility Fee. On the Closing Date, a fee equal to \$1,500, which shall be nonrefundable;

(b) Bank Expenses. On the Closing Date, all Bank Expenses incurred through the Closing Date, and, after the Closing Date, all Bank Expenses, as and when they are incurred by Bank.

2.6 Term. This Agreement shall become effective on the Closing Date and, subject to Section 13.7, shall continue in full force and effect for so long as any Obligations remain outstanding or Bank has any obligation to make Credit Extensions under this Agreement. Notwithstanding the foregoing, Bank shall have the right to terminate its obligation to make Credit Extensions under this Agreement immediately and without notice upon the occurrence and during the continuance of an Event of Default.

### 3. CONDITIONS OF LOANS.

3.1 Conditions Precedent to Initial Credit Extension. The obligation of Bank to make the initial Credit Extension is subject to the condition precedent that Bank shall have received, in form and substance satisfactory to Bank, the following:

- (a) this Agreement;
- (b) an officer's certificate of Borrower with respect to incumbency and resolutions authorizing the execution and delivery of this Agreement;
- (c) a financing statement (Form UCC-1);
- (d) agreement to provide insurance;
- (e) payment of the fees and Bank Expenses then due specified in Section 2.5;
- (f) current SOS Reports indicating that except for Permitted Liens, there are no other security interests or Liens of record in the Collateral;
- (g) current financial statements, including audited statements for Borrower's most recently ended fiscal year, together with an unqualified opinion, company prepared consolidated and consolidating balance sheets and income statements for the most recently ended month in accordance with Section 6.2, and such other updated financial information as Bank may reasonably request;
- (h) current Compliance Certificate in accordance with Section 6.2;
- (i) a Collateral Information Certificate; and
- (j) such other documents or certificates, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

3.2 Conditions Precedent to all Credit Extensions. The obligation of Bank to make each Credit Extension, including the initial Credit Extension, is further subject to the following conditions:

- (a) timely receipt by Bank of the Payment/Advance Form as provided in Section 2.1;
- and
- (b) the representations and warranties contained in Section 5 shall be true and correct in all material respects on and as of the date of such Payment/Advance Form and on the effective date of each Credit Extension as though made at and as of each such date, and no Event of Default shall have occurred and be



continuing, or would exist after giving effect to such Credit Extension (provided, however, that those representations and warranties expressly referring to another date shall be true, correct and complete in all material respects as of such date). The making of each Credit Extension shall be deemed to be a representation and warranty by Borrower on the date of such Credit Extension as to the accuracy of the facts referred to in this Section 3.2.

#### 4. CREATION OF SECURITY INTEREST.

4.1 Grant of Security Interest. Borrower grants and pledges to Bank a continuing security interest in the Collateral to secure prompt repayment of any and all Obligations and to secure prompt performance by Borrower of each of its covenants and duties under the Loan Documents. Except as set forth in the Schedule, such security interest constitutes a valid, first priority security interest in the presently existing Collateral, and will constitute a valid, first priority security interest in later-acquired Collateral. Borrower hereby agrees to not sell, transfer, assign, mortgage, pledge, lease, grant a security interest in, or encumber any of its Intellectual Property. Notwithstanding any termination, Bank's Lien on the Collateral shall remain in effect for so long as any Obligations are outstanding.

4.2 Perfection of Security Interest. Borrower authorizes Bank to file at any time financing statements, continuation statements, and amendments thereto that (i) either specifically describe the Collateral or describe the Collateral as all assets of Borrower of the kind pledged hereunder, and (ii) contain any other information required by the Code for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, including whether Borrower is an organization, the type of organization and any organizational identification number issued to Borrower, if applicable. Any such financing statements may be signed by Bank on behalf of Borrower, as provided in the Code, and may be filed at any time in any jurisdiction whether or not Revised Article 9 of the Code is then in effect in that jurisdiction. Borrower shall from time to time endorse and deliver to Bank, at the request of Bank, all Negotiable Collateral and other documents that Bank may reasonably request, in form satisfactory to Bank, to perfect and continue perfected Bank's security interests in the Collateral and in order to fully consummate all of the transactions contemplated under the Loan Documents. Borrower shall have possession of the Collateral, except where expressly otherwise provided in this Agreement or where Bank chooses to perfect its security interest by possession in addition to the filing of a financing statement. Where Collateral is in possession of a third party bailee, Borrower shall take such steps as Bank reasonably requests for Bank to (i) obtain an acknowledgment, in form and substance satisfactory to Bank, of the bailee that the bailee holds such Collateral for the benefit of Bank, (ii) obtain "control" of any Collateral consisting of investment property, deposit accounts, letter-of-credit rights or electronic chattel paper (as such items and the term "control" are defined in Revised Article 9 of the Code) by causing the securities intermediary or depository institution or issuing bank to execute a control agreement in form and substance satisfactory to Bank. Borrower will not create any chattel paper without placing a legend on the chattel paper acceptable to Bank indicating that Bank has a security interest in the chattel paper. Borrower from time to time may deposit with Bank specific cash collateral to secure specific Obligations; Borrower authorizes Bank to hold such specific balances in pledge and to decline to honor any drafts thereon or any request by Borrower or any other Person to pay or otherwise transfer any part of such balances for so long as the specific Obligations are outstanding.

4.3 Right to Inspect. Bank (through any of its officers, employees, or agents) shall have the right, upon reasonable prior notice, from time to time during Borrower's usual business hours but no more than twice each year (unless an Event of Default has occurred and is continuing), to inspect Borrower's Books and to make copies thereof and to check, test, and appraise the Collateral in order to verify Borrower's financial condition or the amount, condition of, or any other matter relating to, the Collateral.

#### 5. REPRESENTATIONS AND WARRANTIES.

Borrower represents and warrants as follows:

5.1 Due Organization and Qualification. Borrower and each Subsidiary is a corporation duly existing under the laws of the state in which it is incorporated and qualified and licensed to do business in any state in which the conduct of its business or its ownership of property requires that it be so qualified, except where the failure to do so would not reasonably be expected to cause a Material Adverse Effect.

5.2 Due Authorization; No Conflict. The execution, delivery, and performance of the Loan Documents are within Borrower's powers, have been duly authorized, and are not in conflict with nor constitute a breach of any provision contained in Borrower's Certificate of Incorporation or Bylaws, nor will they constitute an event of default under any material agreement by which Borrower is bound. Borrower is not in default under any agreement by which it is bound, except to the extent such default would not reasonably be expected to cause a Material Adverse Effect.

5.3 Collateral. Borrower has rights in or the power to transfer the Collateral, and its title to the Collateral is free and clear of Liens, adverse claims, and restrictions on transfer or pledge except for Permitted Liens. All Collateral is located solely in the Collateral States. All Inventory is in all material respects of good and merchantable quality, free from all material defects, except for Inventory for which adequate reserves have been made. Except as set forth in the Schedule, none of the Collateral is maintained or invested with a Person other than Bank or Bank's Affiliates.

5.4 Intellectual Property. Borrower is the sole owner of the Intellectual Property, except for non-exclusive licenses granted by Borrower to its customers in the ordinary course of business. To the best of Borrower's knowledge, each of the Copyrights, Trademarks and Patents is valid and enforceable, and no part of the Intellectual Property has been judged invalid or unenforceable, in whole or in part, and no claim has been made to Borrower that any part of the Intellectual Property violates the rights of any third party except to the extent such claim would not reasonably be expected to cause a Material Adverse Effect. Except as set forth in the Schedule, Borrower's rights as a licensee of intellectual property do not give rise to more than 5% of its gross revenue in any given month, including without limitation revenue derived from the sale, licensing, rendering or disposition of any product or service.

5.5 Name; Location of Chief Executive Office. Except as disclosed in the Schedule, Borrower has not done business under any name other than that specified on the signature page hereof, and its exact legal name is as set forth in the first paragraph of this Agreement. The chief executive office of Borrower is located in the Chief Executive Office State at the address indicated in Section 10 hereof.

5.6 Litigation. Except as set forth in the Schedule, there are no actions or proceedings pending by or against Borrower or any Subsidiary before any court or administrative agency in which a likely adverse decision would reasonably be expected to have a Material Adverse Effect.

5.7 No Material Adverse Change in Financial Statements. All consolidated and consolidating financial statements related to Borrower and any Subsidiary that are delivered by Borrower to Bank fairly present in all material respects Borrower's consolidated and consolidating financial condition as of the date thereof and Borrower's consolidated and consolidating results of operations for the period then ended. There has not been a material adverse change in the consolidated or in the consolidating financial condition of Borrower since the date of the most recent of such financial statements submitted to Bank.

5.8 Solvency; Payment of Debts. Borrower is able to pay its debts (including trade debts) as they mature; the fair saleable value of Borrower's assets (including goodwill minus disposition costs) exceeds the fair value of its liabilities; and Borrower is not left with unreasonably small capital after the transactions contemplated by this Agreement.

5.9 Compliance with Laws and Regulations. Borrower and each Subsidiary have met the minimum funding requirements of ERISA with respect to any employee benefit plans subject to ERISA. No event has occurred resulting from Borrower's failure to comply with ERISA that is reasonably likely to result in Borrower's incurring any liability that could have a Material Adverse Effect. Borrower is not an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940. Borrower is not engaged principally, or as one of the important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulations T and U of the Board of Governors of the Federal Reserve System). Borrower has complied in all material respects with all the provisions of the Federal Fair Labor Standards Act. Borrower is in compliance with all Environmental Laws, regulations and ordinances except where the failure to comply is not reasonably likely to have a Material Adverse Effect. Borrower has not violated any statutes, laws, ordinances or rules applicable to it, the violation of which

would reasonably be expected to have a Material Adverse Effect. Borrower and each Subsidiary have filed or caused to be filed all tax returns required to be filed, and have paid, or have made adequate provision for the payment of, all taxes reflected therein except those being contested in good faith with adequate reserves under GAAP or where the failure to file such returns or pay such taxes would not reasonably be expected to have a Material Adverse Effect.

5.10 Subsidiaries. Borrower does not own any stock, partnership interest or other equity securities of any Person, except for Permitted Investments.

5.11 Government Consents. Borrower and each Subsidiary have obtained all consents, approvals and authorizations of, made all declarations or filings with, and given all notices to, all governmental authorities that are necessary for the continued operation of Borrower's business as currently conducted, except where the failure to do so would not reasonably be expected to cause a Material Adverse Effect.

5.12 Inbound Licenses. Except as disclosed on the Schedule, Borrower is not a party to, nor is bound by, any license or other agreement that prohibits or otherwise restricts Borrower from granting a security interest in Borrower's interest in such license or agreement or any other property.

5.13 Full Disclosure. No representation, warranty or other statement made by Borrower in any certificate or written statement furnished to Bank taken together with all such certificates and written statements furnished to Bank contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained in such certificates or statements not misleading, it being recognized by Bank that the projections and forecasts provided by Borrower in good faith and based upon reasonable assumptions are not to be viewed as facts and that actual results during the period or periods covered by any such projections and forecasts may differ from the projected or forecasted results.

## 6. AFFIRMATIVE COVENANTS

Borrower covenants that, until payment in full of all outstanding Obligations, and for so long as Bank may have any commitment to make a Credit Extension hereunder, Borrower shall do all of the following:

6.1 Good Standing and Government Compliance. Borrower shall maintain its and each of its Subsidiaries' corporate existence and good standing in the Borrower State, shall maintain qualification and good standing in each other jurisdiction in which the failure to so qualify would reasonably be expected to have a Material Adverse Effect, and shall furnish to Bank the organizational identification number issued to Borrower by the authorities of the state in which Borrower is organized, if applicable. Borrower shall meet, and shall cause each Subsidiary to meet, the minimum funding requirements of ERISA with respect to any employee benefit plans subject to ERISA. Borrower shall comply in all material respects with all applicable Environmental Laws, and maintain all material permits, licenses and approvals required thereunder where the failure to do so would reasonably be expected to have a Material Adverse Effect. Borrower shall comply, and shall cause each Subsidiary to comply, with all statutes, laws, ordinances and government rules and regulations to which it is subject, and shall maintain, and shall cause each of its Subsidiaries to maintain, in force all licenses, approvals and agreements, the loss of which or failure to comply with which would reasonably be expected to have a Material Adverse Effect.

6.2 Financial Statements, Reports, Certificates. Borrower shall deliver to Bank: (i) as soon as available, but in any event within 30 days after the end of each calendar month, a company prepared consolidated and consolidating balance sheet and income statement covering Borrower's operations during such period, in a form reasonably acceptable to Bank and certified by a Responsible Officer; (ii) as soon as available, but in any event within 120 days after the end of Borrower's fiscal year, audited consolidated and consolidating financial statements of Borrower prepared in accordance with GAAP, consistently applied, together with an opinion which is unqualified or otherwise consented to in writing by Bank on such financial statements of an independent certified public accounting firm reasonably acceptable to Bank; (iii) if applicable, copies of all statements, reports and notices sent or made available generally by Borrower to its security holders or to any holders of Subordinated Debt and all reports on Forms 10-K and 10-Q filed with the Securities and Exchange Commission; (iv) promptly upon receipt of notice thereof, a report of any legal actions pending or threatened against Borrower or any Subsidiary that could result in damages or costs to Borrower or any Subsidiary of \$100,000 or more; (v) promptly upon receipt, each

management letter prepared by Borrower's independent certified public accounting firm regarding Borrower's management control systems; (vi) as soon as available, but in any event not later than the last day of each fiscal year, Borrower's financial and business projections and budget for the next year, with evidence of approval thereof by Borrower's Board of Directors, and (vii) such budgets, sales projections, operating plans or other financial information generally prepared by Borrower in the ordinary course of business as Bank may reasonably request from time to time.

(a) Within 30 days after the last day of each month, Borrower shall deliver to Bank with the monthly financial statements a Compliance Certificate certified as of the last day of the applicable month and signed by a Responsible Officer in substantially the form of Exhibit D hereto.

(b) As soon as possible and in any event within 3 calendar days after becoming aware of the occurrence or existence of an Event of Default hereunder, a written statement of a Responsible Officer setting forth details of the Event of Default, and the action which Borrower has taken or proposes to take with respect thereto.

Borrower may deliver to Bank on an electronic basis any certificates, reports or information required pursuant to this Section 6.2, and Bank shall be entitled to rely on the information contained in the electronic files, provided that Bank in good faith believes that the files were delivered by a Responsible Officer. If Borrower delivers this information electronically, it shall also deliver to Bank by U.S. Mail, reputable overnight courier service, hand delivery, facsimile or .pdf file within 5 Business Days of submission of the unsigned electronic copy the certification of monthly financial statements and the Compliance Certificate, each bearing the physical signature of the Responsible Officer.

6.3 Inventory; Returns. Borrower shall keep all Inventory in good and merchantable condition, free from all material defects except for Inventory for which adequate reserves have been made. Returns and allowances, if any, as between Borrower and its account debtors shall be on the same basis and in accordance with the usual customary practices of Borrower, as they exist on the Closing Date. Borrower shall promptly notify Bank of all returns and recoveries and of all disputes and claims involving more than \$50,000.

6.4 Taxes. Borrower shall make, and cause each Subsidiary to make, due and timely payment or deposit of all material federal, state, and local taxes, assessments, or contributions required of it by law, including, but not limited to, those laws concerning income taxes, F.I.C.A., F.U.T.A. and state disability, and will execute and deliver to Bank, on demand, proof satisfactory to Bank indicating that Borrower or a Subsidiary has made such payments or deposits and any appropriate certificates attesting to the payment or deposit thereof; provided that Borrower or a Subsidiary need not make any payment if the amount or validity of such payment is contested in good faith by appropriate proceedings and is reserved against (to the extent required by GAAP) by Borrower.

#### 6.5 Insurance.

(a) Borrower, at its expense, shall keep the Collateral insured against loss or damage by fire, theft, explosion, sprinklers, and all other hazards and risks, and in such amounts, as ordinarily insured against by other owners in similar businesses conducted in the locations where Borrower's business is conducted on the date hereof. Borrower shall also maintain liability and other insurance in amounts and of a type that are customary to businesses similar to Borrower's.

(b) All such policies of insurance shall be in such form, with such companies, and in such amounts as reasonably satisfactory to Bank. All policies of property insurance shall contain a lender's loss payable endorsement, in a form satisfactory to Bank, showing Bank as an additional loss payee, and all liability insurance policies shall show Bank as an additional insured and specify that the insurer must give at least 20 days notice to Bank before canceling its policy for any reason. Upon Bank's request, Borrower shall deliver to Bank certified copies of the policies of insurance and evidence of all premium payments. If no Event of Default has occurred and is continuing, proceeds payable under any casualty policy will, at Borrower's option, be payable to Borrower to replace the property subject to the claim, provided that any such replacement property shall be deemed Collateral in which Bank has been granted a first priority security interest. If an Event of Default has occurred and

is continuing, all proceeds payable under any such policy shall, at Bank's option, be payable to Bank to be applied on account of the Obligations.

6.6 Primary Depository. Borrower shall maintain all its depository and operating accounts with Bank and its primary investment accounts with Bank or Bank's Affiliates; provided however that Borrower may maintain up to \$300,000 in the aggregate at Silicon Valley Bank for up to 30 days after the Closing Date.

6.7 Intellectual Property Rights. Borrower shall (i) protect, defend and maintain the validity and enforceability of the trade secrets, Trademarks, Patents and Copyrights, (ii) use commercially reasonable efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Bank in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld.

6.8 Consent of Inbound Licensors. Prior to entering into or becoming bound by any material license or agreement, Borrower shall: (i) provide written notice to Bank of the material terms of such license or agreement with a description of its likely impact on Borrower's business or financial condition; and (ii) in good faith use commercially reasonable efforts to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for Borrower's interest in such licenses or contract rights to be deemed Collateral and for Bank to have a security interest in it that might otherwise be restricted by the terms of the applicable license or agreement, whether now existing or entered into in the future, provided, however, that the failure to obtain any such consent or waiver shall not constitute a default under this Agreement.

6.9 Additional Guaranties and Collateral Security. Borrower shall cause:

(a) each Subsidiary not in existence on the Closing Date or acquired by Borrower after the Closing Date (a "New Subsidiary"), to execute and deliver to Bank as soon as reasonably practicable and in any event within ten (10) days after the formation, acquisition or change in status thereof, an unconditional guaranty of the Obligations, a security agreement, and any other agreements, deliverables, or actions reasonably requested by Bank in connection therewith, each of which documents shall be in form and substance reasonably satisfactory to Bank, along with any documents reasonably requested by Bank to; and

(b) each owner of the capital stock of any such New Subsidiary to execute and deliver promptly and in any event within ten (10) days after the formation or acquisition of such New Subsidiary such documents and share certificates as may be reasonably requested by Bank in order for Bank to take and perfect a security interest in the capital stock of the New Subsidiary.

6.10 Further Assurances. At any time and from time to time Borrower shall execute and deliver such further instruments and take such further action as may reasonably be requested by Bank to effect the purposes of this Agreement.

## 7. NEGATIVE COVENANTS.

Borrower covenants and agrees that, so long as any credit hereunder shall be available and until the outstanding Obligations are paid in full or for so long as Bank may have any commitment to make any Credit Extensions, Borrower will not do any of the following without Bank's prior written consent:

7.1 Dispositions. Convey, sell, lease, license, transfer or otherwise dispose of (collectively, to "Transfer"), or permit any of its Subsidiaries to Transfer, all or any part of its business or property, or move cash balances on deposit with Bank to accounts opened at another financial institution, other than Permitted Transfers.

7.2 Change in Name, Location, Executive Office, or Executive Management; Change in Business; Change in Fiscal Year. Change its name or the Borrower State or relocate its chief executive office without 30 days prior written notification to Bank; replace its chief executive officer or chief financial officer without 30 days prior written notification to Bank; engage in any business, or permit any of its Subsidiaries to

engage in any business, other than or reasonably related or incidental to the businesses currently engaged in by Borrower; or change its fiscal year end.

7.3 Mergers or Acquisitions. Merge or consolidate, or permit any of its Subsidiaries to merge or consolidate, with or into any other business organization (other than mergers or consolidations of a Subsidiary into another Subsidiary or into Borrower), or acquire, or permit any of its Subsidiaries to acquire, all or substantially all of the capital stock or property of another Person except where (i) such transactions do not in the aggregate exceed \$250,000 during any fiscal year, (ii) no Event of Default has occurred, is continuing or would exist after giving effect to such transactions, (iii) such transactions do not result in a Change in Control, and (iv) Borrower is the surviving entity.

7.4 Indebtedness. Create, incur, assume, guarantee or be or remain liable with respect to any Indebtedness, or permit any Subsidiary so to do, other than Permitted Indebtedness, or prepay any Indebtedness or take any actions which impose on Borrower an obligation to prepay any Indebtedness, except Indebtedness to Bank.

7.5 Encumbrances. Create, incur, assume or allow any Lien with respect to any of its property, or assign or otherwise convey any right to receive income, including the sale of any Accounts, or permit any of its Subsidiaries so to do, except for Permitted Liens, or covenant to any other Person that Borrower in the future will refrain from creating, incurring, assuming or allowing any Lien with respect to any of Borrower's property.

7.6 Distributions. Pay any dividends or make any other distribution or payment on account of or in redemption, retirement or purchase of any capital stock, except that Borrower may repurchase the stock of former employees pursuant to stock repurchase agreements as long as the aggregate amount of such repurchases does not exceed \$25,000 in any fiscal year and an Event of Default does not exist prior to such repurchase or would not exist after giving effect to any such repurchase.

7.7 Investments. Directly or indirectly acquire or own, or make any Investment in or to any Person, or permit any of its Subsidiaries so to do, other than Permitted Investments, or maintain or invest any of its property with a Person other than Bank or Bank's Affiliates or permit any Subsidiary to do so unless such Person has entered into a control agreement with Bank, in form and substance satisfactory to Bank, or suffer or permit any Subsidiary to be a party to, or be bound by, an agreement that restricts such Subsidiary from paying dividends or otherwise distributing property to Borrower.

7.8 Transactions with Affiliates. Directly or indirectly enter into or permit to exist any material transaction with any Affiliate of Borrower except for transactions that are in the ordinary course of Borrower's business, upon fair and reasonable terms that are no less favorable to Borrower than would be obtained in an arm's length transaction with a non-affiliated Person.

7.9 Subordinated Debt. Make any payment in respect of any Subordinated Debt, or permit any of its Subsidiaries to make any such payment or amend any provision affecting Bank's rights contained in any documentation relating to the Subordinated Debt without Bank's prior written consent.

7.10 Inventory and Equipment. Store the Inventory or the Equipment with a bailee, warehouseman, or similar third party unless the third party has been notified of Bank's security interest and Bank (a) has received an acknowledgment from the third party that it is holding or will hold the Inventory or Equipment for Bank's benefit or (b) is in possession of the warehouse receipt, where negotiable, covering such Inventory or Equipment. Except for Inventory sold in the ordinary course of business and except for such other locations as Bank may approve in writing, Borrower shall keep the Inventory and Equipment only at the location set forth in Section 10 and such other locations of which Borrower gives Bank prior written notice and as to which Bank files a financing statement where needed to perfect its security interest.

7.11 No Investment Company; Margin Regulation. Become or be controlled by an "investment company," within the meaning of the Investment Company Act of 1940, or become principally engaged in, or undertake as one of its important activities, the business of extending credit for the purpose of purchasing or carrying margin stock, or use the proceeds of any Credit Extension for such purpose.

8. EVENTS OF DEFAULT.

Any one or more of the following events shall constitute an Event of Default by Borrower under this Agreement:

8.1 Payment Default. If Borrower fails to pay any of the Obligations when due;

8.2 Covenant Default.

(a) If Borrower fails to perform any obligation under Article 6 or violates any of the covenants contained in Article 7 of this Agreement; or

(b) If Borrower fails or neglects to perform or observe any other material term, provision, condition, covenant contained in this Agreement, in any of the Loan Documents, or in any other present or future agreement between Borrower and Bank and as to any default under such other term, provision, condition or covenant that can be cured, has failed to cure such default within 10 days after Borrower receives notice thereof or any officer of Borrower becomes aware thereof; provided, however, that if the default cannot by its nature be cured within the 10 day period or cannot after diligent attempts by Borrower be cured within such 10 day period, and such default is likely to be cured within a reasonable time, then Borrower shall have an additional reasonable period (which shall not in any case exceed 30 days) to attempt to cure such default, and within such reasonable time period the failure to have cured such default shall not be deemed an Event of Default but no Credit Extensions will be made;

8.3 Material Adverse Change. If there occurs a material adverse change in Borrower's prospects, business or financial condition, or if there is a material impairment in the prospect of repayment of any portion of the Obligations or a material impairment in the perfection, value or priority of Bank's security interests in the Collateral;

8.4 Attachment. If any material portion of Borrower's assets is attached, seized, subjected to a writ or distress warrant, or is levied upon, or comes into the possession of any trustee, receiver or person acting in a similar capacity and such attachment, seizure, writ or distress warrant or levy has not been removed, discharged or rescinded within 10 days, or if Borrower is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any material part of its business affairs, or if a judgment or other claim becomes a lien or encumbrance upon any material portion of Borrower's assets, or if a notice of lien, levy, or assessment is filed of record with respect to any of Borrower's assets by the United States Government, or any department, agency, or instrumentality thereof, or by any state, county, municipal, or governmental agency, and the same is not paid within ten days after Borrower receives notice thereof, provided that none of the foregoing shall constitute an Event of Default where such action or event is stayed or an adequate bond has been posted pending a good faith contest by Borrower (provided that no Credit Extensions will be made during such cure period);

8.5 Insolvency. If Borrower becomes insolvent, or if an Insolvency Proceeding is commenced by Borrower, or if an Insolvency Proceeding is commenced against Borrower and is not dismissed or stayed within 30 days (provided that no Credit Extensions will be made prior to the dismissal of such Insolvency Proceeding);

8.6 Other Agreements. If there is a default or other failure to perform in any agreement to which Borrower is a party with a third party or parties resulting in a right by such third party or parties, whether or not exercised, to accelerate the maturity of any Indebtedness in an amount in excess of \$100,000 or that would reasonably be expected to have a Material Adverse Effect;

8.7 Subordinated Debt. If Borrower makes any payment on account of Subordinated Debt, except to the extent the payment is allowed under any subordination agreement entered into with Bank;

8.8 Judgments. If a judgment or judgments for the payment of money in an amount, individually or in the aggregate, of at least \$100,000 shall be rendered against Borrower and shall remain unsatisfied and

unstayed for a period of 10 days (provided that no Credit Extensions will be made prior to the satisfaction or stay of the judgment); or

8.9 Misrepresentations. If any material misrepresentation or material misstatement exists now or hereafter in any warranty or representation set forth herein or in any certificate delivered to Bank by any Responsible Officer pursuant to this Agreement or to induce Bank to enter into this Agreement or any other Loan Document.

8.10 Change in Control. A Change in Control shall occur.

9. BANK'S RIGHTS AND REMEDIES.

9.1 Rights and Remedies. Upon the occurrence and during the continuance of an Event of Default, Bank may, at its election, without notice of its election and without demand, do any one or more of the following, all of which are authorized by Borrower:

(a) Declare all Obligations, whether evidenced by this Agreement, by any of the other Loan Documents, or otherwise, immediately due and payable (provided that upon the occurrence of an Event of Default described in Section 8.5 (insolvency), all Obligations shall become immediately due and payable without any action by Bank);

(b) Demand that Borrower (i) deposit cash with Bank in an amount equal to the amount of any Letters of Credit remaining undrawn, as collateral security for the repayment of any future drawings under such Letters of Credit, and (ii) pay in advance all letter of credit fees scheduled to be paid or payable over the remaining term of any letters of credit, and Borrower shall promptly deposit and pay such amounts;

(c) Cease advancing money or extending credit to or for the benefit of Borrower under this Agreement or under any other agreement between Borrower and Bank;

(d) Settle or adjust disputes and claims directly with account debtors for amounts, upon terms and in whatever order that Bank reasonably considers advisable;

(e) Make such payments and do such acts as Bank considers necessary or reasonable to protect its security interest in the Collateral. Borrower agrees to assemble the Collateral if Bank so requires, and to make the Collateral available to Bank as Bank may designate. Borrower authorizes Bank to enter the premises where the Collateral is located, to take and maintain possession of the Collateral, or any part of it, and to pay, purchase, contest, or compromise any encumbrance, charge, or lien which in Bank's determination appears to be prior or superior to its security interest and to pay all expenses incurred in connection therewith. With respect to any of Borrower's owned premises, Borrower hereby grants Bank a license to enter into possession of such premises and to occupy the same, without charge, in order to exercise any of Bank's rights or remedies provided herein, at law, in equity, or otherwise;

(f) Set off and apply to the Obligations any and all (i) balances and deposits of Borrower held by Bank, and (ii) indebtedness at any time owing to or for the credit or the account of Borrower held by Bank;

(g) Ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale, and sell (in the manner provided for herein) the Collateral. Bank is hereby granted a license or other right, solely pursuant to the provisions of this Section 9.1, to use, without charge, Borrower's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral and, in connection with Bank's exercise of its rights under this Section 9.1, Borrower's rights under all licenses and all franchise agreements shall inure to Bank's benefit;

(h) Sell the Collateral at either a public or private sale, or both, by way of one or more contracts or transactions, for cash or on terms, in such manner and at such places (including Borrower's premises) as



Bank determines is commercially reasonable, and apply any proceeds to the Obligations in whatever manner or order Bank deems appropriate. Bank may sell the Collateral without giving any warranties as to the Collateral. Bank may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. If Bank sells any of the Collateral upon credit, Borrower will be credited only with payments actually made by the purchaser, received by Bank, and applied to the indebtedness of the purchaser. If the purchaser fails to pay for the Collateral, Bank may resell the Collateral and Borrower shall be credited with the proceeds of the sale;

(i) Bank may credit bid and purchase at any public sale;

(j) Apply for the appointment of a receiver, trustee, liquidator or conservator of the Collateral, without notice and without regard to the adequacy of the security for the Obligations and without regard to the solvency of Borrower, any guarantor or any other Person liable for any of the Obligations; and

(k) Any deficiency that exists after disposition of the Collateral as provided above will be paid immediately by Borrower.

Bank may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

**9.2 Power of Attorney.** Effective only upon the occurrence and during the continuance of an Event of Default, Borrower hereby irrevocably appoints Bank (and any of Bank's designated officers, or employees) as Borrower's true and lawful attorney to: (a) send requests for verification of Accounts or notify account debtors of Bank's security interest in the Accounts; (b) endorse Borrower's name on any checks or other forms of payment or security that may come into Bank's possession; (c) sign Borrower's name on any invoice or bill of lading relating to any Account, drafts against account debtors, schedules and assignments of Accounts, verifications of Accounts, and notices to account debtors; (d) dispose of any Collateral; (e) make, settle, and adjust all claims under and decisions with respect to Borrower's policies of insurance; (f) settle and adjust disputes and claims respecting the accounts directly with account debtors, for amounts and upon terms which Bank determines to be reasonable; and (g) file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Borrower where permitted by law; provided Bank may exercise such power of attorney to sign the name of Borrower on any of the documents described in clause (g) above, regardless of whether an Event of Default has occurred. The appointment of Bank as Borrower's attorney in fact, and each and every one of Bank's rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully repaid and performed and Bank's obligation to provide advances hereunder is terminated.

**9.3 Accounts Collection.** At any time after the occurrence and during the continuation of an Event of Default, Bank may notify any Person owing funds to Borrower of Bank's security interest in such funds and verify the amount of such Account. Borrower shall collect all amounts owing to Borrower for Bank, receive in trust all payments as Bank's trustee, and immediately deliver such payments to Bank in their original form as received from the account debtor, with proper endorsements for deposit.

**9.4 Bank Expenses.** If Borrower fails to pay any amounts or furnish any required proof of payment due to third persons or entities, as required under the terms of this Agreement, then Bank may do any or all of the following after reasonable notice to Borrower: (a) make payment of the same or any part thereof; (b) set up such reserves under the Revolving Line as Bank deems necessary to protect Bank from the exposure created by such failure; or (c) obtain and maintain insurance policies of the type discussed in Section 6.5 of this Agreement, and take any action with respect to such policies as Bank deems prudent. Any amounts so paid or deposited by Bank shall constitute Bank Expenses, shall be immediately due and payable, and shall bear interest at the then applicable rate hereinabove provided, and shall be secured by the Collateral. Any payments made by Bank shall not constitute an agreement by Bank to make similar payments in the future or a waiver by Bank of any Event of Default under this Agreement.

**9.5 Bank's Liability for Collateral.** Bank has no obligation to clean up or otherwise prepare the Collateral for sale. All risk of loss, damage or destruction of the Collateral shall be borne by Borrower.

9.6 No Obligation to Pursue Others. Bank has no obligation to attempt to satisfy the Obligations by collecting them from any other person liable for them and Bank may release, modify or waive any collateral provided by any other Person to secure any of the Obligations, all without affecting Bank's rights against Borrower. Borrower waives any right it may have to require Bank to pursue any other Person for any of the Obligations.

9.7 Remedies Cumulative. Bank's rights and remedies under this Agreement, the Loan Documents, and all other agreements shall be cumulative. Bank shall have all other rights and remedies not inconsistent herewith as provided under the Code, by law, or in equity. No exercise by Bank of one right or remedy shall be deemed an election, and no waiver by Bank of any Event of Default on Borrower's part shall be deemed a continuing waiver. No delay by Bank shall constitute a waiver, election, or acquiescence by it. No waiver by Bank shall be effective unless made in a written document signed on behalf of Bank and then shall be effective only in the specific instance and for the specific purpose for which it was given. Borrower expressly agrees that this Section 9.7 may not be waived or modified by Bank by course of performance, conduct, estoppel or otherwise.

9.8 Demand; Protest. Except as otherwise provided in this Agreement, Borrower waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment and any other notices relating to the Obligations.

10. NOTICES.

Unless otherwise provided in this Agreement, all notices or demands by any party relating to this Agreement or any other agreement entered into in connection herewith shall be in writing and (except for financial statements and other informational documents which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by a recognized overnight delivery service, certified mail, postage prepaid, return receipt requested, or by telefacsimile to Borrower or to Bank, as the case may be, at its addresses set forth below:

If to Borrower: SupplyScape Corporation  
201 Broadway, Suite 201  
Cambridge, MA 02139  
Attn: Chief Financial Officer  
FAX: (617) 453-5761

If to Bank: Comerica Bank  
2321 Rosecrans Ave., Suite 5000  
El Segundo, CA 90245  
Attn: Manager  
FAX: (310) 297-2290

with a copy to: Comerica Bank  
100 Federal Street, 28th Floor  
Boston, MA 02110  
Attn: Chris Lloyd and Paula Howell  
FAX: (617) 757-6310

The parties hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other.

11. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Jurisdiction shall lie in the State of California. BANK AND BORROWER EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL

ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT, WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY BANK OR BORROWER, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THEM.

12. REFERENCE PROVISION.

The parties prefer that any dispute between them be resolved in litigation subject to a Jury Trial Waiver as set forth in Section 11 of this Agreement, but the availability of that process is in doubt because of the opinion of the California Court of Appeal in *Grafton Partners LP v. Superior Court*, 9 Cal.Rptr.3d 511. This Reference Provision will be applicable until the California Supreme Court completes its review of that case, and will continue to be applicable if either that court or a California Court of Appeal publishes a decision holding that a pre-dispute Jury Trial Waiver provision similar to that contained in the Loan Documents is invalid or unenforceable. Delay in requesting appointment of a referee pending review of any such decision, or participation in litigation pending review, will not be deemed a waiver of this Reference Provision.

12.1 Mechanics.

(a) Other than (i) nonjudicial foreclosure of security interests in real or personal property, (ii) the appointment of a receiver or (iii) the exercise of other provisional remedies (any of which may be initiated pursuant to applicable law), any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement or any other document, instrument or agreement between the Bank and the undersigned (collectively in this Section, the "Loan Documents"), will be resolved by a reference proceeding in California in accordance with the provisions of Section 638 *et seq.* of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in the Loan Documents, venue for the reference proceeding will be in the Superior Court or Federal District Court in the County or District where venue is otherwise appropriate under applicable law (the "Court").

(b) The referee shall be a retired Judge or Justice selected by mutual written agreement of the parties. If the parties do not agree, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an *ex parte* or expedited basis, and the parties agree that irreparable harm would result if *ex parte* relief is not granted. The referee shall be appointed to sit with all the powers provided by law. Each party shall have one peremptory challenge pursuant to CCP §170.6. Pending appointment of the referee, the Court has power to issue temporary or provisional remedies.

(c) The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested to (a) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (b) if practicable, try all issues of law or fact within ninety (90) days after the date of the conference and (c) report a statement of decision within twenty (20) days after the matter has been submitted for decision. Any decision rendered by the referee will be final, binding and conclusive, and judgment shall be entered pursuant to CCP §644.

(d) The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

12.2 Procedures. Except as expressly set forth in this Agreement, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

12.3 Application of Law. The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a trial, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision at the close of the reference proceeding which disposes of all claims of the parties that are the subject of the reference. The referee's decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court. The parties reserve the right to appeal from the final judgment or order or from any appealable decision or order entered by the referee. The parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

12.4 Repeal. If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or Justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

12.5 THE PARTIES RECOGNIZE AND AGREE THAT ALL DISPUTES RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY, AND THAT THEY ARE IN EFFECT WAIVING THEIR RIGHT TO TRIAL BY JURY IN AGREEING TO THIS REFERENCE PROVISION. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY AND FOR THEIR MUTUAL BENEFIT AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY DISPUTE BETWEEN THEM WHICH ARISES OUT OF OR IS RELATED TO THIS AGREEMENT OR THE LOAN DOCUMENTS.

### 13. GENERAL PROVISIONS.

13.1 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties and shall bind all persons who become bound as a debtor to this Agreement; provided, however, that neither this Agreement nor any rights hereunder may be assigned by Borrower without Bank's prior written consent, which consent may be granted or withheld in Bank's sole discretion. Bank shall have the right without the consent of or notice to Borrower to sell, transfer, negotiate, or grant participation in all or any part of, or any interest in, Bank's obligations, rights and benefits hereunder.

13.2 Indemnification. Borrower shall defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement; and (b) all losses or Bank Expenses in any way suffered, incurred, or paid by Bank, its officers, employees and agents as a result of or in any way arising out of, following, or consequential to transactions between Bank and Borrower whether under this Agreement, or otherwise (including without limitation reasonable attorneys fees and expenses), except for losses caused by Bank's gross negligence or willful misconduct.

13.3 Time of Essence. Time is of the essence for the performance of all obligations set forth in this

Agreement.

13.4 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

13.5 Amendments in Writing, Integration. All amendments to or terminations of this Agreement or the other Loan Documents must be in writing. All prior agreements, understandings, representations, warranties, and negotiations between the parties hereto with respect to the subject matter of this Agreement and the other Loan Documents, if any, are merged into this Agreement and the Loan Documents.

13.6 Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

13.7 Survival. All covenants, representations and warranties made in this Agreement shall continue in full force and effect so long as any Obligations remain outstanding or Bank has any obligation to make any Credit Extension to Borrower. The obligations of Borrower to indemnify Bank with respect to the expenses, damages, losses, costs and liabilities described in Section 13.2 shall survive until all applicable statute of limitations periods with respect to actions that may be brought against Bank have run.

13.8 Confidentiality. In handling any confidential information, Bank and all employees and agents of Bank shall exercise the same degree of care that Bank exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this Agreement except that disclosure of such information may be made (i) to the subsidiaries or Affiliates of Bank in connection with their present or prospective business relations with Borrower, (ii) to prospective transferees or purchasers of any interest in the Loans, provided that they have entered into a comparable confidentiality agreement in favor of Borrower and have delivered a copy to Borrower, (iii) as required by law, regulations, rule or order, subpoena, judicial order or similar order, (iv) as may be required in connection with the examination, audit or similar investigation of Bank and (v) as Bank may determine in connection with the enforcement of any remedies hereunder. Confidential information hereunder shall not include information that either: (a) is in the public domain or in the knowledge or possession of Bank when disclosed to Bank, or becomes part of the public domain after disclosure to Bank through no fault of Bank; or (b) is disclosed to Bank by a third party, provided Bank does not have actual knowledge that such third party is prohibited from disclosing such information.

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

SUPPLYSCAPE CORPORATION

By: Mart M. Gae

Title: Controller

COMERICA BANK

By: Pauline Howell

Title: SVP

EXHIBIT A

DEFINITIONS

"Accounts" means all presently existing and hereafter arising accounts, contract rights, payment intangibles and all other forms of obligations owing to Borrower arising out of the sale or lease of goods (including, without limitation, the licensing of software and other technology) or the rendering of services by Borrower and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Borrower and Borrower's Books relating to any of the foregoing.

"Affiliate" means, with respect to any Person, any Person that owns or controls directly or indirectly such Person, any Person that controls or is controlled by or is under common control with such Person, and each of such Person's senior executive officers, directors, and partners.

"Bank Expenses" means all reasonable costs or expenses (including reasonable attorneys' fees and expenses, whether generated in-house or by outside counsel) incurred in connection with the preparation, negotiation, administration, and enforcement of the Loan Documents; reasonable Collateral audit fees; and Bank's reasonable attorneys' fees and expenses (whether generated in-house or by outside counsel) incurred in amending, enforcing or defending the Loan Documents (including fees and expenses of appeal), incurred before, during and after an Insolvency Proceeding, whether or not suit is brought.

"Borrower State" means Delaware, the state under whose laws Borrower is organized.

"Borrower's Books" means all of Borrower's books and records including: ledgers; records concerning Borrower's assets or liabilities, the Collateral, business operations or financial condition; and all computer programs, or tape files, and the equipment, containing such information.

"Business Day" means any day that is not a Saturday, Sunday, or other day on which banks in the State of California are authorized or required to close.

"Cash" means unrestricted cash and cash equivalents.

"Change in Control" shall mean a transaction in which any "person" or "group" (within the meaning of Section 13(d) and 14(d)(2) of the Securities Exchange Act of 1934) becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934), directly or indirectly, of a sufficient number of shares of all classes of stock then outstanding of Borrower ordinarily entitled to vote in the election of directors, empowering such "person" or "group" to elect a majority of the Board of Directors of Borrower, who did not have such power before such transaction.

"Chief Executive Office State" means Massachusetts, where Borrower's chief executive office is located.

"Closing Date" means the date of this Agreement.

"Code" means the California Uniform Commercial Code as amended or supplemented from time to time.

"Collateral" means the property described on Exhibit B attached hereto and all Negotiable Collateral to the extent not described on Exhibit B, except to the extent (i) any such property is nonassignable by its terms without the consent of another party thereto (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406 and 9408 of the Code), or (ii) the granting of a security interest therein is contrary to applicable law, provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Collateral.

"Collateral State" means the state or states where the Collateral is located, which is Massachusetts.

**“Contingent Obligation”** means, as applied to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to (i) any indebtedness, lease, dividend, letter of credit or other obligation of another, including, without limitation, any such obligation directly or indirectly guaranteed, endorsed, co-made or discounted or sold with recourse by that Person, or in respect of which that Person is otherwise directly or indirectly liable; (ii) any obligations with respect to undrawn letters of credit, corporate credit cards or merchant services issued for the account of that Person; and (iii) all obligations arising under any interest rate, currency or commodity swap agreement, interest rate cap agreement, interest rate collar agreement, or other agreement or arrangement designated to protect a Person against fluctuation in interest rates, currency exchange rates or commodity prices; provided, however, that the term **“Contingent Obligation”** shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determined amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith; provided, however, that such amount shall not in any event exceed the maximum amount of the obligations under the guarantee or other support arrangement.

**“Copyrights”** means any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held.

**“Credit Extension”** means each Term Advance, use of Credit Card Services and any other extension of credit by Bank to or for the benefit of Borrower hereunder.

**“Environmental Laws”** means all laws, rules, regulations, orders and the like issued by any federal state, local foreign or other governmental or quasi-governmental authority or any agency pertaining to the environment or to any hazardous materials or wastes, toxic substances, flammable, explosive or radioactive materials, asbestos or other similar materials.

**“Equipment”** means all present and future machinery, equipment, tenant improvements, furniture, fixtures, vehicles, tools, parts and attachments in which Borrower has any interest.

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended, and the regulations thereunder.

**“Event of Default”** has the meaning assigned in Article 8.

**“GAAP”** means generally accepted accounting principles, consistently applied, as in effect from time to time.

**“Indebtedness”** means (a) all indebtedness for borrowed money or the deferred purchase price of property or services, including without limitation reimbursement and other obligations with respect to surety bonds and letters of credit, (b) all obligations evidenced by notes, bonds, debentures or similar instruments, (c) all capital lease obligations, (d) all Contingent Obligations, and (e) all obligations arising with respect to the Credit Card Services, if any.

**“Insolvency Proceeding”** means any proceeding commenced by or against any Person or entity under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, including assignments for the benefit of creditors, formal or informal moratoria, compositions, extension generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

**“Intellectual Property”** means all of Borrower’s right, title, and interest in and to the following:

- (a) Copyrights, Trademarks and Patents;
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;



- (c) Any and all design rights which may be available to Borrower now or hereafter existing, created, acquired or held;
- (d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

"Inventory" means all present and future inventory in which Borrower has any interest.

"Investment" means any beneficial ownership of (including stock, partnership or limited liability company interest or other securities) any Person, or any loan, advance or capital contribution to any Person.

"IRC" means the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

"Lien" means any mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance.

"Loan Documents" means, collectively, this Agreement, any note or notes executed by Borrower, and any other document, instrument or agreement entered into in connection with this Agreement, all as amended or extended from time to time.

"Material Adverse Effect" means a material adverse effect on (i) the business operations, condition (financial or otherwise) or prospects of Borrower and its Subsidiaries taken as a whole, (ii) the ability of Borrower to repay the Obligations or otherwise perform its obligations under the Loan Documents, (iii) Borrower's interest in, or the value, perfection or priority of Bank's security interest in the Collateral.

"Negotiable Collateral" means all of Borrower's present and future letters of credit of which it is a beneficiary, drafts, instruments (including promissory notes), securities, documents of title, and chattel paper, and Borrower's Books relating to any of the foregoing.

"Obligations" means all debt, principal, interest, Bank Expenses and other amounts owed to Bank by Borrower pursuant to this Agreement or any other agreement, whether absolute or contingent, due or to become due, now existing or hereafter arising, including any interest that accrues after the commencement of an Insolvency Proceeding and including any debt, liability, or obligation owing from Borrower to others that Bank may have obtained by assignment or otherwise.

"Patents" means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

"Periodic Payments" means all installments or similar recurring payments that Borrower may now or hereafter become obligated to pay to Bank pursuant to the terms and provisions of any instrument, or agreement now or hereafter in existence between Borrower and Bank.

"Permitted Indebtedness" means:

- (a) Indebtedness of Borrower in favor of Bank arising under this Agreement or any other Loan Document;
- (b) Indebtedness existing on the Closing Date and disclosed in the Schedule;

- (c) Indebtedness not to exceed \$150,000 in the aggregate in any fiscal year of Borrower secured by a lien described in clause (c) of the defined term "Permitted Liens," provided such Indebtedness does not exceed the lesser of the cost or fair market value of the equipment financed with such Indebtedness;
- (d) Subordinated Debt;
- (e) Indebtedness to trade creditors incurred in the ordinary course of business; and
- (f) Extensions, refinancings and renewals of any items of Permitted Indebtedness, provided that the principal amount is not increased or the terms modified to impose more burdensome terms upon Borrower or its Subsidiary, as the case may be.

"Permitted Investment" means:

- (a) Investments existing on the Closing Date disclosed in the Schedule;
- (b) (i) Marketable direct obligations issued or unconditionally guaranteed by the United States of America or any agency or any State thereof maturing within one year from the date of acquisition thereof, (ii) commercial paper maturing no more than one year from the date of creation thereof and currently having rating of at least A-2 or P-2 from either Standard & Poor's Corporation or Moody's Investors Service, (iii) Bank's certificates of deposit maturing no more than one year from the date of investment therein, and (iv) Bank's money market accounts;
- (c) Investments accepted in connection with Permitted Transfers;
- (d) Investments of Subsidiaries in or to other Subsidiaries or Borrower and Investments by Borrower in Subsidiaries not to exceed \$50,000 in the aggregate in any fiscal year;
- (e) Investments not to exceed \$50,000 in the aggregate in any fiscal year consisting of (i) travel advances and employee relocation loans and other employee loans and advances in the ordinary course of business, and (ii) loans to employees, officers or directors relating to the purchase of equity securities of Borrower or its Subsidiaries pursuant to employee stock purchase plan agreements approved by Borrower's Board of Directors;
- (f) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of Borrower's business; and
- (g) Investments consisting of notes receivable of, or prepaid royalties and other credit extensions, to customers and suppliers who are not Affiliates, in the ordinary course of business, provided that this subparagraph (h) shall not apply to Investments of Borrower in any Subsidiary.

"Permitted Liens" means the following:

- (a) Any Liens existing on the Closing Date and disclosed in the Schedule (excluding Liens to be satisfied with the proceeds of the Term Advances) or arising under this Agreement or the other Loan Documents;
- (b) Liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings and for which Borrower maintains adequate reserves, provided the same have no priority over any of Bank's security interests;
- (c) Liens not to exceed \$150,000 in the aggregate (i) upon or in any Equipment (other than Equipment financed by an Term Advance) acquired or held by Borrower or any of its Subsidiaries to secure the purchase price of such Equipment or indebtedness incurred solely for the purpose of financing the acquisition or lease of such Equipment, or (ii) existing on such Equipment at the time of its acquisition,

provided that the Lien is confined solely to the property so acquired and improvements thereon, and the proceeds of such Equipment;

- (d) Liens incurred in connection with the extension, renewal or refinancing of the indebtedness secured by Liens of the type described in clauses (a) and (c) above, provided that any extension, renewal or replacement Lien shall be limited to the property encumbered by the existing Lien and the principal amount of the indebtedness being extended, renewed or refinanced does not increase; and
- (e) Liens arising from judgments, decrees or attachments in circumstances not constituting an Event of Default under Sections 8.4 (attachment) or 8.8 (judgments).

“Permitted Transfer” means the conveyance, sale, lease, transfer or disposition by Borrower or any Subsidiary of:

- (a) Inventory in the ordinary course of business;
- (b) non-exclusive licenses and similar arrangements for the use of the property of Borrower or its Subsidiaries in the ordinary course of business;
- (c) worn-out or obsolete Equipment not financed with the proceeds of Term Advances; or
- (d) other assets of Borrower or its Subsidiaries that do not in the aggregate exceed \$50,000 during any fiscal year.

“Person” means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or governmental agency.

“Prime Rate” means the variable rate of interest, per annum, most recently announced by Bank, as its “prime rate,” whether or not such announced rate is the lowest rate available from Bank.

“Responsible Officer” means each of the Chief Executive Officer, the Chief Operating Officer, the Chief Financial Officer and the Controller of Borrower.

“Schedule” means the schedule of exceptions attached hereto and approved by Bank, if any.

“SOS Reports” means the official reports from the Secretaries of State of each Collateral State, Chief Executive Office State and the Borrower State and other applicable federal, state or local government offices identifying all current security interests filed in the Collateral and Liens of record as of the date of such report.

“Subordinated Debt” means any debt incurred by Borrower that is subordinated in writing to the debt owing by Borrower to Bank on terms reasonably acceptable to Bank (and identified as being such by Borrower and Bank).

“Subsidiary” means any corporation, partnership or limited liability company or joint venture in which (i) any general partnership interest or (ii) more than 50% of the stock, limited liability company interest or joint venture of which by the terms thereof ordinary voting power to elect the Board of Directors, managers or trustees of the entity, at the time as of which any determination is being made, is owned by Borrower, either directly or through an Affiliate.

“Term Advance(s)” means a cash advance or cash advances under the Term Line.

“Term Availability End Date” means July 1, 2006.

“Term Line” means a Credit Extension of up to Five Hundred Thousand Dollars (\$500,000).

“Term Maturity Date” means July 1, 2008.

“Trademarks” means any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks.

## EXHIBIT B

## COLLATERAL DESCRIPTION ATTACHMENT TO LOAN AND SECURITY AGREEMENT

All personal property of Borrower (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

- (a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;
- (b) all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;
- (c) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;
- (d) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and
- (e) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions, added by Stats. 1999, c.991 (S.B. 45), Section 35, operative July 1, 2001.

Notwithstanding the foregoing, the Collateral shall not include any copyrights, patents, trademarks, servicemarks and applications therefor, now owned or hereafter acquired, or any claims for damages by way of any past, present and future infringement of any of the foregoing (collectively, the "Intellectual Property"); provided, however, that the Collateral shall include all accounts and general intangibles that consist of rights to payment and proceeds from the sale, licensing or disposition of all or any part, or rights in, the foregoing (the "Rights to Payment"). Notwithstanding the foregoing, if a judicial authority (including a U.S. Bankruptcy Court) holds that a security interest in the underlying Intellectual Property is necessary to have a security interest in the Rights to Payment, then the Collateral shall automatically, and effective as of the Closing Date, include the Intellectual Property to the extent necessary to permit perfection of Bank's security interest in the Rights to Payment.



**EXHIBIT D  
COMPLIANCE CERTIFICATE**

TO: COMERICA BANK  
FROM: SUPPLYSCAPE CORPORATION

The undersigned authorized officer of SupplyScape Corporation hereby certifies that in accordance with the terms and conditions of the Loan and Security Agreement between Borrower and Bank (the "Agreement"), (i) Borrower is in complete compliance for the period ending \_\_\_\_\_ with all required covenants except as noted below and (ii) all representations and warranties of Borrower stated in the Agreement are true and correct as of the date hereof. Attached herewith are the required documents supporting the above certification. The Officer further certifies that these are prepared in accordance with Generally Accepted Accounting Principles (GAAP) and are consistently applied from one period to the next except as explained in an accompanying letter or footnotes.

Please indicate compliance status by circling Yes/No under "Complies" column.

<u>Reporting Covenant</u>	<u>Required</u>	<u>Complies</u>	
Monthly financial statements	Monthly within 30 days	Yes	No
Annual (CPA Audited)	FYE within 120 days	Yes	No
10K and 10Q	(as applicable)	Yes	No
Board-Approved Budget and Projections	FYE (June 30)	Yes	No
Total amount of Borrower's cash and investments	Amount: \$ _____	n/a	n/a
Total amount of Borrower's cash and investments maintained with Bank*	Amount: \$ _____	Yes	No

\*100% at Comerica, but up to \$300,000 may be on deposit with Silicon Valley Bank for 30 days after closing.

Comments Regarding Exceptions: See Attached.

Sincerely,

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

<b>BANK USE ONLY</b>	
Received by: _____	AUTHORIZED SIGNER
Date: _____	
Verified: _____	AUTHORIZED SIGNER
Date: _____	
Compliance Status	Yes      No

SCHEDULE OF EXCEPTIONS

Permitted Indebtedness (Exhibit A)

None.

Permitted Investments (Exhibit A)

None.

Permitted Liens (Exhibit A)

None.

Prior Names (Section 5.5)

None.

Litigation (Section 5.6)

None.

Inbound Licenses (Section 5.12)

None.



FIRST AMENDMENT TO  
LOAN AND SECURITY AGREEMENT

This First Amendment to Loan and Security Agreement is entered into as of December 8, 2006 (the "Amendment"), by and between COMERICA BANK ("Bank") and SUPPLYSCAPE CORPORATION, a Delaware corporation ("Borrower").

RECITALS

Borrower and Bank are parties to that certain Loan and Security Agreement dated as of July 27, 2005, as amended from time to time (the "Agreement"). The parties desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. Exhibit A of the Agreement is hereby amended to add or amend the following defined terms to read as follows:

"Credit Extension" means each Term Advance, Equipment Advance, use of Credit Card Services and any other extension of credit by Bank for the benefit of a Borrower hereunder.

"Equipment Advance" has the meaning set forth in Section 2.1(d).

"Equipment Line" means a Credit Extension of up to One Million Two Hundred Fifty Thousand Dollars (\$1,250,000).

"Equipment Maturity Date" means December 1, 2009.

"New Bookings" means for any period, the aggregate value of all payments owing under each new software license, maintenance or service agreement executed by Borrower and one or more of its customers that has its initial effective date occurring during such period where: (a) the customer is not an officer, employee, agent or Affiliate of Borrower, and is not insolvent or subject to any Insolvency Proceeding, (b) the agreement is entered into in the ordinary course of business on Borrower's standard terms and conditions consistent with past practice, and (c) in each case, the initial payment under such agreement is a bona fide existing obligation of the customer and subject to only those contingencies consistent with Borrower's standard terms and conditions consistent with past practice.

2. Exhibit A to the Agreement is further amended by replacing item (c) to the definition of "Permitted Transfer" with the following:

(c) worn-out or obsolete Equipment not financed with the proceeds of Term Advances, Equipment Advances, or any other Credit Extensions;

3. Section 2.1(b)(ii) of the Agreement is hereby amended by deleting the words "and all other amounts owing under this Agreement" in the third sentence of such section.

4. Section 2.1(c) of the Agreement is hereby amended by: (a) extending the "Credit Card Maturity Date" through August 1, 2007, and (b) replacing each reference to "\$15,000" with "\$40,000".

5. The Agreement is hereby amended by inserting a new Section 2.1(d) of the Agreement to read as follows:

(d) Equipment Advances.

(i) Subject to and upon the terms and conditions of this Agreement, at any time from December 8, 2006 through December 7, 2007, Bank agrees to make advances (each an "Equipment Advance" and, collectively, the "Equipment Advances") to Borrower in an aggregate amount not to exceed the Equipment Line. Each Equipment Advance shall not exceed one hundred percent (100%) of the invoice amount of equipment and software approved by Bank from time to time (which Borrower shall, in any case, have purchased within 90 days of the date of the corresponding Equipment Advance), excluding taxes, insurance, shipping, warranty charges, freight discounts and installation expense. Notwithstanding any of the foregoing, (A) no more than \$400,000 of the Equipment Line may be used to finance software and (B) in the initial Equipment Advance, which Borrower shall request on, or as soon as practicable after, December 8, 2006, Bank will finance Equipment and software purchased by Borrower on or after June 8, 2006.

(ii) Interest shall accrue from the date of each Equipment Advance at the rate specified in Section 2.3, and shall be payable monthly on the first day of each month so long as any Equipment Advances are outstanding. Any Equipment Advances that are outstanding on June 8, 2007, shall be payable in thirty (30) equal monthly installments of principal, plus all accrued interest, beginning on July 1, 2007, and continuing on the same day of each month thereafter until paid in full. Any Equipment Advances that are outstanding on December 8, 2007 (which have not already begun amortizing), shall be payable in twenty-four (24) equal monthly installments of principal, plus all accrued interest, beginning on January 1, 2008, and continuing on the same day of each month thereafter through the Equipment Maturity Date, at which time all amounts owing under this Section 2.1(d) and any other amounts owing under this Agreement shall be immediately due and payable. Equipment Advances, once repaid, may not be reborrowed. Borrower may prepay the Equipment Advances without penalty or premium.

(iii) When Borrower desires to obtain an Equipment Advance, Borrower shall notify Bank (which notice shall be irrevocable) by facsimile transmission to be received no later than 3:00 p.m. Eastern time three (3) Business Days before the day on which the Equipment Advance is to be made. Such notice shall be substantially in the form of Exhibit C. The notice shall be signed by a Responsible Officer or its designee and include a copy of the invoice and proof of payment of such invoice for any Equipment to be financed.

6. Section 2.3(a) of the Agreement is hereby amended in its entirety to read as follows:

(a) Interest Rates.

(i) Term Advances. Except as set forth in Section 2.3(b), the Term Advances shall bear interest, on the outstanding daily balance thereof, at a per annum rate equal to one percent (1.0%) above the Prime Rate in effect from time to time.

(ii) Equipment Advances. Except as provided in Section 2.3(b), the Equipment Advances shall bear interest, on the outstanding daily balance thereof, at a per annum rate equal to one percent (1.0%) above the Prime Rate in effect from time to time.

7. The Agreement is amended by inserting a new Section 6.11 to read as follows:

6.11 Financial Covenant. Borrower shall at all times maintain the following financial ratio and covenant:

(a) Minimum New Bookings. As of the last day of each Measurement Period set forth in the table below, Borrower shall have obtained New Bookings on a consolidated basis during such Measurement Period, equal to or greater than the Minimum Amount set forth in the table for such period:

<u>Measurement Period</u>	<u>Minimum Amount</u>
One Quarter Ending 9/30/06	\$1,000,000
Two Quarters Ending 12/31/06	\$2,400,000
Three Quarters Ending 3/31/07	\$4,200,000
Four Quarters Ending 6/30/2007	\$6,400,000
Subsequent Periods	To be set by Bank based on Borrower's annual projections and budget delivered pursuant to Section 6.2 hereof, which shall be satisfactory to Bank.

8. Section 10 of the Agreement is hereby amended by replacing the addresses for notices with the following:

If to Borrower: SUPPLYSCAPE CORPORATION  
500 Unicorn Drive, Suite 102  
Woburn, MA 01801  
Attn: Chief Financial Officer  
Fax: (781) 376-9820

If to Bank: COMERICA BANK  
75 East Trimble Road  
Mail Code 4770  
San Jose, California 95131  
Fax: (408) 556-5091

with a copy to: COMERICA BANK  
100 Federal Street, 28th Floor  
Boston, MA 02110  
Attn: Chris Lloyd and Paula Howell  
FAX: (617) 757-6351

9. Section 11 of the Agreement is hereby amended in its entirety and replaced with the following:

11. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Each of Borrower and Bank hereby submits to the exclusive jurisdiction of the state and Federal courts located in the County of Santa Clara, State of California. EACH OF BORROWER AND BANK ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH OF BORROWER AND BANK, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT BETWEEN THE UNDERSIGNED PARTIES.

10. The Agreement is hereby amended by inserting a new Section 12 that reads as follows:

12. JUDICIAL REFERENCE PROVISION. In the event the Jury Trial Waiver set forth in Section 11 of this Agreement is not enforceable, the parties elect to proceed under this Judicial Reference Provision.

12.1 With the exception of the items specified in Section 12.2 below, any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement or any other document, instrument or agreement between the undersigned parties (collectively in this Section, the "Comerica Documents"), will be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in the Comerica Documents, venue for the reference proceeding will be in the state or federal court in the county or district where the real property involved in the action, if any, is located or in the state or federal court in the county or district where venue is otherwise appropriate under applicable law (the "Court").

12.2 The matters that shall not be subject to a reference proceeding are the following: (i) nonjudicial foreclosure of any security interests in real or personal property, (ii) exercise of self-help remedies (including, without limitation, set-off), (iii) appointment of a receiver and (iv) temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions). This reference provision does not limit the right of any party to exercise or oppose any of the rights and remedies described in clauses (i) and (ii) or to seek or oppose from a court of competent jurisdiction any of the items described in clauses (iii) and (iv). The exercise of, or opposition to, any of those items does not waive the right of any party to a reference proceeding pursuant to this reference provision as provided herein.

12.3 The referee shall be a retired judge or justice selected by mutual written agreement of the parties. If the parties do not agree within ten (10) days of a written request to do so by any party, then, upon request of any party, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted. Pursuant to CCP § 170.6, each party shall have one preemptory challenge to the referee selected by the Presiding Judge of the Court (or his or her representative).

12.4 The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (ii) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (iii) report a statement of decision within twenty (20) days after the matter has been submitted for decision.

12.5 The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

12.6 Except as expressly set forth herein, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

12.7 The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a court proceeding, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision at the close of the reference proceeding which disposes of all claims of the parties that are the subject of the reference. Pursuant to CCP § 644, such decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court and any such decision will be final, binding and conclusive. The parties reserve the right to appeal from the final judgment or order or from any appealable decision or order entered by the referee. The parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

12.8 If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

**12.9 THE PARTIES RECOGNIZE AND AGREE THAT ALL CONTROVERSIES, DISPUTES AND CLAIMS RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, AGREES THAT THIS REFERENCE**

PROVISION WILL APPLY TO ANY CONTROVERSY, DISPUTE OR CLAIM BETWEEN OR AMONG THEM ARISING OUT OF OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE OTHER COMERICA DOCUMENTS.

11. Exhibit D to the Agreement is hereby amended and replaced by Exhibit D attached hereto.

12. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Borrower ratifies and reaffirms the continuing effectiveness of all promissory notes, guaranties, security agreements, mortgages, deeds of trust, environmental agreements, and all other instruments, documents and agreements entered into in connection with the Agreement.

13. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

14. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:

- (a) this Amendment, duly executed by Borrower;
- (b) Corporate Resolutions and Incumbency Certification;
- (c) A stockholder consent required pursuant to Section A.5 of Borrower's Fourth Amended and Restated Certificate of Incorporation;
- (d) a nonrefundable amendment fee equal to \$5,000 plus an amount equal to all Bank Expenses incurred through the date of this Amendment; and
- (e) such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

SUPPLYSCAPE CORPORATION

By: Gary Vitichik  
Title: JCO

COMERICA BANK

By: Paula Howell  
Title: SVP

**EXHIBIT D**  
**COMPLIANCE CERTIFICATE**

TO: COMERICA BANK  
FROM: SUPPLYSCAPE CORPORATION

The undersigned authorized officer of SupplyScape Corporation hereby certifies that in accordance with the terms and conditions of the Loan and Security Agreement between Borrower and Bank (the "Agreement"), (i) Borrower is in complete compliance for the period ending \_\_\_\_\_ with all required covenants except as noted below and (ii) all representations and warranties of Borrower stated in the Agreement are true and correct as of the date hereof. Attached herewith are the required documents supporting the above certification. The Officer further certifies that these are prepared in accordance with Generally Accepted Accounting Principles (GAAP) and are consistently applied from one period to the next except as explained in an accompanying letter or footnotes.

Please indicate compliance status by circling Yes/No under "Complies" column.

<u>Reporting Covenant</u>	<u>Required</u>	<u>Complies</u>	
Monthly financial statements	Monthly within 30 days	Yes	No
Annual (CPA Audited) 10K and 10Q	FYE within 120 days (as applicable)	Yes	No
Board-Approved Budget and Projections	FYE (June 30)	Yes	No
Total amount of Borrower's cash and investments	Amount: \$ _____	n/a	n/a
Total amount of Borrower's cash and investments maintained with Bank*	Amount: \$ _____	Yes	No

<u>Financial Covenants</u>	<u>Required</u>	<u>Actual</u>	<u>Complies</u>	
Measured on a Quarterly Basis: Minimum New Bookings	\$ _____ **	\$ _____	Yes	No

\* 100% required at Comerica Bank

\*\* See Section 6.11(a)

Comments Regarding Exceptions: See Attached.

Sincerely,

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

<b>BANK USE ONLY</b>	
Received by: _____	AUTHORIZED SIGNER
Date: _____	
Verified: _____	AUTHORIZED SIGNER
Date: _____	
Compliance Status	Yes      No



SECOND AMENDMENT TO  
LOAN AND SECURITY AGREEMENT

This Second Amendment to Loan and Security Agreement is entered into as of December 20, 2007 (this "Amendment"), by and between COMERICA BANK ("Bank") and SUPPLYSCAPE CORPORATION, a Delaware corporation ("Borrower").

RECITALS

Borrower and Bank are parties to that certain Loan and Security Agreement dated as of July 27, 2005, as amended by that certain First Amendment to Loan and Security Agreement dated as of December 8, 2006 (as amended from time to time, the "Agreement"). The parties desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. Exhibit A of the Agreement is hereby amended to add or amend the following defined terms to read as follows:

"Accounts" means all presently existing and hereafter arising accounts, contract rights, payment intangibles and all other forms of obligations owing to Borrower or any of its Subsidiaries arising out of the sale or lease of goods, the licensing, sale or other transfer of any Intellectual Property of Borrower or any of its Subsidiaries, or the rendering of services of any kind by Borrower or any of its Subsidiaries, whether or not earned by performance, and including, without limitation, all accounts, contract rights and payment intangibles of Borrower under or in respect of term license agreements and subscription license agreements, and also including all accounts, payment intangibles and other forms of obligations owing to Borrower or any of its Subsidiaries under any and all credit insurance, guaranties, and other security therefor, and all Credit Party Books relating to any of the foregoing.

"Advance" or "Advances" means a cash advance or cash advances under the Revolving Line.

"Applicable Advance Rate" means, as of any date of determination:

- (a) with respect to Eligible Subscription Contract Accounts due and payable to Borrower within one year of such date, fifty percent (50%);
- (b) with respect to Eligible Subscription Contract Accounts due and payable to Borrower within two years of such date (excluding Eligible Subscription Contract Accounts due and payable to Borrower within one year), twenty-five percent (25%); and
- (c) with respect to Eligible Subscription Contract Accounts due and payable to Borrower within three years of such date (excluding Eligible Subscription Contract Accounts due and payable to Borrower within one or two years), fifteen percent (15%);

provided, however, that the Applicable Advance Rate with respect to the Eligible Subscription Contract Accounts shall be such other percentage as shall from time to time be established by Bank, in the exercise of its good faith business judgment and in accordance with its customary banking practices, on the basis of information

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regarding Eligible Accounts obtained by Bank in connection with any of Bank's working capital or other similar audits conducted in accordance with Section 6.2(d) at any time prior to or after the Closing Date, which information shows an adverse change in the Eligible Accounts.

"Borrowing Base" means, at any particular time of determination, an amount equal to the lesser of (a) \$3,000,000 or (b) the sum of (i) 80% of Eligible Accounts Receivable, plus (ii) the product of (x) the Applicable Advance Rate then in effect for Eligible Subscription Contract Accounts, times (y) all of the Eligible Subscription Contract Accounts at such time. The Eligible Accounts Receivable, the Eligible Subscription Contract Accounts and the Borrowing Base as at any time of determination shall be determined by Bank (A) from the information set forth in the most recent Borrowing Base Certificate delivered by Borrower to Bank, or (B) as the case may be, from other information then available to Bank from working capital or other similar audits conducted by or on behalf of Bank or otherwise, if and to the extent that Bank shall determine that such other information is more accurate, correct or (as the case may be) consistent with the terms and conditions of this Agreement relating to the determination and calculation of Accounts, Eligible Accounts Receivable, Eligible Subscription Contract Accounts, and the Borrowing Base.

"Borrowing Base Certificate" means a Borrowing Base Certificate, in or substantially in the form of Exhibit E or otherwise in a form satisfactory to Bank, to be duly executed by a Responsible Officer of Borrower.

"Cash Burn" means, for any period of determination, an amount equal to the prior period's ending Cash, minus the current period's ending Cash, minus the amount of any increases to Cash as a result of borrowings (other than financed capital leases), and minus the amount of any increases to Cash attributable to proceeds from paid-in-capital or the sale or issuance of equity interests or the exercise of stock options, warrants or the like; provided that the amount of any principal repayments of (a) existing Indebtedness to Bank, and (b) Subordinated Debt, to the extent permitted hereunder and under the terms of the applicable subordination agreement, shall not be deducted for purposes of calculating Cash Burn.

"Credit Card Services Sublimit" means a sublimit for corporate credit cards and e-commerce or merchant account services under the Revolving Line not to exceed \$100,000 minus any amounts outstanding under the Letter of Credit Sublimit.

"Credit Extension" means each Advance, Term Advance, Equipment Advance, or any other extension of credit by Bank to or for the benefit of Borrower hereunder.

"Credit Party Books" means, in relation to Borrower or any of its Subsidiaries, all of such Person's books and records, including all ledgers; records concerning its assets or liabilities, the Collateral, business operations or financial condition; and all computer programs, or tape files, and the equipment, containing such information.

"Eligible Accounts" means, collectively, Eligible Accounts Receivable and Eligible Subscription Contract Accounts; and "Eligible Account" means any Eligible Account Receivable or Eligible Subscription Contract Account.

"Eligible Accounts Receivable" means Accounts that arise in the ordinary course of Borrower's business that are payable to Borrower in U.S. dollars and that comply with all of Borrower's representations and warranties to Bank set forth in Section 5.3; provided, that all of such Accounts shall be determined on a basis that is net of all

discounts; and provided that Bank may change the standards of eligibility by giving Borrower thirty (30) days prior written notice of such change, which changes shall be made in Bank's good faith business judgment and in accordance with its customary banking practices, on the basis of information regarding Accounts obtained by Bank in connection with any of Bank's working capital or other similar audits conducted in accordance with Section 6.2(d) at any time prior to or after the Closing Date, which information shows an adverse change in the Eligible Accounts. Unless otherwise agreed to by Bank, Eligible Accounts Receivable shall not include the following:

(a) Accounts for which invoices for payment have not been duly and properly delivered to the account debtor, all in accordance with Borrower's usual and customary practices;

(b) Accounts that the account debtor has failed to pay in full within 90 days of the invoice date;

(c) Credit balances over 90 days;

(d) Accounts with respect to any account debtor, including all Subsidiaries and Affiliates, twenty-five percent (25%) of whose Accounts, of all types, the account debtor has failed to pay within ninety (90) days of the invoice date;

(e) Accounts with respect to any account debtor, including all Subsidiaries and Affiliates, whose total obligations to Borrower exceed twenty-five (25%) of all Accounts, to the extent all of such obligations to Borrower exceed the aforementioned percentage, except as otherwise approved in writing by Bank;

(f) Accounts with respect to which (i) the account debtor disputes liability or makes any claim with respect thereto as to which Bank believes, in its sole discretion, that there may be a basis for dispute (but only to the extent of the amount subject to such dispute or claims), or (ii) the account debtor is subject to any Insolvency Proceeding or becomes insolvent, or goes out of business;

(g) Accounts with respect to which Borrower is liable to the account debtor for goods sold or services rendered by the account debtor to Borrower, but only to the extent of any amounts owing to the account debtor against amounts owed to Borrower;

(h) Accounts with respect to which the account debtor does not have its principal place of business in the United States, except for Eligible Foreign Accounts;

(i) Accounts with respect to which the account debtor is the United States or any department, agency, or instrumentality of the United States;

(j) Accounts with respect to which the account debtor is a director, officer, agent, employee or Affiliate of Borrower;

(k) Accounts that are subject to any material terms by reason of which the payment by the account debtor may be conditional;

(l) Accounts that have not yet been billed to the account debtor or that relate to deposits (such as good faith deposits) or other property of the account debtor held by Borrower or any Affiliate of Borrower for the performance of services or delivery of goods which Borrower has not yet performed or delivered;

- (m) Accounts the collection of which Bank determines, after inquiry and consultation with Borrower, to be doubtful;
- (n) Accounts that constitute Eligible Subscription Contract Accounts;
- (o) Retentions and hold-backs;
- (p) Accounts that are payable to Borrower in any currency other than U.S. dollars; and
- (q) Accounts over or with respect to which Bank does not have a perfected first-priority security interest.

"Eligible Foreign Accounts" means Accounts with respect to which the account debtor does not have its principal place of business in the United States and that are (i) supported by one or more letters of credit in an amount and of a tenor, and issued by a financial institution, acceptable to Bank, (ii) specified on the list of qualified foreign account debtors on Exhibit F hereto (as amended or supplemented from time to time), or (iii) otherwise approved by Bank on a case-by-case basis from time to time during the term of this Agreement. All Eligible Foreign Accounts must be calculated in U.S. Dollars.

"Eligible Subscription Contract Accounts" means Accounts that arise in the ordinary course of business of Borrower that are payable to Borrower in U.S. dollars under non-cancellable subscription license agreements that have been duly and properly executed and delivered by Borrower and each account debtor party thereto and that comply with all of Borrower's representations and warranties to Bank set forth in Section 5.3; provided, however, that all of such Accounts shall be determined on a basis that is net of all discounts; and, provided, further, that Bank may from time to time change the standards of eligibility for Eligible Subscription Contract Accounts by giving Borrower thirty (30) days' prior written notice, which changes shall be made in Bank's good faith business judgment and in accordance with its customary banking practices, on the basis of information regarding Accounts obtained by Bank in connection with any of Bank's working capital or other similar audits conducted in accordance with Section 6.2(d) at any time prior to or after the Closing Date, which information shows an adverse change in the Eligible Accounts. Unless otherwise agreed to by Bank in writing, Eligible Subscription Contract Accounts shall not include any of the following:

- (a) Accounts that the account debtor has failed to pay in full within 90 days of the contractual due date thereof;
- (b) Accounts with respect to any account debtor, including all Subsidiaries and Affiliates, twenty-five percent (25%) of whose Accounts the account debtor has failed to pay within ninety (90) days of the invoice date or (as the case may be) the contractual due date thereof;
- (c) Accounts with respect to any account debtor, including all Subsidiaries and Affiliates, whose total obligations to Borrower exceed twenty-five (25%) of all Accounts, to the extent all of such obligations to Borrower exceed the aforementioned percentage, except as otherwise approved in writing by Bank;
- (d) Accounts with respect to which (i) the account debtor disputes liability or makes any claims with respect thereto as to which Bank believes, in its

sole discretion, that there may be a basis for dispute (but only to the extent of the amount subject to such dispute or claims), or (ii) the account debtor is subject to any Insolvency Proceeding or becomes insolvent, or goes out of business;

(e) Accounts with respect to which Borrower is liable to the account debtor for goods sold or services rendered by the account debtor to Borrower, but only to the extent of any amounts owing to the account debtor against amounts owed to Borrower;

(f) Accounts with respect to which the account debtor does not have its principal place of business in the United States, except for Eligible Foreign Accounts;

(g) Accounts with respect to which the account debtor is the United States or any department, agency, or instrumentality of the United States;

(h) Accounts with respect to which the account debtor is a director, officer, agent, employee or Affiliate of Borrower;

(i) Accounts that are subject to any material terms by reason of which the payment by the account debtor may be conditional;

(j) Accounts the collection of which Bank reasonably determines, after inquiry and consultation with Borrower, to be doubtful;

(k) Accounts under any subscription license agreement, if and to the extent that such Accounts shall represent obligations of the account debtor to make payments to Borrower with respect to that portion of any license term thereunder that exceeds three (3) years in duration;

(l) Accounts under any subscription license agreement (i) that has been terminated, cancelled or rescinded, or that is otherwise not in full force and effect, or (ii) if the account debtor thereunder has exercised or attempted to exercise any rights of termination, cancellation or rescission thereunder on account of any default thereunder on the part of Borrower or any breach by Borrower in the performance or observance of any of Borrower's agreements or obligations thereunder;

(m) Accounts that constitute Eligible Accounts Receivable;

(n) Accounts that are payable to Borrower in any currency other than U.S. dollars; and

(o) Accounts over or with respect to which Bank does not have a perfected first-priority security interest.

"Letter of Credit" means a commercial or standby letter of credit or similar undertaking issued by Bank at Borrower's request in accordance with Section 2.1(b)(iii).

"Letter of Credit Sublimit" means a sublimit for Letters of Credit under the Revolving Line not to exceed \$100,000 minus an amount equal to the aggregate limits of the corporate credit cards issued to Borrower, merchant credit card processing reserves, and all other amounts outstanding under the Credit Card Services Sublimit.

"Revolving Line" means a Credit Extension of up to \$3,000,000 (inclusive of any amounts outstanding under the Letter of Credit Sublimit and the Credit Card Services Sublimit).

"Revolving Maturity Date" means December 19, 2008.

2. Section 2.1 of the Agreement is hereby amended in its entirety to read as follows:

2.1 Credit Extensions.

(a) Promise to Pay. Borrower promises to pay to Bank, in lawful money of the United States of America, the aggregate unpaid principal amount of all Credit Extensions made by Bank to Borrower, together with interest on the unpaid principal amount of such Credit Extensions at rates in accordance with the terms hereof.

(b) Advances Under Revolving Line.

(i) Amount. Subject to and upon the terms and conditions of this Agreement (1) Borrower may request Advances in an aggregate outstanding amount not to exceed the lesser of (A) the Revolving Line or (B) the Borrowing Base, less any amounts outstanding under the Letter of Credit Sublimit and the Credit Card Services Sublimit, and (2) amounts borrowed pursuant to this Section 2.1(b) may be repaid and reborrowed at any time prior to the Revolving Maturity Date, at which time all Advances under this Section 2.1(b) shall be immediately due and payable. Borrower may prepay any Advances without penalty or premium.

(ii) Form of Request. Whenever Borrower desires an Advance, Borrower will notify Bank by facsimile transmission or telephone no later than 3:00 p.m. Eastern time on the day on which the Advance is to be made. Each such notification shall be promptly confirmed by a Payment/Advance Form in substantially the form of Exhibit C. Bank is authorized to make Advances under this Agreement, based upon instructions received from a Responsible Officer or a designee of a Responsible Officer, or without instructions if in Bank's discretion such Advances are necessary to meet Obligations which have become due and remain unpaid. Bank shall be entitled to rely on any telephonic notice given by a person who Bank reasonably believes to be a Responsible Officer or a designee thereof, and Borrower shall indemnify and hold Bank harmless for any damages or loss suffered by Bank as a result of such reliance. Bank will credit the amount of Advances made under this Section 2.1(b) to Borrower's deposit account with Bank.

(iii) Letter of Credit Sublimit. Subject to the availability under the Revolving Line, and in reliance on the representations and warranties of Borrower set forth herein, at any time and from time to time from the date hereof through the Business Day immediately prior to the Revolving Maturity Date, Bank shall issue for the account of Borrower such Letters of Credit as Borrower may request by delivering to Bank a duly executed letter of credit application on Bank's standard form; provided, however, that the outstanding and undrawn amounts under all such Letters of Credit (i) shall not at any time exceed the Letter of Credit Sublimit, and (ii) shall be deemed to constitute Advances for the purpose of calculating availability under the Revolving Line. Any drawn but unreimbursed amounts under any Letters of Credit shall be charged as Advances against the Revolving Line. All Letters of Credit shall be in form and substance acceptable to

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Bank in its sole discretion and shall be subject to the terms and conditions of Bank's form application and letter of credit agreement. Borrower will pay any standard issuance and other fees that Bank notifies Borrower it will charge for issuing and processing Letters of Credit.

(iv) Credit Card Services Sublimit. Subject to the terms and conditions of this Agreement, Borrower may request corporate credit cards and standard and e-commerce merchant account services from Bank (collectively, the "Credit Card Services"). The aggregate limit of the corporate credit cards and merchant credit card processing reserves shall not exceed the Credit Card Services Sublimit, provided that availability under the Revolving Line shall be reduced by the aggregate limits of the corporate credit cards issued to Borrower and merchant credit card processing reserves. In addition, Bank may, in its sole discretion, charge as Advances any amounts that become due or owing to Bank in connection with the Credit Card Services. The terms and conditions (including repayment and fees) of such Credit Card Services shall be subject to the terms and conditions of the Bank's standard forms of application and agreement for the Credit Card Services, which Borrower hereby agrees to execute.

(v) Collateralization of Obligations Extending Beyond Maturity. If Borrower has not secured to Bank's satisfaction its obligations with respect to any Letters of Credit or Credit Card Services by the Revolving Maturity Date, then, effective as of such date, the balance in any deposit accounts held by Bank and the certificates of deposit or time deposit accounts issued by Bank in Borrower's name (and any interest paid thereon or proceeds thereof, including any amounts payable upon the maturity or liquidation of such certificates or accounts), shall automatically secure such obligations to the extent of the then continuing or outstanding and undrawn Letters of Credit or Credit Card Services. Borrower authorizes Bank to hold such balances in pledge and to decline to honor any drafts thereon or any requests by Borrower or any other Person to pay or otherwise transfer any part of such balances for so long as the Letters of Credit or Credit Card Services are outstanding or continue.

(c) Term Advances.

(i) Subject to and upon the terms and conditions of this Agreement, Bank agrees to make Term Advances to Borrower from the Closing Date to the Term Availability End Date. The aggregate amount of all Term Advances shall not exceed the Term Line.

(ii) Interest shall accrue from the date of each Term Advance at the rate specified in Section 2.3(a), and shall be payable in accordance with Section 2.3(c). Any Term Advances that are outstanding on the Term Availability End Date shall be payable in twenty-four (24) equal monthly installments of principal, plus accrued interest, beginning on August 1, 2006, and continuing on the same day of each month thereafter through the Term Maturity Date. On the Term Maturity Date, all amounts owing in connection with the Term Advances made under this Section 2.1(c) and all other amounts owing under this Agreement shall be immediately due and payable. Term Advances, once repaid, may not be reborrowed. Borrower may prepay any Term Advances without penalty or premium.

(iii) When Borrower desires to obtain an Term Advance, Borrower shall notify Bank (which notice shall be irrevocable) by facsimile transmission to be received no later than 3:00 p.m. Eastern time two (2) Business Day

before the day on which the Term Advance is to be made. Such notice shall be substantially in the form of Exhibit C. The notice shall be signed by a Responsible Officer or its designee.

(d) Equipment Advances.

(i) Subject to and upon the terms and conditions of this Agreement, at any time from December 8, 2006 through April 8, 2008, Bank agrees to make advances (each an "Equipment Advance" and, collectively, the "Equipment Advances") to Borrower in an aggregate amount not to exceed the Equipment Line. Each Equipment Advance shall not exceed one hundred percent (100%) of the invoice amount of equipment and software approved by Bank from time to time (which Borrower shall, in any case, have purchased within 90 days of the date of the corresponding Equipment Advance), excluding taxes, insurance, shipping, warranty charges, freight discounts and installation expense. Notwithstanding any of the foregoing, (A) no more than \$400,000 of the Equipment Line may be used to finance software and (B) in the initial Equipment Advance, which Borrower shall request on, or as soon as practicable after, December 8, 2006, Bank will finance Equipment and software purchased by Borrower on or after June 8, 2006.

(ii) Interest shall accrue from the date of each Equipment Advance at the rate specified in Section 2.3, and shall be payable monthly on the first day of each month so long as any Equipment Advances are outstanding. Any Equipment Advances that are outstanding on June 8, 2007, shall be payable in thirty (30) equal monthly installments of principal, plus all accrued interest, beginning on July 1, 2007, and continuing on the same day of each month thereafter until paid in full. Any Equipment Advances that are outstanding on December 31, 2007 (which have not already begun amortizing), shall be payable in twenty-four (24) equal monthly installments of principal, plus all accrued interest, beginning on January 1, 2008, and continuing on the same day of each month thereafter until paid in full. Any Equipment Advances that are outstanding on April 8, 2008 (which have not already begun amortizing), shall be payable in twenty (20) equal monthly installments of principal, plus all accrued interest, beginning on May 1, 2008, and continuing on the same day of each month thereafter through the Equipment Maturity Date, at which time all amounts owing under this Section 2.1(d) and any other amounts owing under this Agreement shall be immediately due and payable. Equipment Advances, once repaid, may not be reborrowed. Borrower may prepay the Equipment Advances without penalty or premium.

(iii) When Borrower desires to obtain an Equipment Advance, Borrower shall notify Bank (which notice shall be irrevocable) by facsimile transmission to be received no later than 3:00 p.m. Eastern time three (3) Business Days before the day on which the Equipment Advance is to be made. Such notice shall be substantially in the form of Exhibit C. The notice shall be signed by a Responsible Officer or its designee and include a copy of the invoice and proof of payment of such invoice for any Equipment to be financed.

3. Section 2.2 of the Agreement is hereby amended in its entirety to read as follows:

2.2 Overadvances. If the aggregate amount of the outstanding Advances, less any amounts outstanding under the Letter of Credit Sublimit and the Credit Card Services Sublimit, exceeds the lesser of the Revolving Line or the Borrowing Base at any time, Borrower shall immediately pay to Bank, in cash, the amount of such excess.

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4. Section 2.3(a) of the Agreement is hereby amended in its entirety to read as follows:

(a) Interest Rates.

(i) Advances. Except as set forth in Section 2.3(b), the Advances shall bear interest, on the outstanding daily balance thereof, at a per annum rate equal to one half percent (0.50%) above the Prime Rate in effect from time to time.

(ii) Term Advances. Except as set forth in Section 2.3(b), the Term Advances shall bear interest, on the outstanding daily balance thereof, at a per annum rate equal to one percent (1.0%) above the Prime Rate in effect from time to time.

(iii) Equipment Advances. Except as provided in Section 2.3(b), the Equipment Advances shall bear interest, on the outstanding daily balance thereof, at a per annum rate equal to one percent (1.0%) above the Prime Rate in effect from time to time.

5. Section 2.3(c) of the Agreement is hereby amended in its entirety to read as follows:

(c) Payments. Interest hereunder shall be due and payable on the first calendar day of each month during the term hereof. Bank shall, at its option, charge such interest, all Bank Expenses, and all Periodic Payments against any of either Borrower's deposit accounts or against the Revolving Line, in which case those amounts shall thereafter accrue interest at the rate then applicable hereunder. Bank may also, at its option, charge against the Revolving Line, any amounts required in connection with cash management and treasury management services provided by or through Bank, in which case those amounts shall thereafter accrue interest at the rate then applicable hereunder. Any interest not paid when due shall be compounded by becoming a part of the Obligations, and such interest shall thereafter accrue interest at the rate then applicable hereunder. All payments shall be free and clear of any taxes, withholdings, duties, impositions or other charges, to the end that Bank will receive the entire amount of any Obligations payable hereunder, regardless of source of payment.

6. Section 3.1 of the Agreement is hereby amended by deleting the word "and" at the end of Section 3.1(i), renumbering Section 3.1(j) as 3.1(k) and inserting a new Section 3.1(j) to read as follows:

(j) Prior to the first Advance, completion of an audit of the Collateral, the results of which are satisfactory to Bank; and

7. Section 5.3 of the Agreement is hereby amended in its entirety to read as follows:

5.3 Collateral. Borrower has rights in or the power to transfer the Collateral, and its title to the Collateral is free and clear of all Liens, adverse claims, and restrictions on transfer or pledge except for Permitted Liens. All Collateral is located solely in the Collateral States. The Eligible Accounts are bona fide existing obligations. The property or services giving rise to such Eligible Accounts have been, or (as the case may be) will be, delivered or rendered to the account debtor or its agent, in accordance with Borrower's usual and customary business practices, for immediate shipment to and unconditional acceptance by the account debtor in strict accordance with the contractual obligations between such account debtor and Borrower. Borrower has not received notice of actual or imminent Insolvency Proceeding of any account debtor whose accounts are included in any Borrowing

Base Certificate as an Eligible Account. All Inventory is in all material respects of good and merchantable quality, free from all material defects, except for Inventory for which adequate reserves have been made. Except as set forth in the Schedule, none of the Collateral is maintained or invested with a Person other than Bank or Bank's Affiliates.

8. Section 6.2 of the Agreement is hereby amended in its entirety to read as follows:

6.2 Financial Statements, Reports, Certificates. Borrower shall deliver to Bank: (i) as soon as available, but in any event within thirty (30) days after the end of each calendar month, a company prepared consolidated and consolidating balance sheet and income statements covering the operations of Borrower and its Subsidiaries during such period, in a form reasonably acceptable to Bank and certified by a Responsible Officer; (ii) as soon as available, but in any event within one hundred twenty (120) days after the end of Borrower's fiscal year, audited consolidated and consolidating financial statements of Borrower prepared in accordance with GAAP, consistently applied, together with an opinion which is unqualified or otherwise consented to in writing by Bank on such financial statements of an independent certified public accounting firm reasonably acceptable to Bank; (iii) if applicable, copies of all statements, reports and notices sent or made available generally by Borrower to its security holders or to any holders of Subordinated Debt and all reports on Forms 10-K and 10-Q filed with the Securities and Exchange Commission; (iv) promptly upon receipt of notice thereof, a report of any legal action pending or threatened against Borrower or any Subsidiary that could result in damages or costs to Borrower or any Subsidiary of \$100,000 or more; (v) promptly upon receipt, each management letter prepared by Borrower's independent certified public accounting firm regarding Borrower's management control systems; (vi) as soon as available, but in any event not later than the last day of each fiscal year, Borrower's financial and business projections and budget for the next year, with evidence of approval thereof by Borrower's Board of Directors, and (vii) such budgets, sales projections, operating plans or other financial information generally prepared by Borrower or any of its Subsidiaries in the ordinary course of business as Bank may reasonably request from time to time.

(a) Within thirty (30) days after the last day of each month, Borrower shall deliver to Bank a Borrowing Base Certificate signed by a Responsible Officer in substantially the form of Exhibit E hereto, setting forth in detail reasonably satisfactory to Bank financial information for calculating the Borrowing Base as of the last day of such calendar month, together with (i) aged listings by invoice date of accounts receivable and accounts payable, (ii) subscription contract agings, and (iii) cash flows under all subscription license agreements for such calendar month.

(b) Within 30 days after the last day of each month, Borrower shall deliver to Bank with the monthly financial statements a Compliance Certificate certified as of the last day of the applicable month and signed by a Responsible Officer in substantially the form of Exhibit D hereto.

(c) Promptly, and, in any event, within three (3) days, after Borrower shall first become aware of any of the following events, occurrences or developments, Borrower shall deliver to Bank a written statement of a Responsible Officer of Borrower setting forth details of such event, occurrence or development and the action that Borrower has taken or proposes to take with respect thereto: (i) the termination, cancellation or rescission of any term license agreement or subscription license agreement as a result of any default thereunder on the part of any party thereto

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or as a result of any breach by any party thereto in the performance or observance of any of such party's agreements or obligations thereunder; and (ii) the occurrence of any Event of Default or event or circumstance that with notice or the passage of time could become an Event of Default; and promptly, and in any event within three (3) days, after Borrower shall first become aware of the termination, cancellation or rescission of any subscription license agreement, a Borrowing Base Certificate, certified by a Responsible Officer of Borrower, in detail reasonably satisfactory to Bank, setting forth the Borrowing Base after giving effect to each such termination, cancellation or rescission.

(d) Bank shall have the right from time to time hereafter to audit the Accounts and appraise Collateral at Borrower's expense, provided that such audits will be conducted no more often than every six (6) months unless an Event of Default has occurred and is continuing.

Borrower may deliver to Bank on an electronic basis any certificates, reports or information required pursuant to this Section 6.2, and Bank shall be entitled to rely on the information contained in the electronic files, provided that Bank in good faith believes that the files were delivered by a Responsible Officer. If Borrower delivers this information electronically, it shall also deliver to Bank by U.S. Mail, reputable overnight courier service, hand delivery, facsimile or .pdf file within five (5) Business Days of submission of the unsigned electronic copy the certification of monthly financial statements, the Borrowing Base Certificate and the Compliance Certificate, each bearing the physical signature of the Responsible Officer.

9. Section 6.11 of the Agreement is hereby amended in its entirety to read as follows:

6.11 Financial Covenants. Borrower shall at all times maintain the following financial ratios and covenants"

(a) Minimum New Bookings. As of the last day of each Measurement Period set forth in the table below, Borrower shall have obtained New Bookings on a consolidated basis during such Measurement Period, equal to or greater than the Minimum Amount set forth in the table for such period:

Measurement Period	Minimum Amount
One Quarter Ending 12/31/07	\$2,940,000
Two Quarters Ending 3/31/08	\$6,440,000
Three Quarters Ending 6/30/08	\$10,500,000
Subsequent Periods	To be set by Bank based on Borrower's annual projections and budget delivered pursuant to Section 6.2 hereof, which shall be satisfactory to Bank.

(b) Cash Burn. As of the last day of each Measurement Period set forth in the table below, Borrower's Cash Burn shall not exceed the amount set forth in the table below for such period (the "Maximum Amount").

<u>Measurement Period</u>	<u>Maximum Amount</u>
One Quarter Ending 12/31/07	\$1,914,000
Two Quarters Ending 3/31/08	\$3,801,000
Three Quarters Ending 6/30/08	\$5,312,000
Subsequent Periods	To be set by Bank based on Borrower's annual projections and budget delivered pursuant to Section 6.2 hereof, which shall be satisfactory to Bank.

10. Exhibit D to the Agreement is hereby amended and replaced by Exhibit D attached hereto.
11. A new Exhibit E is hereby added to the Agreement in the form of Exhibit E attached hereto.
12. A new Exhibit F is hereby added to the Agreement in the form of Exhibit F attached hereto.
13. No course of dealing on the part of Bank or its officers, nor any failure or delay in the exercise of any right by Bank, shall operate as a waiver thereof, and any single or partial exercise of any such right shall not preclude any later exercise of any such right. Bank's failure at any time to require strict performance by Borrower of any provision shall not affect any right of Bank thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Bank.

14. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Borrower ratifies and reaffirms the continuing effectiveness of all promissory notes, guaranties, security agreements, mortgages, deeds of trust, environmental agreements, and all other instruments, documents and agreements entered into in connection with the Agreement.

15. Borrower is a party to certain documents, instruments and/or agreements (collectively, the "Documents") with or between the undersigned and Comerica Bank, a Michigan banking corporation (the "Merged Bank"). The Merged Bank has been merged with and into Comerica Bank, a Texas banking association (the "Surviving Bank"). Borrower hereby acknowledges and agrees that any reference in the Documents to Comerica Bank, a Michigan banking corporation, shall mean Comerica Bank, a Texas banking association, as successor by merger to the Merged Bank.

16. Borrower represents and warrants that the Representations and Warranties contained in the Agreement are true and correct as of the date of this Amendment, and that no Event of Default has occurred and is continuing.

17. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

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18. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:

- (a) this Amendment, duly executed by Borrower;
- (b) Corporate Resolutions and Incumbency Certification;
- (c) A stockholder consent required pursuant to, among others, Borrower's Fifth Amended and Restated Certificate of Incorporation, and Borrower's Third Amended and Restated Investor Rights Agreement, dated as of July 25, 2007 by and among Borrower and the investors party thereto;
- (d) A warrant to purchase, initially, 18,000 shares of Borrower's Series C Convertible Preferred Stock (subject to adjustments as set forth therein);
- (e) An agreement to provide insurance;
- (f) Itemized disbursement instructions;
- (g) A nonrefundable facility fee equal to \$7,500 plus an amount equal to all Bank Expenses incurred through the date of this Amendment; and
- (h) Such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

*[Remainder of Page Left Blank]*

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

SUPPLYSCAPE CORPORATION

By: *Gary Vitelich*  
Title: *CEO*

COMERICA BANK

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

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

SUPPLYSCAPE CORPORATION

By: Amy Kitchin  
Title: JCO

COMERICA BANK

By: Paula J Howell  
Title: SVP

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**EXHIBIT D**  
**COMPLIANCE CERTIFICATE**

TO: COMERICA BANK  
FROM: SUPPLYSCAPE CORPORATION

The undersigned authorized officer of SupplyScape Corporation hereby certifies that in accordance with the terms and conditions of the Loan and Security Agreement between Borrower and Bank (the "Agreement"), (i) Borrower is in complete compliance for the period ending \_\_\_\_\_ with all required covenants except as noted below and (ii) all representations and warranties of Borrower stated in the Agreement are true and correct as of the date hereof. Attached herewith are the required documents supporting the above certification. The Officer further certifies that these are prepared in accordance with Generally Accepted Accounting Principles (GAAP) and are consistently applied from one period to the next except as explained in an accompanying letter or footnotes.

Please indicate compliance status by circling Yes/No under "Complies" column.

<u>Reporting Covenant</u>	<u>Required</u>	<u>Complies</u>	
Monthly financial statements	Monthly within 30 days	Yes	No
Annual (CPA Audited)	FYE within 120 days	Yes	No
A/R, A/P and Subscription Contract Agings	Monthly within 30 days	Yes	No
Compliance Cert. and Borrowing Base Cert. 10K and 10Q	Monthly within 30 days (as applicable)	Yes	No
Board-Approved Budget and Projections	FYE (June 30)	Yes	No
Total amount of Borrower's cash and investments	Amount: \$ _____	Yes	No
Total amount of Borrower's cash and investments maintained with Bank*	Amount: \$ _____	Yes	No

<u>Financial Covenants</u>	<u>Required</u>	<u>Actual</u>	<u>Complies</u>	
Measured on a Quarterly Basis:				
Minimum New Bookings	\$ _____ **	\$ _____	Yes	No
Maximum Cash Burn	\$ _____ ***	\$ _____	Yes	No

\* 100% required at Comerica Bank  
\*\* See Section 6.11(a)  
\*\*\* See Section 6.11(b)

Comments Regarding Exceptions: See Attached.

Sincerely,

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

<b>BANK USE ONLY</b>	
Received by: _____	AUTHORIZED SIGNER
Date: _____	
Verified: _____	AUTHORIZED SIGNER
Date: _____	
Compliance Status	Yes      No



**EXHIBIT E**  
**BORROWING BASE CERTIFICATE**

(See Attached)

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**TRADEMARK**  
**REEL: 004067 FRAME: 0543**

**BORROWING BASE CERTIFICATE**

**Borrower:** SUPPLYSCAPE CORPORATION

**Bank:** Comerica Bank  
Technology & Life Sciences Division:

**Revolving Credit Facility:** \$3,000,000

Reference is made to the Loan and Security Agreement, dated as of July 27, 2005, as amended by the First Amendment to Loan and Security Agreement dated December 8, 2006, and the Second Amendment to Loan and Security Agreement dated as of December 20, 2007 (as amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), between SupplyScape Corporation and Comerica Bank. For all purposes of this Borrowing Base Certificate, all of the words and expressions used herein which are not defined herein, but which are defined in or by reference in the Loan Agreement, shall have the meanings specified in or by reference in the Loan Agreement.

**PART I. ELIGIBLE ACCOUNTS RECEIVABLE.**

**A. INVOICED ACCOUNTS RECEIVABLE:**

- 1. Invoiced Accounts Receivable Net Book Value as of \_\_, \_\_\_\_: \$ \_\_\_\_\_
- 2. Additions (please explain on reverse): \$ \_\_\_\_\_
- 3. **TOTAL INVOICED ACCOUNTS RECEIVABLE AS OF** \_\_\_\_\_: \$ \_\_\_\_\_

**B. INVOICED ACCOUNTS RECEIVABLE DEDUCTIONS (without duplication):**

The deductions itemized below are to be determined in accordance with the express terms of the definition of the term "**Eligible Invoiced Accounts**" set forth in the Loan Agreement:

- 1. Accounts for which invoices for payment have not been duly and properly delivered to the account debtor, all in accordance with Borrower's usual and customary practices. \$ \_\_\_\_\_
- 2. Accounts that the account debtor has failed to pay in full within 90 days of the invoice date. \$ \_\_\_\_\_
- 3. Credit balances over 90 days. \$ \_\_\_\_\_
- 4. Accounts with respect to any account debtor, including all Subsidiaries and Affiliates, 25% of whose Accounts, of all types, the account debtor has failed to pay within 90 days of the invoice date. \$ \_\_\_\_\_
- 5. Accounts with respect to any account debtor, including all Subsidiaries and Affiliates, whose total obligations to Borrower exceed 25% of all Accounts, to the extent all of such obligations to Borrower exceed the aforementioned percentage, except as otherwise approved in writing by Bank. \$ \_\_\_\_\_
- 6. Accounts with respect to which (i) the account debtor disputes liability or makes any claim with respect thereto as to which Bank believes, in its sole discretion, that there may be a basis for dispute (but only to the extent of the amount subject to such dispute or claims), or (ii) the account debtor is subject to any Insolvency Proceeding or becomes insolvent, or goes out of business. \$ \_\_\_\_\_
- 7. Accounts with respect to which Borrower is liable to the account debtor for goods sold or services rendered by the account debtor to Borrower, but only to the extent of any amounts owing to the account debtor against amounts owed to Borrower. \$ \_\_\_\_\_
- 8. Accounts with respect to which the account debtor does not have its principal place of business in the United States, except for Eligible Foreign Accounts. \$ \_\_\_\_\_
- 9. Accounts with respect to which the account debtor is the United States or any department, agency, or instrumentality of the United States. \$ \_\_\_\_\_
- 10. Accounts with respect to which the account debtor is a director, officer, agent, employee or Affiliate of Borrower. \$ \_\_\_\_\_

**BORROWING BASE CERTIFICATE**

- 11. Accounts that are subject to any material terms by reason of which the payment by the account debtor may be conditional. \$ \_\_\_\_\_
- 12. Accounts that have not yet been billed to the account debtor or that relate to deposits (such as good faith deposits) or other property of the account debtor held by Borrower or any Affiliate of Borrower for the performance of services or delivery of goods which Borrower has not yet performed or delivered. \_\_\_\_\_
- 13. Accounts the collection of which are doubtful. \$ \_\_\_\_\_
- 14. Accounts that constitute Eligible Subscription Contract Accounts. \$ \_\_\_\_\_
- 15. Retentions and hold-backs. \_\_\_\_\_
- 16. Accounts that are payable to Borrower in any currency other than U.S. dollars. \$ \_\_\_\_\_
- 17. Accounts over or with respect to which Bank does not have a perfected first-priority security interest. \$ \_\_\_\_\_
- 18. Other (please explain on reverse). \$ \_\_\_\_\_

- 
- 19. **TOTAL INVOICED ACCOUNTS RECEIVABLE DEDUCTIONS:** \$ \_\_\_\_\_  
(Items #B.1 through #B.18):
  - 20. **ELIGIBLE INVOICED ACCOUNTS** (Item #A.3 minus Item #B.19): \$ \_\_\_\_\_
  - 21. 80% of Eligible Accounts Receivable 80%
  - 22. **LOAN VALUE OF ELIGIBLE ACCOUNTS RECEIVABLE:** \$ \_\_\_\_\_  
(Item #B.21 times Item #B.20):
-

**BORROWING BASE CERTIFICATE**

**PART II. ELIGIBLE SUBSCRIPTION CONTRACT ACCOUNTS.\*\***

**A. ACCOUNTS UNDER SUBSCRIPTION LICENSE AGREEMENTS:**

- 1. Accounts Under Subscription License Agreements Due and Payable Within [One / Two / Three] Year(s)\*\*; Net Book Value as of \_\_\_\_\_: \$ \_\_\_\_\_
- 2. Additions (please explain on reverse): \$ \_\_\_\_\_
- 3. **TOTAL ACCOUNTS UNDER SUBSCRIPTION LICENSE AGREEMENTS AS OF \_\_\_\_\_:** \$ \_\_\_\_\_

**B. SUBSCRIPTION CONTRACT ACCOUNTS RECEIVABLE DEDUCTIONS (without duplication):**

The deductions itemized below are to be determined in accordance with the express terms of the definition of the term "**Eligible Subscription Contract Accounts**" set forth in the Loan Agreement:

- 1. Accounts that the account debtor has failed to pay in full within 90 days of the contractual due date thereof. \$ \_\_\_\_\_
- 2. Accounts with respect to any account debtor, including all Subsidiaries and Affiliates, 25% of whose Accounts the account debtor has failed to pay within 90 days of the invoice date or (as the case may be) the contractual due date thereof. \$ \_\_\_\_\_
- 3. Accounts with respect to any account debtor, including all Subsidiaries and Affiliates, whose total obligations to Borrower exceed 25% of all of Accounts, to the extent all of such obligations to Borrower exceed the aforementioned percentage, except as otherwise approved in writing by Bank. \$ \_\_\_\_\_
- 4. Accounts with respect to which (i) the account debtor disputes liability or makes any claims with respect thereto as to which Bank believes, in its sole discretion, that there may be a basis for dispute (but only to the extent of the amount subject to such dispute or claims), or (ii) the account debtor is subject to any Insolvency Proceeding or becomes insolvent, or goes out of business. \$ \_\_\_\_\_
- 5. Accounts with respect to which Borrower is liable to the account debtor for goods sold or services rendered by the account debtor to Borrower, but only to the extent of any amounts owing to the account debtor against amounts owed to Borrower. \$ \_\_\_\_\_
- 6. Accounts with respect to which the account debtor does not have its principal place of business in the United States, except for Eligible Foreign Accounts. \$ \_\_\_\_\_
- 7. Accounts with respect to which the account debtor is the United States or any department, agency, or instrumentality of the United States. \$ \_\_\_\_\_
- 8. Accounts with respect to which the account debtor is a director, officer, agent, employee or Affiliate of Borrower. \$ \_\_\_\_\_

**BORROWING BASE CERTIFICATE**

- 9. Accounts that are subject to any material terms by reason of which the payment by the account debtor may be conditional. \$ \_\_\_\_\_
- 10. Accounts the collection of which are doubtful. \$ \_\_\_\_\_
- 11. Accounts under any subscription license agreement, if and to the extent that such Accounts represent obligations of the account debtor to make payments to Borrower with respect to that portion of any license term thereunder that exceeds three (3) years in duration. \$ \_\_\_\_\_
- 12. Accounts under any subscription license agreement (i) that has been terminated, cancelled or rescinded, or that is otherwise **not** in full force and effect, or (ii) if the account debtor thereunder has exercised or attempted to exercise any rights of termination, cancellation or rescission thereunder on account of any default thereunder on the part of Borrower or any breach by Borrower in the performance or observance of any of Borrower's agreements or obligations thereunder. \$ \_\_\_\_\_
- 13. Accounts that constitute Eligible Accounts Receivable. \$ \_\_\_\_\_
- 14. Accounts that are payable to Borrower in any currency other than U.S. dollars. \$ \_\_\_\_\_
- 15. Accounts over or with respect to which Bank does not have a perfected first-priority security interest. \$ \_\_\_\_\_
- 16. Other (please explain on reverse). \$ \_\_\_\_\_

- 
- 17. **TOTAL SUBSCRIPTION CONTRACT ACCOUNTS RECEIVABLE**  
**DEDUCTIONS:** (Items #B.1 through #B.16): \$ \_\_\_\_\_
  - 18. **ELIGIBLE SUBSCRIPTION CONTRACT ACCOUNTS**  
(Item #A.3 **minus** Item #B.17): \$ \_\_\_\_\_
  - 19. Applicable Advance Rate for Eligible Subscription Contract Accounts. \_\_\_\_\_ %
  - 20. **LOAN VALUE OF ELIGIBLE SUBSCRIPTION CONTRACT ACCOUNTS:**  
(Item #B.19 **times** Item #B.18): \$ \_\_\_\_\_

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**\*\*REPLICATE PART II WORKSHEET FOR ELIGIBLE SUBSCRIPTION CONTRACT ACCOUNTS (1) DUE AND PAYABLE WITHIN ONE YEAR, (2) DUE AND PAYABLE WITHIN TWO YEARS AND (3) DUE AND PAYABLE WITHIN THREE YEARS (WITHOUT DUPLICATION OF ACCOUNTS).**

**BORROWING BASE CERTIFICATE**

**PART III. DETERMINATION OF REVOLVING CREDIT FACILITY MAXIMUM AMOUNT.**

**A. BORROWING BASE:**

- 1. LOAN VALUE OF ELIGIBLE ACCOUNTS RECEIVABLE (Item #B.22 of Part I): \$ \_\_\_\_\_
- 2. LOAN VALUE OF ELIGIBLE SUBSCRIPTION CONTRACT ACCOUNTS DUE AND PAYABLE WITHIN ONE YEAR  
(Item B.20 of Part II for One Year Worksheet): \$ \_\_\_\_\_
- 3. LOAN VALUE OF ELIGIBLE SUBSCRIPTION CONTRACT ACCOUNTS DUE AND PAYABLE WITHIN TWO YEARS  
(Item B.20 of Part II for Two Year Worksheet): \$ \_\_\_\_\_
- 4. LOAN VALUE OF ELIGIBLE SUBSCRIPTION CONTRACT ACCOUNTS DUE AND PAYABLE WITHIN THREE YEARS  
(Item B.20 of Part II for Three Year Worksheet): \$ \_\_\_\_\_
- 5. LOAN VALUE OF ALL ELIGIBLE ACCOUNTS AS OF \_\_\_\_\_, \_\_\_\_\_  
(Sum of Items #A.1, plus #A.2, plus #A.3, plus #A.4): \$ \_\_\_\_\_

**B. TOTAL FACILITY AMOUNT OUTSTANDING.**

- 1. Outstanding Amount of All Advances as of \_\_\_\_\_, \_\_\_\_\_. \$ \_\_\_\_\_
- 2. Outstanding Amount Under All Letters of Credit as of \_\_\_\_\_, \_\_\_\_\_. \$ \_\_\_\_\_
- 3. Outstanding Amount Under Credit Card Services as of \_\_\_\_\_, \_\_\_\_\_. \$ \_\_\_\_\_
- 4. TOTAL FACILITY AMOUNT OUTSTANDING AS OF \_\_\_\_\_, \_\_\_\_\_. \$ \_\_\_\_\_

**C. BALANCES:**

- 1. Maximum Amount of Revolving Credit Facility: **\$3,000,000**
- 2. Maximum Credit Available (the lesser of Item #C.1 or Item #A.5). \$ \_\_\_\_\_
- 3. Total Facility Amount Outstanding (Item #B.4). \$ \_\_\_\_\_

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- 4. REVOLVING CREDIT FACILITY MAXIMUM AMOUNT  
(ITEM #C.2 MINUS ITEM #C.3): \$ \_\_\_\_\_

The undersigned represents and warrants that the foregoing is true, complete and correct, and that the information reflected in this Borrowing Base Certificate complies with the definitions of terms "Eligible Accounts Receivable", "Eligible Subscription Contract Accounts" and "Borrowing Base" and the applicable representations and warranties set forth in the Loan Agreement between the undersigned, SUPPLYSCAPE CORPORATION, a Delaware corporation, and COMERICA BANK.

Comments:

<b><u>BANK USE ONLY</u></b>	
Rec'd By:	_____
Date:	_____
Reviewed By:	_____
Date:	_____

\_\_\_\_\_  
Authorized Signer

Date: \_\_\_\_\_

**EXHIBIT F**

**QUALIFIED FOREIGN ACCOUNT DEBTORS**

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355281-8

**EXHIBIT F**

**QUALIFIED FOREIGN ACCOUNT DEBTORS**

1. Eisai Co. Ltd., headquartered in Tokyo, Japan.
2. GlaxoSmithKline plc, headquartered in Brentford, UK.
3. Novartis AG, headquartered in Basel, Switzerland.
4. Roche Holdings, Ltd., headquartered in Basel, Switzerland.
5. Sanofi-Aventis, headquartered in Paris, France.
6. Sanofi Pasteur SA, headquartered in Paris, France.
7. Takeda Pharmaceutical Company Limited, headquartered in Osaka Japan.
8. Teva Pharmaceutical Industries Limited, headquartered in Petach Tikva, Israel.



THIRD AMENDMENT TO  
LOAN AND SECURITY AGREEMENT

This Third Amendment to Loan and Security Agreement is entered into as of November \_\_, 2008 (this "Amendment"), by and between COMERICA BANK ("Bank") and SUPPLYSCAPE CORPORATION, a Delaware corporation ("Borrower").

RECITALS

Borrower and Bank are parties to that certain Loan and Security Agreement dated as of July 27, 2005, as amended by that certain First Amendment to Loan and Security Agreement dated as of December 8, 2006 and that certain Second Amendment to Loan and Security Agreement dated as of December 20, 2007 (as amended from time to time, the "Agreement"). The parties desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. Exhibit A of the Agreement is hereby amended to add or amend the following defined terms to read as follows:

"Advance" or "Advances" means any cash advance or cash advances under the Revolving Line or Revolving Line B.

"Applicable Advance Rate" means, as of any date of determination:

(a) with respect to Eligible Subscription Contract Accounts due and payable to Borrower within one year of such date, fifty percent (50%); and

(b) with respect to Eligible Subscription Contract Accounts due and payable to Borrower within two years of such date (excluding Eligible Subscription Contract Accounts due and payable to Borrower within one year), twenty-five percent (25%);

provided, however, that the Applicable Advance Rate with respect to the Eligible Subscription Contract Accounts shall be such other percentage as shall from time to time be established by Bank, in the exercise of its good faith business judgment and in accordance with its customary banking practices, on the basis of information regarding Eligible Accounts obtained by Bank in connection with any of Bank's working capital or other similar audits conducted in accordance with Section 6.2(d) at any time prior to or after the Closing Date, which information shows an adverse change in the Eligible Accounts.

"Borrowing Base" means, at any particular time of determination, an amount equal to the lesser of (a) the Borrowing Base Cap, and (b) the sum of (i) 80% of Eligible Accounts Receivable, plus (ii) the sum of the products of (x) the Applicable Advance Rate then in effect for each Eligible Subscription Contract Accounts, times (y) the amount of such Eligible Subscription Contract Account at such time. The Eligible Accounts Receivable, the Eligible Subscription Contract Accounts, the Borrowing Base and the Borrowing Base Cap as at any time of determination shall be determined by Bank (A) from the information set forth in the most recent Borrowing Base Certificate delivered by Borrower to Bank, or (B) as the case may be, from other information then available to Bank from working capital or other similar audits conducted by or on behalf of Bank or otherwise, if and to the extent that Bank shall determine that such other information is more accurate, correct or (as the case may be) consistent with the terms and conditions of this Agreement relating to the determination and calculation of Accounts, Eligible Accounts Receivable, Eligible Subscription Contract Accounts, and the Borrowing Base.

“Borrowing Base Cap” means, as at any particular time of determination, the amount equal to \$2,576,137 **minus** the aggregate amount of all payments made on or after the Third Amendment Closing Date, whether scheduled or unscheduled, voluntary or mandatory, on account of the Equipment Advances, **minus** the aggregate amount of all reductions to the Revolving Line pursuant to Section 2.1(b)(iv) hereof.

“Cash Burn” means, for any period of determination, an amount equal to the prior period’s ending Cash, **minus** the current period’s ending Cash, **minus** the amount of any increases to Cash as a result of borrowings (other than financed capital leases), and **minus** the amount of any increases to Cash attributable to proceeds from paid-in-capital or the sale or issuance of equity interests or the exercise of stock options, warrants or the like; provided that (a) the amount of any principal repayments of (i) existing Indebtedness to Bank, and (ii) Subordinated Debt, to the extent permitted hereunder and under the terms of the applicable subordination agreement, and (b) the reclassification of unrestricted cash as restricted cash in connection with the pledge of such cash to Bank under the Third Amendment, shall not be deducted for purposes of calculating Cash Burn.

“Credit Card Services Sublimit” means a sublimit for corporate credit cards and e-commerce or merchant account services under the Revolving Line not to exceed \$10,000 **minus** any amounts outstanding under the Letter of Credit Sublimit.

“Credit Extension” means each Advance under the Revolving Line, each Advance under Revolving Line B, each Equipment Advance, or each other extension of credit by Bank to or for the benefit of Borrower hereunder.

“Letter of Credit Sublimit” means a sublimit for Letters of Credit under the Revolving Line not to exceed \$10,000 **minus** an amount equal to the aggregate limits of the corporate credit cards issued to Borrower, merchant credit card processing reserves, and all other amounts outstanding under the Credit Card Services Sublimit.

“Required Cash Balance” means One Million Dollars (\$1,000,000).

“Revolving Line” means a Credit Extension of up to Two Million Dollars (\$2,000,000) (inclusive of any amounts outstanding under the Letter of Credit Sublimit and the Credit Card Services Sublimit), subject to automatic reduction from time to time pursuant to Section 2.1(b)(iv).

“Revolving Line B” means a Credit Extension of up to One Million Dollars (\$1,000,000).

“Revolving Maturity Date” means May 1, 2010.

“Subscription Contract” means each contract, license or other agreement relating to any Eligible Subscription Contract Accounts.

“Subscription Contract Settlement” means, any termination, cancellation, compromise or settlement with respect to any Subscription Contract which results a full or partial prepayment of such Subscription Contract.

“Subscription Contract Value” means, as of any particular date of determination with respect to any Subscription Contract, the gross amount of all payments due or payable to Borrower, or any Subsidiary of Borrower, from and after such date with respect to such Subscription Contract.

“Third Amendment” means that certain Third Amendment to Loan and Security Agreement dated as of November \_\_, 2008 by and between Borrower and Bank.

“Third Amendment Closing Date” means November \_\_, 2008.

2. Section 2.1 of the Agreement is hereby amended in its entirety to read as follows:

2.1 Credit Extensions.

(a) Promise to Pay. Borrower promises to pay to Bank, in lawful money of the United States of America, the aggregate unpaid principal amount of all Credit Extensions made by Bank to Borrower, together with interest on the unpaid principal amount of such Credit Extensions at rates in accordance with the terms hereof.

(b) Advances Under Revolving Line.

(i) Amount. Subject to and upon the terms and conditions of this Agreement, Borrower may request Advances under the Revolving Line in an aggregate outstanding amount not to exceed the lesser of: (A) the Revolving Line minus any amounts outstanding under the Letter of Credit Sublimit and the Credit Card Services Sublimit, or (B) the Borrowing Base minus (x) any amounts outstanding under the Letter of Credit Sublimit, minus (y) any amounts outstanding under the Credit Card Services Sublimit, and minus (z) the aggregate amount of all outstanding Equipment Advances. Subject to and upon the terms and conditions of this Agreement, amounts borrowed pursuant to this Section 2.1(b) may be repaid and reborrowed at any time prior to the Revolving Maturity Date, at which time all Advances under this Section 2.1(b) and all other amounts owing under this Agreement shall be immediately due and payable. Borrower may prepay any Advances without penalty or premium.

(ii) Form of Request. Whenever Borrower desires an Advance under the Revolving Line, Borrower will notify Bank by facsimile transmission or telephone no later than 3:00 p.m. Eastern time on the day on which the Advance is to be made. Each such notification shall be promptly confirmed by a Payment/Advance Form in substantially the form of Exhibit C. Bank is authorized to make Advances under this Agreement, based upon instructions received from a Responsible Officer or a designee of a Responsible Officer, or without instructions if in Bank's discretion such Advances are necessary to meet Obligations which have become due and remain unpaid. Bank shall be entitled to rely on any telephonic notice given by a person who Bank reasonably believes to be a Responsible Officer or a designee thereof, and Borrower shall indemnify and hold Bank harmless for any damages or loss suffered by Bank as a result of such reliance. Bank will credit the amount of Advances made under this Section 2.1(b) to Borrower's deposit account with Bank. Immediately prior to giving effect to the Third Amendment, the aggregate outstanding principal amount of all Advances under the Revolving Line is \$3,000,000 inclusive of amounts outstanding under the Letter of Credit Sublimit and the Credit Card Services Sublimit. On the Third Amendment Closing Date, or as soon as practicable thereafter, Borrower shall repay Advances under the Revolving Line in an amount not less than One Million Dollars (\$1,000,000), which amount shall be paid from the initial disbursement under Revolving Line B.

(iii) Mandatory Payments. Upon the occurrence of each Subscription Contract Settlement, Advances under the Revolving Line shall become immediately due and payable in an amount equal to, and Borrower shall pay to Bank for application to Advances under the Revolving Line, the product of (A) 0.20 times (B) the Subscription Contract Value of the subject Subscription Contract, as calculated immediately prior to giving effect to such Subscription Contract Settlement (the "Mandatory Prepayment Amount"); provided however, the Mandatory Prepayment Amount shall be calculated based on the amount by which the Subscription Contract Value of the subject Subscription Contract, as calculated immediately prior to giving effect to such Subscription Contract Settlement (when combined with the aggregate Subscription Contract Values relating to all Subscription Contract Settlements occurring during the preceding 365 days) exceeds Seven Hundred Fifty Thousand Dollars (\$750,000). In addition to the Borrowing Base Certificates required under Section 6.2(a) hereof, upon the occurrence of

each Subscription Contract Settlement, Borrower shall deliver to Bank an updated Borrowing Base Certificate in substantially the form of Exhibit E hereto, setting forth in detail reasonably satisfactory to Bank financial information for calculating the Borrowing Base as of the effective date of such Subscription Contract Settlement, together with (i) aged listings by invoice date of accounts receivable and accounts payable, (ii) subscription contract agings, and (iii) cash flows under all subscription license agreements since the most recently delivered Borrowing Base Certificate.

(iv) Automatic Reductions to Revolving Line. Notwithstanding anything to the contrary contained herein or in the other Loan Documents, the Revolving Line shall be automatically and permanently reduced: (A) by an amount equal to \$111,111.00 on the first day of each calendar month, commencing with December 1, 2008, and (B) by the amount of any payments or prepayments required pursuant to Section 2.1(b)(iii) as and when due.

(v) Letter of Credit Sublimit. Subject to the availability under the Revolving Line, and in reliance on the representations and warranties of Borrower set forth herein, at any time and from time to time from the date hereof through the Business Day immediately prior to the Revolving Maturity Date, Bank shall issue for the account of Borrower such Letters of Credit as Borrower may request by delivering to Bank a duly executed letter of credit application on Bank's standard form; provided, however, that the outstanding and undrawn amounts under all such Letters of Credit (i) shall not at any time exceed the Letter of Credit Sublimit, and (ii) shall be deemed to constitute Advances for the purpose of calculating availability under the Revolving Line. Any drawn but unreimbursed amounts under any Letters of Credit shall be charged as Advances against the Revolving Line. All Letters of Credit shall be in form and substance acceptable to Bank in its sole discretion and shall be subject to the terms and conditions of Bank's form application and letter of credit agreement. Borrower will pay any standard issuance and other fees that Bank notifies Borrower it will charge for issuing and processing Letters of Credit.

(vi) Credit Card Services Sublimit. Subject to the terms and conditions of this Agreement, Borrower may request corporate credit cards and standard and e-commerce merchant account services from Bank (collectively, the "Credit Card Services"). The aggregate limit of the corporate credit cards and merchant credit card processing reserves shall not exceed the Credit Card Services Sublimit, provided that availability under the Revolving Line shall be reduced by the aggregate limits of the corporate credit cards issued to Borrower and merchant credit card processing reserves. In addition, Bank may, in its sole discretion, charge as Advances any amounts that become due or owing to Bank in connection with the Credit Card Services. The terms and conditions (including repayment and fees) of such Credit Card Services shall be subject to the terms and conditions of the Bank's standard forms of application and agreement for the Credit Card Services, which Borrower hereby agrees to execute.

(vii) Collateralization of Obligations Extending Beyond Maturity. If Borrower has not secured to Bank's satisfaction its obligations with respect to any Letters of Credit or Credit Card Services by the Revolving Maturity Date, then, effective as of such date, the balance in any deposit accounts held by Bank and the certificates of deposit or time deposit accounts issued by Bank in Borrower's name (and any interest paid thereon or proceeds thereof, including any amounts payable upon the maturity or liquidation of such certificates or accounts), shall automatically secure such obligations to the extent of the then continuing or outstanding and undrawn Letters of Credit or Credit Card Services. Borrower authorizes Bank to hold such balances in pledge and to decline to honor any drafts thereon or any requests by Borrower or any other Person to pay or otherwise transfer any part of such balances for so long as the Letters of Credit or Credit Card Services are outstanding or continue.

(c) Advances Under Revolving Line B.

(i) Amount. Subject to and upon the terms and conditions of this Agreement (1) Borrower may request Advances under Revolving Line B in an aggregate outstanding amount not to exceed Revolving Line B, and (2) amounts borrowed pursuant to this Section 2.1(c) may be repaid and reborrowed at any time prior to the Revolving Maturity Date, at which time all Advances under this Section 2.1(c) shall be immediately due and payable. Borrower may prepay any Advances under Revolving Line B without penalty or premium. On the Third Amendment Closing Date, Borrower shall request an initial Advance under Revolving Line B in the original principal amount of One Million Dollars (\$1,000,000) the proceeds of which shall be applied to repay outstanding Advances under the Revolving Line.

(ii) Form of Request. Whenever Borrower desires an Advance under Revolving Line B, Borrower will notify Bank by facsimile transmission or telephone no later than 3:00 p.m. Eastern time on the day on which the Advance is to be made. Each such notification shall be promptly confirmed by a Payment/Advance Form in substantially the form of Exhibit C. Bank is authorized to make Advances under this Agreement, based upon instructions received from a Responsible Officer or a designee of a Responsible Officer, or without instructions if in Bank's discretion such Advances are necessary to meet Obligations which have become due and remain unpaid. Bank shall be entitled to rely on any telephonic notice given by a person who Bank reasonably believes to be a Responsible Officer or a designee thereof, and Borrower shall indemnify and hold Bank harmless for any damages or loss suffered by Bank as a result of such reliance. Bank will credit the amount of Advances made under this Section 2.1(c) to Borrower's deposit account with Bank.

(d) Equipment Advances.

(i) Subject to and upon the terms and conditions of this Agreement, at any time from December 8, 2006 through April 8, 2008, Bank agrees to make advances (each an "Equipment Advance" and, collectively, the "Equipment Advances") to Borrower in an aggregate amount not to exceed the Equipment Line. Each Equipment Advance shall not exceed one hundred percent (100%) of the invoice amount of equipment and software approved by Bank from time to time (which Borrower shall, in any case, have purchased within 90 days of the date of the corresponding Equipment Advance), excluding taxes, insurance, shipping, warranty charges, freight discounts and installation expense. Notwithstanding any of the foregoing, (A) no more than \$400,000 of the Equipment Line may be used to finance software and (B) in the initial Equipment Advance, which Borrower shall request on, or as soon as practicable after, December 8, 2006, Bank will finance Equipment and software purchased by Borrower on or after June 8, 2006.

(ii) Interest shall accrue from the date of each Equipment Advance at the rate specified in Section 2.3, and shall be payable monthly on the first day of each month so long as any Equipment Advances are outstanding. Any Equipment Advances that are outstanding on June 8, 2007, shall be payable in thirty (30) equal monthly installments of principal, plus all accrued interest, beginning on July 1, 2007, and continuing on the same day of each month thereafter until paid in full. Any Equipment Advances that are outstanding on December 31, 2007 (which have not already begun amortizing), shall be payable in twenty-four (24) equal monthly installments of principal, plus all accrued interest, beginning on January 1, 2008, and continuing on the same day of each month thereafter until paid in full. Any Equipment Advances that are outstanding on April 8, 2008 (which have not already begun amortizing), shall be payable in twenty (20) equal monthly installments of principal, plus all accrued interest, beginning on May 1, 2008, and continuing on the same day of each month thereafter through the Equipment Maturity Date, at which time all amounts owing under this Section 2.1(d) shall be immediately due and payable. Equipment Advances, once repaid, may not be reborrowed. Borrower may prepay the Equipment Advances without penalty or premium.

(iii) When Borrower desires to obtain an Equipment Advance, Borrower shall notify Bank (which notice shall be irrevocable) by facsimile transmission to be received no later than 3:00 p.m. Eastern time three (3) Business Days before the day on which the Equipment Advance is to be made. Such notice shall be substantially in the form of Exhibit C. The notice shall be signed by a Responsible Officer or its designee and include a copy of the invoice and proof of payment of such invoice for any Equipment to be financed.

3. Section 2.2 of the Agreement is hereby amended in its entirety to read as follows:

2.2 Overadvances.

(a) If the aggregate amount of the outstanding Advances under the Revolving Line (inclusive of any amounts outstanding under the Letter of Credit Sublimit and the Credit Card Services Sublimit), exceeds the lesser of: (i) the Revolving Line or (ii) the Borrowing Base minus the total amount of Equipment Advances outstanding under the Equipment Line, at any time, then Borrower shall immediately pay to Bank, in cash, the amount of such excess.

(b) If the aggregate amount of the outstanding Advances under Revolving Line B exceeds Revolving Line B at any time, then Borrower shall immediately pay to Bank, in cash, the amount of such excess.

4. Section 2.3(a) of the Agreement is hereby amended in its entirety to read as follows:

(a) Interest Rates.

(i) Advances under Revolving Line. Except as set forth in Section 2.3(b), the Advances under the Revolving Line shall bear interest, on the outstanding daily balance thereof, at a per annum rate equal to two and one quarter of one percent (2.25%) above the Prime Rate in effect from time to time.

(ii) Advances under Revolving Line B. Except as set forth in Section 2.3(b), the Advances under Revolving Line B shall bear interest, on the outstanding daily balance thereof, at a per annum rate equal to one percent (1.00%) above the Prime Rate in effect from time to time.

(iii) Equipment Advances. Except as provided in Section 2.3(b), the Equipment Advances shall bear interest, on the outstanding daily balance thereof, at a per annum rate equal to two and one quarter of one percent (2.25%) above the Prime Rate in effect from time to time.

5. Section 2.3(c) of the Agreement is hereby amended in its entirety to read as follows:

(c) Payments. Interest hereunder shall be due and payable on the first calendar day of each month during the term hereof. Bank shall, at its option, charge such interest, all Bank Expenses, and all Periodic Payments against any of either Borrower's deposit accounts or against the Revolving Line or Revolving Line B, in which case those amounts shall thereafter accrue interest at the rate then applicable hereunder. Bank may also, at its option, charge against the Revolving Line or Revolving Line B, any amounts required in connection with cash management and treasury management services provided by or through Bank, in which case those amounts shall thereafter accrue interest at the rate then applicable hereunder. Any interest not paid when due shall be compounded by becoming a part of the Obligations, and such interest shall thereafter accrue interest at the rate then applicable hereunder. All payments shall be free and clear of any taxes, withholdings, duties, impositions or other charges, to the end that Bank will receive the entire amount of any Obligations payable hereunder, regardless of source of payment.

6. The Agreement is hereby amended by inserting a new Section 2.7 to read as follows:

2.7 Lockbox.

(a) Borrower shall direct all customers to mail or deliver all checks or other forms of payment for amounts owing to Borrower to a post office box designated by Bank (the "Lockbox"), over which Bank shall have exclusive and unrestricted access. Prior to December 15, 2008, Borrower shall open the Lockbox, and thereafter Borrower shall at all times maintain the Lockbox with Bank in accordance with the terms hereof. All funds received by Borrower from any source shall immediately be directed to the Lockbox. Bank shall collect the mail delivered to such post office box, open such mail, and endorse and credit all items to the Lockbox. Borrower shall hold in trust for Bank all amounts that Borrower receives despite the directions to make payments to the post office box or Lockbox, and immediately deliver such payments to Bank in their original form as received from the customer, with proper endorsements for processing through the Lockbox. Except as set forth in Section 2.7(c) below, Borrower irrevocably authorizes Bank to transfer to the Lockbox any funds that have been deposited into any other accounts or that Bank has received by wire transfer, check, cash, or otherwise. Borrower shall not establish or maintain any accounts with any Person other than Bank except for accounts opened in the ordinary course of business from which all funds are transferred on a daily basis to the Lockbox.

(b) All funds flowing through the Lockbox shall automatically be transferred into a cash collateral account at Bank in Borrower's name (the "Lockbox Account"), over which Bank shall have exclusive and unrestricted access. Bank shall have all right, title and interest in all of the items from time to time flowing through the Lockbox and/or held in the Lockbox Account and their proceeds. Neither Borrower nor any Person claiming through Borrower shall have any right or control over the use of, or any right to withdraw any amount from, the Lockbox and/or the Lockbox Account, each of which shall be under the sole control of Bank. Borrower shall direct all customers or other persons owing money to Borrower who make payments by electronic transfer of funds to wire such funds directly to the Lockbox Account.

(c) Borrower has opened an operating account or operating accounts at Bank (collectively, the "Operating Account"), and, so long as no Event of Default has occurred which is continuing, any amounts in the Lockbox Account shall be transferred by Bank once each Business Day to the Operating Account. During the continuance of an Event of Default, Bank may apply all or any part of the amounts in the Lockbox Account to the Obligations as Bank may determine in its sole discretion.

7. The Agreement is hereby amended by inserting a new Section 4.4 to read as follows:

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4.4 Cash Collateral. As additional cash collateral for the Obligations, Borrower has deposited in money market account number 1892864198 maintained with Bank, an amount not less than the Required Cash Balance (the "Cash Collateral Account"). Without limiting the other Liens of Bank granted under the Loan Documents, Borrower hereby pledges and grants to Bank a continuing Lien and security interest in, to and under all securities, deposit and money market account(s) maintained with, and all certificates of deposit issued by, Bank from time to time, including without limitation account number 1892864198, and all money, financial assets, investment property, instruments or other property contained in such accounts, related thereto or payable in connection therewith, including without limitation, all investment property, financial assets, instruments or other property at any time held or maintained in such account, together with all investment property, financial assets, instruments or other property at any time substituted therefor or for any part thereof, and all interest, dividends, increases, profits, new investment property, financial assets, instruments or other property and or other increments, distributions or rights of any kind received on account of any of the foregoing, and all other income received in connection therewith and all products or proceeds thereof, whether cash or non-cash proceeds (the "Cash Collateral"). Bank shall retain control over the Cash Collateral and any such additional specific cash collateral to secure the Obligations until all Obligations have been satisfied in full and Bank no longer has any obligation to make Credit Extensions. Borrower hereby authorizes Bank to place restrictions on Borrower's ability to withdraw amounts from accounts holding the Cash Collateral in order to ensure that such Required Cash Balance is maintained in the Cash Collateral Account, and Borrower specifically authorizes Bank to decline to honor any drafts thereon or any request by Borrower or any other Person to pay or otherwise transfer any part of such balances, in order to ensure that the Required Cash Balance is maintained in the Cash Collateral Account, for so long as the Advances, Equipment Advances or any other Obligations are outstanding or Bank has any obligation to make Credit Extensions. Prior to the maturity of any Cash Collateral held by Bank pursuant hereto, Borrower and Bank shall agree upon a security or instrument similar in form, quality, and substance to the original Cash Collateral in which the proceeds of the Cash Collateral can be reinvested on maturity. Upon maturity of any of the Cash Collateral in accordance with its terms, or in the event the Cash Collateral otherwise becomes payable during the term of this Agreement, such maturing Cash Collateral may be presented for payment, exchange, or otherwise marketed by Bank on behalf of Borrower and the proceeds therefrom used to purchase the security or instrument agreed to by Borrower and Bank in accordance with the immediately preceding sentence. If no agreement has been made, such proceeds shall be placed into an interest bearing account offered by the financial institution that issued the original Cash Collateral in which Bank has a security interest until such time as an agreement as to the security replacing the original Cash Collateral can be reached. Bank may retain any such successor collateral and the proceeds therefrom as Collateral in accordance with the terms of this Agreement.

8. Section 6.2 of the Agreement is hereby amended by replacing clause (ii) thereof with the following: "(ii) as soon as available, but in any event within one hundred twenty (120) days after the end of Borrower's fiscal year, audited consolidated and consolidating financial statements of Borrower prepared in accordance with GAAP, consistently applied, together with an opinion which is unqualified or otherwise consented to in writing by Bank on such financial statements of an independent certified public accounting firm reasonably acceptable to Bank (provided that Borrower's audited financial statements for the fiscal year ending June 30, 2008 shall be delivered on or before December 15, 2008;")

9. Section 6.2 of the Agreement is hereby amended by replacing paragraph (a) thereof with the following:

(a) In addition to any Borrowing Base Certificates required under Section 2.1(b) hereof, within thirty (30) days after the last day of each month, Borrower shall deliver to Bank a Borrowing Base Certificate signed by a Responsible Officer in substantially the form of Exhibit E hereto, setting forth in detail reasonably satisfactory to Bank financial information for calculating



the Borrowing Base as of the last day of such calendar month, together with (i) aged listings by invoice date of accounts receivable and accounts payable, (ii) subscription contract agings, and (iii) cash flows under all subscription license agreements for such calendar month.

10. Section 6.6 of the Agreement is hereby amended in its entirety to read as follows:

6.6 Accounts. Borrower shall maintain all its depository, operating and cash management accounts with Bank.

11. Section 6.11 of the Agreement is hereby amended in its entirety to read as follows:

6.11 Financial Covenants. Borrower shall at all times maintain the following financial ratios and covenants:

(a) Minimum New Bookings. As of the last day of each Measurement Period set forth in the table below, Borrower shall have obtained New Bookings on a consolidated basis during such Measurement Period, equal to or greater than the Minimum Amount set forth in the table for such period:

Measurement Period	Minimum Amount
One Quarter Ending 09/30/2008	\$718,000
Two Quarters Ending 12/31/2008	\$1,581,000
Three Quarters Ending 3/31/2009	\$2,461,000
Four Quarters Ending 6/30/2009	\$3,360,000
Subsequent Periods	To be set by Bank based on Borrower's annual projections and budget delivered pursuant to Section 6.2 hereof, which shall be satisfactory to Bank.

(b) Cash Burn. As of the last day of each calendar month, including the Measurement Periods set forth in the table below, Borrower's Cash Burn shall not exceed the amount set forth in the table below for such period (the "Maximum Amount").

Measurement Period	Maximum Amount
One month ending 10/31/08	\$428,000
Two months ending 11/30/2008	\$801,000
Three months ending 12/31/2008	\$632,000
Four months ending 01/31/2009	\$1,293,000
Five months ending 02/28/2009	\$1,193,000
Six months ending 03/31/2009	\$940,000
Six months ending 04/30/2009	\$596,000
Six months ending 05/31/2009	\$578,000
Six months ending 06/30/2009	(\$307,000)*
Subsequent Periods	To be set by Bank based on Borrower's annual projections and budget delivered pursuant to Section 6.2 hereof, which shall be satisfactory to Bank.

\* Indicates positive cash flow for such period.

(c) Minimum Cash Collateral. At all times, Borrower shall maintain cash or cash equivalents (which shall be unrestricted except for any restrictions in favor of Bank) in the Cash Collateral Account in an amount not less than the Required Cash Balance. So long as no Event of Default has occurred and is continuing, upon the request of Borrower, the parties will use

good faith efforts to agree upon a security or instrument maintained with Bank similar in form, quality, and substance to the original Cash Collateral Account in which the proceeds of the Cash Collateral can be reinvested. In connection with such reinvestment, Borrower shall execute such documents and instruments and take such actions as Bank may reasonably request.

(d) New Equity or Subordinated Debt. On or before November 14, 2008, Borrower shall receive net cash proceeds in an amount not less than Two Million Dollars (\$2,000,000) from the sale and issuance of its equity securities or convertible Subordinated Debt, on terms reasonably satisfactory to Bank, in one or more closings occurring on or after October 31, 2008.

12. Section 9.4 of the Agreement is hereby amended by replacing the words "Revolving Line" with "Revolving Line or Revolving Line B".

13. Exhibit D to the Agreement is hereby amended and replaced by Exhibit D attached hereto.

14. Exhibit E to the Agreement is hereby amended and replaced by Exhibit E attached hereto.

15. Borrower has notified Bank that certain Events of Default exist under the Agreement arising from: Borrower's failure to comply with Section 6.2 by failing to deliver its audited annual financial statements for the fiscal year ending June 30, 2008 within 120 days of the fiscal year end, and its failure to deliver timely its financial and business projections and budget for fiscal year 2009 (the "Existing Defaults"). Bank hereby waives Borrower the Existing Defaults. Bank does not waive any other failure by Borrower to perform its Obligations under the Loan Documents, and Bank does not waive any obligations Borrower may have under the Agreement, including without limitation Section 6.2 thereof, other than as expressly set forth above. This waiver is not a continuing waiver with respect to any failure to perform any Obligation after the date hereof.

16. No course of dealing on the part of Bank or its officers, nor any failure or delay in the exercise of any right by Bank, shall operate as a waiver thereof, and any single or partial exercise of any such right shall not preclude any later exercise of any such right. Bank's failure at any time to require strict performance by Borrower of any provision shall not affect any right of Bank thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Bank.

17. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Borrower ratifies and reaffirms the continuing effectiveness of all promissory notes, guaranties, security agreements, mortgages, deeds of trust, environmental agreements, and all other instruments, documents and agreements entered into in connection with the Agreement.

18. Borrower represents and warrants that the Representations and Warranties contained in the Agreement are true and correct as of the date of this Amendment, and that no Event of Default has occurred and is continuing.

19. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

20. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:

(a) this Amendment, duly executed by Borrower;

(b) the Consent, dated as of the date hereof, duly executed by Borrower;

(c) On or before November 14, 2008, Borrower shall receive net cash proceeds in an amount not less than Two Million Dollars (\$2,000,000) from the sale and issuance of its equity securities or convertible Subordinated Debt, on terms reasonably satisfactory to Bank, in one or more closings occurring on or after October 31, 2008;

(d) an affirmation of subordination agreement executed by each holder of Subordinated Debt;

(e) Corporate Resolutions and Incumbency Certification;

(f) an agreement to furnish insurance;

(g) itemized disbursement instructions;

(h) a nonrefundable facility fee equal to \$2,500 plus an amount equal to all Bank Expenses incurred through the date of this Amendment; and

(i) such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

*[Remainder of Page Left Blank]*

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

SUPPLYSCAPE CORPORATION

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

Title: \_\_\_\_\_

COMERICA BANK

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

Title: \_\_\_\_\_

**EXHIBIT D**

**COMPLIANCE CERTIFICATE**

TO: COMERICA BANK

FROM: SUPPLYSCAPE CORPORATION

The undersigned authorized officer of SupplyScape Corporation hereby certifies that in accordance with the terms and conditions of the Loan and Security Agreement between Borrower and Bank (the "Agreement"), (i) Borrower is in complete compliance for the period ending \_\_\_\_\_ with all required covenants except as noted below and (ii) all representations and warranties of Borrower stated in the Agreement are true and correct as of the date hereof. Attached herewith are the required documents supporting the above certification. The Officer further certifies that these are prepared in accordance with Generally Accepted Accounting Principles (GAAP) and are consistently applied from one period to the next except as explained in an accompanying letter or footnotes.

Please indicate compliance status by circling Yes/No under "Complies" column.

<u>Reporting Covenant</u>	<u>Required</u>	<u>Complies</u>	
Monthly financial statements	Monthly within 30 days	Yes	No
Annual (CPA Audited)	FYE within 120 days*	Yes	No
A/R, A/P and Subscription Contract Agings	Monthly within 30 days	Yes	No
Compliance Cert. and Borrowing Base Cert. 10K and 10Q	Monthly within 30 days (as applicable)	Yes	No
Board-Approved Budget and Projections	FYE (June 30)	Yes	No
Total amount of Borrower's cash and investments	Amount: \$ _____	Yes	No
Total amount of Borrower's cash and investments maintained with Bank	Amount: \$ _____**	Yes	No

<u>Financial Covenants</u>	<u>Required</u>	<u>Actual</u>	<u>Complies</u>	
Minimum Cash Collateral	\$1,000,000	\$ _____	Yes	No
New Equity/ Subordinated Debt	\$2,000,000 by 11/14/08	\$ _____	Yes	No
Measured on a Quarterly Basis:				
Minimum New Bookings	\$ _____***	\$ _____	Yes	No
Measured on a Monthly Basis:				
Maximum Cash Burn	\$ _____****	\$ _____	Yes	No

\* December 15, 2008 for FYE 6/30/2008

\*\* 100% required at Comerica Bank

\*\*\* See Section 6.11(a)

\*\*\*\* See Section 6.11(b)

Comments Regarding Exceptions: See Attached.

Sincerely,

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

<b>BANK USE ONLY</b>	
Received by: _____	AUTHORIZED SIGNER
Date: _____	
Verified: _____	AUTHORIZED SIGNER
Date: _____	
Compliance Status	Yes No

**EXHIBIT E**

**BORROWING BASE CERTIFICATE**

(See Attached)

**Corporation Resolutions and Incumbency Certification**  
**Authority to Procure Loans**

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I certify that I am the duly elected and qualified Secretary of SUPPLYSCAPE CORPORATION, a Delaware corporation (the "Corporation"); that the following is a true and correct copy of resolutions duly adopted by the Board of Directors of the Corporation in accordance with its bylaws and applicable statutes.

**Copy of Resolutions:**

Be it Resolved, That:

1. Any one (1) of the following \_\_\_\_\_ (insert titles only) of the Corporation are/is authorized, for, on behalf of, and in the name of the Corporation to:
  - (a) Negotiate and procure loans, letters of credit and other credit or financial accommodations from Comerica Bank ("Bank"), a Texas banking association, including, without limitation, that certain Loan and Security Agreement between Borrower and Bank dated as of July 27, 2005, as amended from time to time, including by the First Amendment to Loan and Security Agreement dated as of December 8, 2006, the Second Amendment to Loan and Security Agreement dated as of December 20, 2007, and the Third Amendment to Loan and Security Agreement dated as of November \_\_, 2008, each as may subsequently be amended from time to time.
  - (b) Discount with the Bank, commercial or other business paper belonging to the Corporation made or drawn by or upon third parties, without limit as to amount;
  - (c) Purchase, sell, exchange, assign, endorse for transfer and/or deliver certificates and/or instruments representing stocks, bonds, evidences of Indebtedness or other securities owned by the Corporation, whether or not registered in the name of the Corporation;
  - (d) Give security for any liabilities of the Corporation to the Bank by grant, security interest, assignment, lien, deed of trust or mortgage upon any real or personal property, tangible or intangible of the Corporation;
  - (e) Issue a warrant or warrants to purchase capital stock of the Corporation;
  - (f) Execute and deliver in form and content as may be required by the Bank any and all notes, evidences of Indebtedness, applications for letters of credit, guaranties, subordination agreements, loan and security agreements, financing statements, assignments, liens, deeds of trust, mortgages, trust receipts and other agreements, instruments or documents to carry out the purposes of these Resolutions, any or all of which may relate to all or to substantially all of the Corporation's property and assets.
2. Said Bank be and it is authorized and directed to pay the proceeds of any such loans or discounts as directed by the persons so authorized to sign, whether so payable to the order of any of said persons in their individual capacities or not, and whether such proceeds are deposited to the individual credit of any of said persons or not;
3. Any and all agreements, instruments and documents previously executed and acts and things previously done to carry out the purposes of these Resolutions are ratified, confirmed and approved as the act or acts of the Corporation.
4. These Resolutions shall continue in force, and the Bank may consider the holders of said offices and their signatures to be and continue to be as set forth in a certified copy of these Resolutions delivered to the Bank, until notice to the contrary in writing is duly served on the Bank (such notice to have no effect on any action previously taken by the Bank in reliance on these Resolutions).

5. Any person, corporation or other legal entity dealing with the Bank may rely upon a certificate signed by an officer of the Bank to effect that these Resolutions and any agreement, instrument or document executed pursuant to them are still in full force and effect and binding upon the Corporation.
6. The Bank may consider the holders of the offices of the Corporation and their signatures, respectively, to be and continue to be as set forth in the Certificate of the Secretary of the Corporation until notice to the contrary in writing is duly served on the Bank.

I further certify that the above Resolutions are in full force and effect as of the date of this Certificate; that these Resolutions and any borrowings or financial accommodations under these Resolutions have been properly noted in the corporate books and records, and have not been rescinded, annulled, revoked or modified; that neither the foregoing Resolutions nor any actions to be taken pursuant to them are or will be in contravention of any provision of the certificate of incorporation or bylaws of the Corporation or of any agreement, indenture or other instrument to which the Corporation is a party or by which it is bound; and that neither the certificate of incorporation nor bylaws of the Corporation nor any agreement, indenture or other instrument to which the Corporation is a party or by which it is bound require the vote or consent of stockholders of the Corporation to authorize any act, matter or thing described in the foregoing Resolutions.

I further certify that the following named persons have been duly elected to the offices set opposite their respective names, that they continue to hold these offices at the present time, and that the signatures which appear below are the genuine, original signatures of each respectively:

**(PLEASE SUPPLY GENUINE SIGNATURES OF AUTHORIZED SIGNERS BELOW)**

NAME (Type or Print)	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

In Witness Whereof, I have affixed my name as Secretary and have caused the corporate seal (where available) of said Corporation to be affixed on November \_\_, 2008.

\_\_\_\_\_  
Secretary

The Above Statements are Correct.

\_\_\_\_\_  
SIGNATURE OF OFFICER OR DIRECTOR OR, IF NONE, A SHAREHOLDER OTHER THAN SECRETARY WHEN SECRETARY IS AUTHORIZED TO SIGN ALONE.

**Failure to complete the above when the Secretary is authorized to sign alone shall constitute a certification by the Secretary that the Secretary is the sole Shareholder, Director and Officer of the Corporation.**



**COMERICA BANK  
Member FDIC**

**ITEMIZATION OF AMOUNT FINANCED  
DISBURSEMENT INSTRUCTIONS  
(Revolving Line B)**

Name(s): SUPPLYSCAPE CORPORATION

Date: November \_\_, 2008

\$1,000,000.00 credited to \_\_\_\_\_ when Advances are requested by Borrower

Amounts paid to others on your behalf:

\$

\$

\$ to \_\_\_\_\_

\$ to \_\_\_\_\_

\$1,000,000.00 TOTAL (AMOUNT FINANCED)

Upon consummation of this transaction, this document will also serve as the authorization for Comerica Bank to disburse the loan proceeds as stated above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

FOURTH AMENDMENT AND WAIVER  
TO LOAN AND SECURITY AGREEMENT

This Fourth Amendment and Waiver to Loan and Security Agreement is entered into as of May 28, 2009 (this "Amendment"), by and between COMERICA BANK ("Bank") and SUPPLYSCAPE CORPORATION, a Delaware corporation ("Borrower").

RECITALS

Borrower and Bank are parties to that certain Loan and Security Agreement dated as of July 27, 2005, as amended by that certain First Amendment to Loan and Security Agreement dated as of December 8, 2006 that certain Second Amendment to Loan and Security Agreement dated as of December 20, 2007 and that certain Third Amendment to Loan and Security Agreement dated as of November 17, 2008 (as amended from time to time, the "Agreement"). The parties desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. Exhibit A of the Agreement is hereby amended to add or amend the following defined terms to read as follows:

"Borrowing Base Cap" means, as at any particular time of determination, the amount equal to \$1,496,762 minus the aggregate amount of all payments made on or after the Fourth Amendment Closing Date, whether scheduled or unscheduled, voluntary or mandatory, on account of the Equipment Advances, minus the aggregate amount of all reductions to the Revolving Line pursuant to Section 2.1(b)(iv) hereof.

"Cash Burn" means, for any period of determination, an amount equal to the prior period's ending Cash, minus the current period's ending Cash, minus the amount of any increases to Cash as a result of borrowings (other than financed capital leases), and minus the amount of any increases to Cash attributable to proceeds from paid-in-capital or the sale or issuance of equity interests or the exercise of stock options, warrants or the like; provided that (a) the amount of any principal repayments of (i) existing Indebtedness to Bank, and (ii) Subordinated Debt, to the extent permitted hereunder and under the terms of the applicable subordination agreement, and (b) the reclassification of unrestricted cash as restricted cash in connection with the pledge of such cash to Bank under the Third Amendment and Fourth Amendment, shall not be deducted for purposes of calculating Cash Burn.

"Collateral" means the property described on Exhibit B attached hereto and all Negotiable Collateral and all Intellectual Property to the extent not described on Exhibit B, except to the extent any such property (i) is nonassignable by its terms without the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406 and 9408 of the Code), or (ii) the granting of a security interest therein is contrary to applicable law, provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Collateral; provided that in no case shall the definition of "Collateral" exclude any Accounts, proceeds of the disposition of any property, or general intangibles consisting of rights to payment.

"Fourth Amendment" means that certain Fourth Amendment and Waiver to Loan and Security Agreement dated as of May 28, 2009 by and between Borrower and Bank.

"Fourth Amendment Closing Date" means May 28, 2009.

"Required Cash Balance" means One Million One Hundred Thousand Dollars (\$1,100,000).

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"Revolving Line" means a Credit Extension of up to One Million One Hundred Eighty Six Thousand Five Hundred Thirty Four Dollars (\$1,186,534) (inclusive of any amounts outstanding under the Letter of Credit Sublimit and the Credit Card Services Sublimit), subject to automatic reduction from time to time pursuant to Section 2.1(b)(iv).

"Revolving Line B" means a Credit Extension of up to One Million One Hundred Thousand Dollars (\$1,100,000).

"Revolving Maturity Date" means February 1, 2010.

2. Section 2.1(b)(iv) of the Agreement is hereby amended in its entirety to read as follows:

(iv) Automatic Reductions to Revolving Line. Notwithstanding anything to the contrary contained herein or in the other Loan Documents, the Revolving Line shall be automatically and permanently reduced: (A) by an amount equal to \$111,111.00 on the first day of each calendar month (other than August 1, 2009, September 1, 2009 and October 1, 2009), commencing with December 1, 2008, (B) by an amount equal to \$194,444.00 on each of August 1, 2009, September 1, 2009 and October 1, 2009, and (C) by the amount of any payments or prepayments required pursuant to Section 2.1(b)(iii) as and when due.

3. Section 6.2 of the Agreement is hereby amended by inserting a new paragraph (e) to read as follows:

(e) Within thirty (30) days of the last day of each fiscal quarter, Borrower shall deliver to Bank a report signed by Borrower, in form reasonably acceptable to Bank, listing any applications or registrations that Borrower has made or filed in respect of any Patents, Copyrights or Trademarks and the status of any outstanding applications or registrations, as well as any material change in Borrower's Intellectual Property, including but not limited to any subsequent ownership right of Borrower in or to any Trademark, Patent or Copyright not specified in Exhibits A, B, and C of any Intellectual Property Security Agreement delivered to Bank by Borrower in connection with this Agreement.

4. Section 6.7 of the Agreement is hereby amended in its entirety to read as follows:

6.7 Intellectual Property Rights.

(a) Borrower shall register or cause to be registered on an expedited basis (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as the case may be, those registrable intellectual property rights now owned or hereafter developed or acquired by Borrower, to the extent that Borrower, in its reasonable business judgment, deems it appropriate to so protect such intellectual property rights.

(b) Borrower shall promptly give Bank written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any.

(c) Borrower shall (i) give Bank not less than thirty (30) days prior written notice of the filing of any applications or registrations with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed; (ii) prior to the filing of any such applications or registrations, execute such documents as Bank may reasonably request for Bank to maintain its perfection in such intellectual property rights to be registered by Borrower; (iii) upon the request of Bank, either deliver to Bank or file such documents simultaneously with the filing of any such applications or registrations; (iv) upon filing

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any such applications or registrations, promptly provide Bank with a copy of such applications or registrations together with any exhibits, evidence of the filing of any documents requested by Bank to be filed for Bank to maintain the perfection and priority of its security interest in such intellectual property rights, and the date of such filing.

(d) Borrower shall execute and deliver such additional instruments and documents from time to time as Bank shall reasonably request to perfect and maintain the perfection and priority of Bank's security interest in the Intellectual Property.

(e) Borrower shall (i) protect, defend and maintain the validity and enforceability of the trade secrets, Trademarks, Patents and Copyrights, (ii) use commercially reasonable efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Bank in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld.

(f) Bank may audit Borrower's Intellectual Property to confirm compliance with this Section, provided such audit may not occur more often than twice per year, unless an Event of Default has occurred and is continuing. Bank shall have the right, but not the obligation, to take, at Borrower's sole expense, any actions that Borrower is required under this Section to take but which Borrower fails to take, after fifteen (15) days' notice to Borrower. Borrower shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section.

5. Section 6.11(a) of the Agreement is hereby amended in its entirety to read as follows:

(a) Minimum New Bookings. As of the last day of each Measurement Period set forth in the table below, Borrower shall have obtained New Bookings on a consolidated basis during such Measurement Period, equal to or greater than the Minimum Amount set forth in the table for such period:

Measurement Period	Minimum Amount
One Quarter Ending 09/30/2008	\$718,000
Two Quarters Ending 12/31/2008	\$1,581,000
Three Quarters Ending 03/31/2009	\$2,461,000
Four Quarters Ending 06/30/2009	\$3,360,000
Four Quarters Ending 09/30/2009	\$4,820,000
Subsequent Periods	To be set by Bank based on Borrower's annual projections and budget delivered pursuant to Section 6.2 hereof, which shall be reasonably satisfactory to Bank. Covenant levels shall be set no later than August 31 of each year.

*[Remainder of Page Left Blank]*

6. Section 6.11(b) of the Agreement is hereby amended in its entirety to read as follows:

(b) Cash Burn. As of the last day of each calendar month, including the Measurement Periods set forth in the table below, Borrower's Cash Burn shall not exceed the amount set forth in the table below for such period (the "Maximum Amount").

Measurement Period	Maximum Amount
One month ending 10/31/08	\$428,000
Two months ending 11/30/2008	\$801,000
Three months ending 12/31/2008	\$632,000
Four months ending 01/31/2009	\$1,293,000
Five months ending 02/28/2009	\$1,193,000
Six months ending 03/31/2009	\$940,000
Six months ending 04/30/2009	\$596,000
Six months ending 05/31/2009	\$578,000
Six months ending 06/30/2009	\$4,000
Six months ending 07/31/2009	(\$655,000)*
Six months ending 08/31/2009	(\$155,000)*
Six months ending 09/30/2009	\$341,000
Subsequent Periods	To be set by Bank based on Borrower's annual projections and budget delivered pursuant to Section 6.2 hereof, which shall be reasonably satisfactory to Bank. Covenant levels shall be set no later than August 31 of each year.

\* Indicates positive cash flow for such period.

7. Section 9.2 of the Agreement is hereby amended in its entirety to read as follows:

9.2 Power of Attorney. Effective only upon the occurrence and during the continuance of an Event of Default, Borrower hereby irrevocably appoints Bank (and any of Bank's designated officers, or employees) as Borrower's true and lawful attorney to: (a) send requests for verification of Accounts or notify account debtors of Bank's security interest in the Accounts; (b) endorse Borrower's name on any checks or other forms of payment or security that may come into Bank's possession; (c) sign Borrower's name on any invoice or bill of lading relating to any Account, drafts against account debtors, schedules and assignments of Accounts, verifications of Accounts, and notices to account debtors; (d) dispose of any Collateral; (e) make, settle, and adjust all claims under and decisions with respect to Borrower's policies of insurance; (f) settle and adjust disputes and claims respecting the accounts directly with account debtors, for amounts and upon terms which Bank determines to be reasonable; (g) to modify, in its sole discretion, any intellectual property security agreement entered into between Borrower and Bank without first obtaining Borrower's approval of or signature to such modification by amending Exhibits A, B, and C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Borrower before or after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Borrower no longer has or claims to have any right, title or interest; and (h) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Borrower where permitted by law; provided Bank may exercise such power of attorney to sign the name of Borrower on any of the documents described in clauses (g) and (h) above, regardless of whether an Event of Default has occurred. The appointment of Bank as Borrower's attorney in fact, and each and every one of Bank's rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully repaid and performed and Bank's obligation to provide Credit Extensions hereunder is terminated.

8. All references in the Loan Documents (except the Warrant to Purchase Stock dated as of December 20, 2007 issued by Borrower to Bank (the "Warrant")) to Bank's address at 75 East Trimble Road, M/C 4770, San Jose, California 95131, Attn: Manager, shall mean and refer to 39200 Six Mile Road, M/C 7578, Livonia, Michigan 48152, Attn: National Documentation Services. The reference in the Warrant to Bank's address(es) shall mean and refer to Comerica Ventures Incorporated, Attn: Warrant Administrator, 1717 Main Street, 5th Floor, MC 6406, Dallas, Texas 75201; Facsimile No. (214) 462-4459.

9. Exhibit B to the Agreement is hereby amended and replaced by Exhibit B attached hereto.

10. Exhibit D to the Agreement is hereby amended and replaced by Exhibit D attached hereto.

11. Exhibit E to the Agreement is hereby amended and replaced by Exhibit E attached hereto.

12. Borrower acknowledges and agrees that as of the Fourth Amendment Closing Date, the aggregate outstanding principal amount of all Advances under the Revolving Line is \$1,286,534 inclusive of amounts outstanding under the Letter of Credit Sublimit and the Credit Card Services Sublimit. On the Fourth Amendment Closing Date, or as soon as practicable thereafter, Borrower shall repay Advances under the Revolving Line in an amount not less than One Hundred Thousand Dollars (\$100,000), which amount shall be paid from a disbursement under Revolving Line B.

13. Borrower has notified Bank that certain Events of Default exist under the Agreement arising from Borrower's failure to comply with the maximum cash burn covenant of Section 6.11(b) for the periods ending November 30, 2008 and December 31, 2008 (the "Existing Defaults"). Bank hereby waives the Existing Defaults. Bank does not waive any other failure by Borrower to perform its Obligations under the Loan Documents, and Bank does not waive any obligations Borrower may have under the Agreement, including without limitation Section 6.11(b) thereof, other than as expressly set forth above. This waiver is not a continuing waiver with respect to any failure to perform any Obligation after the date hereof.

14. No course of dealing on the part of Bank or its officers, nor any failure or delay in the exercise of any right by Bank, shall operate as a waiver thereof, and any single or partial exercise of any such right shall not preclude any later exercise of any such right. Bank's failure at any time to require strict performance by Borrower of any provision shall not affect any right of Bank thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Bank.

15. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Borrower ratifies and reaffirms the continuing effectiveness of all promissory notes, guaranties, security agreements, mortgages, deeds of trust, environmental agreements, and all other instruments, documents and agreements entered into in connection with the Agreement.

16. Borrower represents and warrants that the representations and warranties contained in the Agreement are true and correct in all material respects as of the date of this Amendment (provided that those representations and warranties expressly referring to another date shall be true and correct in all material respects as of such date; and provided further that the foregoing materiality qualifications shall not apply to representations and warranties that are already qualified by materiality in the text thereof), and that no Event of Default has occurred and is continuing, other than the Existing Defaults waived pursuant to Section 13 above.

17. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

18. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:

- (a) this Amendment, duly executed by Borrower;
- (b) an intellectual property security agreement, duly executed by Borrower;
- (c) a nonrefundable amendment fee equal to \$2,500 plus an amount equal to all Bank Expenses incurred through the date of this Amendment; and
- (d) such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

*[Remainder of Page Left Blank]*

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

SUPPLYSCAPE CORPORATION

By: *J. Vitichich*  
Title: *CFO*

COMERICA BANK

By: *Paula Maxwell*  
Title: *SVP*



**DEBTOR: SUPPLYSCAPE CORPORATION**

**SECURED PARTY: COMERICA BANK**

EXHIBIT A

**COLLATERAL DESCRIPTION ATTACHMENT  
TO UCC NATIONAL FORM FINANCING STATEMENT**

All personal property of SUPPLYSCAPE CORPORATION (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

(a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;

(b) all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;

(c) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;

(d) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and

(e) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions, added by Stats. 1999, c.991 (S.B. 45), Section 35, operative July 1, 2001.

WEST21714542.4  
355281-000008

PAGE 91 OF 171

**TRADEMARK**  
**REEL: 004067 FRAME: 0575**

**DEBTOR: SUPPLYSCAPE CORPORATION**

**SECURED PARTY: COMERICA BANK**

**EXHIBIT B**

**COLLATERAL DESCRIPTION ATTACHMENT TO LOAN AND SECURITY AGREEMENT**

All personal property of SUPPLYSCAPE CORPORATION (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

- (a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;
- (b) all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;
- (c) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;
- (d) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and
- (e) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions, added by Stats. 1999, c.991 (S.B. 45), Section 35, operative July 1, 2001.

**EXHIBIT D**

**COMPLIANCE CERTIFICATE**

TO: COMERICA BANK

FROM: SUPPLYSCAPE CORPORATION

The undersigned authorized officer of SupplyScape Corporation hereby certifies that in accordance with the terms and conditions of the Loan and Security Agreement between Borrower and Bank (the "Agreement"), (i) Borrower is in complete compliance for the period ending \_\_\_\_\_ with all required covenants except as noted below and (ii) all representations and warranties of Borrower stated in the Agreement are true and correct as of the date hereof. Attached herewith are the required documents supporting the above certification. The Officer further certifies that these are prepared in accordance with Generally Accepted Accounting Principles (GAAP) and are consistently applied from one period to the next except as explained in an accompanying letter or footnotes.

Please indicate compliance status by circling Yes/No under "Complies" column.

<u>Reporting Covenant</u>	<u>Required</u>	<u>Complies</u>	
Monthly financial statements	Monthly within 30 days	Yes	No
Annual (CPA Audited)	FYE within 120 days	Yes	No
IP Report	Quarterly within 30 days	Yes	No
A/R, A/P and Subscription Contract Agings	Monthly within 30 days	Yes	No
Compliance Cert. and Borrowing Base Cert.	Monthly within 30 days	Yes	No
10K and 10Q	(as applicable)	Yes	No
Board-Approved Budget and Projections	FYE (June 30)	Yes	No
Total amount of Borrower's cash and investments	Amount: \$ _____		
Total amount of Borrower's cash and investments maintained with Bank	Amount: \$ _____ **	Yes	No

<u>Financial Covenants</u>	<u>Required</u>	<u>Actual</u>	<u>Complies</u>	
Minimum Cash Collateral	\$1,100,000	\$ _____	Yes	No
Measured on a Quarterly Basis:				
Minimum New Bookings	\$ _____ ***	\$ _____	Yes	No
Measured on a Monthly Basis				
Maximum Cash Burn	\$ _____ ****	\$ _____	Yes	No

\*\* 100% required at Comerica Bank

\*\*\* See Section 6.11(a)

\*\*\*\* See Section 6.11(b)

Comments Regarding Exceptions: See Attached.

Sincerely,

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

<b>BANK USE ONLY</b>	
Received by: _____	AUTHORIZED SIGNER
Date: _____	
Verified: _____	AUTHORIZED SIGNER
Date: _____	
Compliance Status	Yes      No

**EXHIBIT E**

**BORROWING BASE CERTIFICATE**

(See Attached)

- 1 -

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355281-000008

PAGE 94 OF 171

**TRADEMARK**  
**REEL: 004067 FRAME: 0578**

**BORROWING BASE CERTIFICATE**

**Borrower:** SUPPLYSCAPE CORPORATION

**Bank:** Comerica Bank  
Technology & Life Sciences Division

**Revolving Line:** \$1,186,534 (subject to reduction)

**Equipment Line:** \$310,227 (as of Fourth Amendment Closing Date)

Reference is made to the Loan and Security Agreement, dated as of July 27, 2005 (as amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), between SupplyScape Corporation and Comerica Bank. For all purposes of this Borrowing Base Certificate, all of the words and expressions used herein which are not defined herein, but which are defined in or by reference in the Loan Agreement, shall have the meanings specified in or by reference in the Loan Agreement.

**PART I. ELIGIBLE ACCOUNTS RECEIVABLE.**

**A. INVOICED ACCOUNTS RECEIVABLE:**

- 1. Invoiced Accounts Receivable Net Book Value as of \_\_, \_\_\_\_: \$ \_\_\_\_\_
- 2. Additions (please explain on reverse): \$ \_\_\_\_\_
- 3. **TOTAL INVOICED ACCOUNTS RECEIVABLE AS OF \_\_\_\_\_: \$ \_\_\_\_\_**

**B. INVOICED ACCOUNTS RECEIVABLE DEDUCTIONS (without duplication):**

The deductions itemized below are to be determined in accordance with the express terms of the definition of the term "**Eligible Accounts Receivable**" set forth in the Loan Agreement:

- 1. Accounts for which invoices for payment have not been duly and properly delivered to the account debtor, all in accordance with Borrower's usual and customary practices. \$ \_\_\_\_\_
- 2. Accounts that the account debtor has failed to pay in full within 90 days of the invoice date. \$ \_\_\_\_\_
- 3. Credit balances over 90 days. \$ \_\_\_\_\_
- 4. Accounts with respect to any account debtor, including all Subsidiaries and Affiliates, 25% of whose Accounts, of all types, the account debtor has failed to pay within 90 days of the invoice date. \$ \_\_\_\_\_
- 5. Accounts with respect to any account debtor, including all Subsidiaries and Affiliates, whose total obligations to Borrower exceed 25% of all Accounts, to the extent all of such obligations to Borrower exceed the aforementioned percentage, except as otherwise approved in writing by Bank. \$ \_\_\_\_\_
- 6. Accounts with respect to which (i) the account debtor disputes liability or makes any claim with respect thereto as to which Bank believes, in its sole discretion, that there may be a basis for dispute (but only to the extent of the amount subject to such dispute or claims), or (ii) the account debtor is subject to any Insolvency Proceeding or becomes insolvent, or goes out of business. \$ \_\_\_\_\_
- 7. Accounts with respect to which Borrower is liable to the account debtor for goods sold or services rendered by the account debtor to Borrower, but only to the extent of any amounts owing to the account debtor against amounts owed to Borrower. \$ \_\_\_\_\_
- 8. Accounts with respect to which the account debtor does not have its principal place of business in the United States, except for Eligible Foreign Accounts. \$ \_\_\_\_\_
- 9. Accounts with respect to which the account debtor is the United States or any department, agency, or instrumentality of the United States. \$ \_\_\_\_\_
- 10. Accounts with respect to which the account debtor is a director, officer, agent, employee or Affiliate of Borrower. \$ \_\_\_\_\_

**BORROWING BASE CERTIFICATE**

- 11. Accounts that are subject to any material terms by reason of which the payment by the account debtor may be conditional. \$ \_\_\_\_\_
- 12. Accounts that have not yet been billed to the account debtor or that relate to deposits (such as good faith deposits) or other property of the account debtor held by Borrower or any Affiliate of Borrower for the performance of services or delivery of goods which Borrower has not yet performed or delivered. \$ \_\_\_\_\_
- 13. Accounts the collection of which are doubtful. \$ \_\_\_\_\_
- 14. Accounts that constitute Eligible Subscription Contract Accounts. \$ \_\_\_\_\_
- 15. Retentions and hold-backs. \$ \_\_\_\_\_
- 16. Accounts that are payable to Borrower in any currency other than U.S. dollars. \$ \_\_\_\_\_
- 17. Accounts over or with respect to which Bank does not have a perfected first-priority security interest. \$ \_\_\_\_\_
- 18. Other (please explain on reverse). \$ \_\_\_\_\_

- 
- 19. **TOTAL ACCOUNTS RECEIVABLE DEDUCTIONS:** \$ \_\_\_\_\_  
(Items #B.1 through #B.18):
  - 20. **ELIGIBLE ACCOUNTS RECEIVABLE** (Item #A.3 minus Item #B.19): \$ \_\_\_\_\_
  - 21. 80% of Eligible Accounts Receivable 80%
  - 22. **LOAN VALUE OF ELIGIBLE ACCOUNTS RECEIVABLE:** \$ \_\_\_\_\_  
(Item #B.21 times Item #B.20):
-

**BORROWING BASE CERTIFICATE**

**PART II. ELIGIBLE SUBSCRIPTION CONTRACT ACCOUNTS.\*\***

**A. ACCOUNTS UNDER SUBSCRIPTION LICENSE AGREEMENTS:**

- 1. Accounts Under Subscription License Agreements Due and Payable Within  
[One / Two] Year(s)\*\*: Net Book Value as of \_\_\_\_\_: \$ \_\_\_\_\_
- 2. Additions (please explain on reverse): \$ \_\_\_\_\_
- 3. **TOTAL ACCOUNTS UNDER SUBSCRIPTION LICENSE AGREEMENTS**  
**AS OF \_\_\_\_\_:** \$ \_\_\_\_\_

**B. SUBSCRIPTION CONTRACT ACCOUNTS RECEIVABLE DEDUCTIONS (without duplication):**

The deductions itemized below are to be determined in accordance with the express terms of the definition of the term "**Eligible Subscription Contract Accounts**" set forth in the Loan Agreement:

- 1. Accounts that the account debtor has failed to pay in full within 90 days of the contractual due date thereof. \$ \_\_\_\_\_
- 2. Accounts with respect to any account debtor, including all Subsidiaries and Affiliates, 25% of whose Accounts the account debtor has failed to pay within 90 days of the invoice date or (as the case may be) the contractual due date thereof. \$ \_\_\_\_\_
- 3. Accounts with respect to any account debtor, including all Subsidiaries and Affiliates, whose total obligations to Borrower exceed 25% of all of Accounts, to the extent all of such obligations to Borrower exceed the aforementioned percentage, except as otherwise approved in writing by Bank. \$ \_\_\_\_\_
- 4. Accounts with respect to which (i) the account debtor disputes liability or makes any claims with respect thereto as to which Bank believes, in its sole discretion, that there may be a basis for dispute (but only to the extent of the amount subject to such dispute or claims), or (ii) the account debtor is subject to any Insolvency Proceeding or becomes insolvent, or goes out of business. \$ \_\_\_\_\_
- 5. Accounts with respect to which Borrower is liable to the account debtor for goods sold or services rendered by the account debtor to Borrower, but only to the extent of any amounts owing to the account debtor against amounts owed to Borrower. \$ \_\_\_\_\_
- 6. Accounts with respect to which the account debtor does not have its principal place of business in the United States, except for Eligible Foreign Accounts. \$ \_\_\_\_\_
- 7. Accounts with respect to which the account debtor is the United States or any department, agency, or instrumentality of the United States. \$ \_\_\_\_\_
- 8. Accounts with respect to which the account debtor is a director, officer, agent, employee or Affiliate of Borrower. \$ \_\_\_\_\_

**BORROWING BASE CERTIFICATE**

- 9. Accounts that are subject to any material terms by reason of which the payment by the account debtor may be conditional. \$ \_\_\_\_\_
  - 10. Accounts the collection of which are doubtful. \$ \_\_\_\_\_
  - 11. Accounts under any subscription license agreement, if and to the extent that such Accounts represent obligations of the account debtor to make payments to Borrower with respect to that portion of any license term thereunder that exceeds three (3) years in duration. \$ \_\_\_\_\_
  - 12. Accounts under any subscription license agreement (i) that has been terminated, cancelled or rescinded, or that is otherwise not in full force and effect, or (ii) if the account debtor thereunder has exercised or attempted to exercise any rights of termination, cancellation or rescission thereunder on account of any default thereunder on the part of Borrower or any breach by Borrower in the performance or observance of any of Borrower's agreements or obligations thereunder. \$ \_\_\_\_\_
  - 13. Accounts that constitute Eligible Accounts Receivable. \$ \_\_\_\_\_
  - 14. Accounts that are payable to Borrower in any currency other than U.S. dollars. \$ \_\_\_\_\_
  - 15. Accounts over or with respect to which Bank does not have a perfected first-priority security interest. \$ \_\_\_\_\_
  - 16. Other (please explain on reverse). \$ \_\_\_\_\_
- 
- 17. **TOTAL SUBSCRIPTION CONTRACT ACCOUNTS RECEIVABLE**  
**DEDUCTIONS:** (Items #B.1 through #B.16): \$ \_\_\_\_\_
  - 18. **ELIGIBLE SUBSCRIPTION CONTRACT ACCOUNTS**  
(Item #A.3 minus Item #B.17): \$ \_\_\_\_\_
  - 19. Applicable Advance Rate for Eligible Subscription Contract Accounts. \_\_\_\_\_ %
  - 20. **LOAN VALUE OF ELIGIBLE SUBSCRIPTION CONTRACT ACCOUNTS:**  
(Item #B.19 times Item #B.18): \$ \_\_\_\_\_
- 

**\*\*REPLICATE PART II WORKSHEET FOR ELIGIBLE SUBSCRIPTION CONTRACT ACCOUNTS (1) DUE AND PAYABLE WITHIN ONE YEAR, AND (2) DUE AND PAYABLE WITHIN TWO YEARS (WITHOUT DUPLICATION OF ACCOUNTS).**



**BORROWING BASE CERTIFICATE**

**PART III. DETERMINATION OF COMBINED FACILITY MAXIMUM AMOUNT.**

**A. BORROWING BASE:**

- 1. LOAN VALUE OF ELIGIBLE ACCOUNTS RECEIVABLE (Item #B.22 of Part I): \$ \_\_\_\_\_
- 2. LOAN VALUE OF ELIGIBLE SUBSCRIPTION CONTRACT ACCOUNTS DUE AND PAYABLE WITHIN ONE YEAR  
(Item B.20 of Part II for One Year Worksheet): \$ \_\_\_\_\_
- 3. LOAN VALUE OF ELIGIBLE SUBSCRIPTION CONTRACT ACCOUNTS DUE AND PAYABLE WITHIN TWO YEARS  
(Item B.20 of Part II for Two Year Worksheet): \$ \_\_\_\_\_
- 4. LOAN VALUE OF ALL ELIGIBLE ACCOUNTS AS OF \_\_\_\_\_, \_\_\_\_\_  
(Sum of Items #A.1, plus #A.2, plus #A.3): \$ \_\_\_\_\_

**B. TOTAL FACILITY AMOUNT OUTSTANDING.**

- 1. Outstanding Amount of All Revolving Line Advances as of \_\_\_\_\_, \_\_\_\_\_. \$ \_\_\_\_\_
- 2. Outstanding Amount Under All Letters of Credit as of \_\_\_\_\_, \_\_\_\_\_. \$ \_\_\_\_\_
- 3. Outstanding Amount Under Credit Card Services as of \_\_\_\_\_, \_\_\_\_\_. \$ \_\_\_\_\_
- 4. Outstanding Amount Under Equipment Line as of \_\_\_\_\_, \_\_\_\_\_. \$ \_\_\_\_\_
- 5. TOTAL FACILITY AMOUNT OUTSTANDING AS OF \_\_\_\_\_, \_\_\_\_\_. \$ \_\_\_\_\_

**C. BALANCES:**

- 1. Maximum Amount of Revolving Line: \$1,186,534
- 2. Maximum Amount of Equipment Line: \$ 310,227
- 3. Aggregate Scheduled Payments to date on Equipment Advances: \$ \_\_\_\_\_ \*
- 4. Aggregate monthly reductions to date to Revolving Line (\$111,111/month, except as specified in Loan Agreement): \$ \_\_\_\_\_ \*
- 5. Aggregate payments required to date under Section 2.1(b)(iii): \$ \_\_\_\_\_ \*
- 6. Aggregate of other voluntary/mandatory payments on Equipment Line: \$ \_\_\_\_\_ \*
- 7. Total Reductions to Date (Sum of Items #C.3 through #C.6): \$ \_\_\_\_\_
- 8. Borrowing Base Cap (\$1,496,762 minus Item #C.7) \$ \_\_\_\_\_
- 9. Maximum Credit Available (the lesser of Item #C.8 or Item #A.4). \$ \_\_\_\_\_
- 10. Total Combined Facility Amount Outstanding (Item #B.5). \$ \_\_\_\_\_

4. COMBINED FACILITY MAXIMUM AMOUNT  
(ITEM #C.9 MINUS ITEM #C.10): \$ \_\_\_\_\_

**BORROWING BASE CERTIFICATE**

The undersigned represents and warrants that the foregoing is true, complete and correct, and that the information reflected in this **Borrowing Base Certificate** complies with the definitions of terms "**Eligible Accounts Receivable**", "**Eligible Subscription Contract Accounts**" and "**Borrowing Base**" and the applicable representations and warranties set forth in the Loan Agreement between the undersigned, SUPPLYSCAPE CORPORATION, a Delaware corporation, and COMERICA BANK.

\* Amounts shown in Item #C.3-#C6 reflect activity from and after May 28, 2009.

Comments:

<b><u>BANK USE ONLY</u></b>	
Rec'd By:	_____
Date:	_____
Reviewed By:	_____
Date:	_____

\_\_\_\_\_  
Authorized Signer

Date: \_\_\_\_\_

Exhibit B

Assignment and Bill of Sale

ASSIGNMENT AND BILL OF SALE

Comerica Bank ("Seller"), for value received and pursuant to the terms and conditions of the Loan Purchase and Sale Agreement (the "Agreement"), dated July 22, 2009, by and among Seller, FirstMark IV, L.P., a Delaware limited partnership ("Parent") and TLI Newco, Inc., a Delaware corporation ("Purchaser"), does hereby sell, assign, transfer and convey to Purchaser all right, title and interest of Seller, and all of Seller's obligations and liabilities, as of July 23, 2009, in and to and under those Loan Documents described on Exhibit A, attached hereto, and made a part hereof for all purposes.

THIS ASSIGNMENT AND BILL OF SALE IS EXECUTED ON AN "AS IS", AND "WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT RECOURSE, WARRANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, OR BY OPERATION OF LAW, EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT.

EXECUTED: July 23, 2009

COMERICA BANK

By: Paula J. Howell  
Name: PAULA J. HOWELL  
Title: SVP

**EXHIBIT A  
LOAN DOCUMENTS**

1. **Loan and Security Agreement, dated July 27, 2005, by and between Seller and SupplyScape Corporation ("Borrower").**
2. **First Amendment to Loan and Security Agreement, dated December 8, 2006, by and between Seller and Borrower.**
3. **Second Amendment to Loan and Security Agreement, dated December 20, 2007, by and between Seller and Borrower.**
4. **Third Amendment to Loan and Security Agreement, dated November 17, 2008, by and between Seller and Borrower.**
5. **Fourth Amendment to Loan and Security Agreement, dated May 28, 2009, by and between Seller and Borrower.**
6. **Subordination Agreement, dated May 1, 2007, by and among Seller, North Bridge Venture Partners V-A, L.P., North Bridge Venture Partners V-B, L.P., Pilot House Ventures Group II, LLC, IDG Ventures Atlantic I, L.P., Bethesda Partners Investment Company – SSI, LLC, Pfizer Ireland Pharmaceuticals, Irish Company Registration No. 79355, and Borrower.**
7. **Subordination Agreement, dated November 17, 2008, by and among Seller, Borrower, and Pfizer International LLC.**
8. **Intellectual Property Security Agreement, dated May 28, 2009, by and between Seller and Borrower.**
9. **United States Patent and Trademark Office Notice of Recordation of Assignment Document, dated May 29, 2009, a copy of which is attached hereto as Exhibit A-1.**
10. **United States Patent and Trademark Office Notice of Recordation of Assignment Document, dated June 2, 2009, a copy of which is attached hereto as Exhibit A-2.**
11. **The Uniform Commercial Code financing statement and the amendments thereto attached hereto as Exhibit A-3.**
12. **A spreadsheet prepared by Seller specifying (a) amounts advanced by Seller to Borrower under the Loan Agreement (as that term is defined in the Agreement), (b) all payments by Borrower to Seller in respect of the Loan (as that term is defined in the Agreement), and (c) other credits and debits affecting the outstanding balance of the Loan due pursuant to the Loan Documents as of the Closing Date (as that term is defined in the Agreement) together with copies of the related advance request and paydown forms and authorizations.**

**EXHIBIT A-1**

**PATENT ASSIGNMENT DOCUMENT**

**TRADEMARK**

**REEL: 004067 FRAME: 0588**

TO: CHARLOTTE X. FU COMPANY: DLA PIPER LLP (US)

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 02, 2009

\*900135105A\*

FTAS

CHARLOTTE X. FU  
DLA PIPER LLP (US)  
2000 UNIVERSITY AVENUE  
EAST PALO ALTO, CA 94303UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENTTHE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF  
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS  
AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER  
REFERENCED BELOW.PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE  
INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA  
PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD  
FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY  
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350.  
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,  
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 05/29/2009

REEL/FRAME: 003996/0257  
NUMBER OF PAGES: 7BRIEF: SECURITY INTEREST  
DOCKET NUMBER: 355281-8ASSIGNOR:  
SUPPLYSCAPE CORPORATIONDOC DATE: 05/28/2009  
CITIZENSHIP: DELAWARE  
ENTITY: CORPORATIONASSIGNEE:  
COMERICA BANK  
39200 SIX MILE ROAD  
M/C 7578  
LIVONIA, MICHIGAN 48152CITIZENSHIP: TEXAS  
ENTITY: BANKING ASSOCIATIONAPPLICATION NUMBER: 78719895  
REGISTRATION NUMBER: 3224213FILING DATE: 09/23/2005  
ISSUE DATE: 04/03/2007MARK: SUPPLYSCAPE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

TO:CHARLOTTE X. FU COMPANY:DLA PIPER LLP (US)

003996/0257 PAGE 2

APPLICATION NUMBER: 78719894  
REGISTRATION NUMBER: 3135814FILING DATE: 09/23/2005  
ISSUE DATE: 08/29/2006MARK: SUPPLYSCAPE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORMLAZENA MARTIN, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION



TO:CHARLOTTE X. FU COMPANY:DLA PIPER LLP (US)

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.105/29/2009  
900135105

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUPPLYSCAPE CORPORATION		05/28/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 Six Mile Road		
Internal Address:	M/C 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3224213	SUPPLYSCAPE	
Registration Number:	3135814	SUPPLYSCAPE	
CORRESPONDENCE DATA			
Fax Number:	(650)833-2001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	850-833-2247		
Email:	charlotte.fu@dlapiper.com		
Correspondent Name:	Charlotte X. Fu		
Address Line 1:	DLA Piper LLP (US)		
Address Line 2:	2000 University Avenue		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		
ATTORNEY DOCKET NUMBER:	355281-8		
NAME OF SUBMITTER:	Charlotte X. Fu		

CH \$65.00 3224213

TO: CHARLOTTE X. FU COMPANY: DLA PIPER LLP (US)

Signature:	/s/ Charlotte X. Fu
Date:	05/29/2009
Total Attachments: 5 source=Comerica_Supplyscape IP Agmt_5.28.2009#page1.tif source=Comerica_Supplyscape IP Agmt_5.28.2009#page2.tif source=Comerica_Supplyscape IP Agmt_5.28.2009#page3.tif source=Comerica_Supplyscape IP Agmt_5.28.2009#page4.tif source=Comerica_Supplyscape IP Agmt_5.28.2009#page5.tif	

TO:CHARLOTTE X. FU COMPANY:DLA PIPER LLP (US)

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 29, 2009

\*500872047\*

PTAS

CHARLOTTE X. FU  
DLA PIPER LLP (US)  
2000 UNIVERSITY AVENUE  
EAST PALO ALTO, CA 94303UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENTTHE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF  
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AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER  
REFERENCED BELOW.PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE  
INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA  
PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD  
FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY  
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350.  
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,  
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 05/29/2009

REEL/FRAME: 022752/0036  
NUMBER OF PAGES: 7BRIEF: SECURITY AGREEMENT  
DOCKET NUMBER: 355281-8

## ASSIGNOR:

SUPPLYSCAPE CORPORATION

DOC DATE: 05/28/2009

## ASSIGNEE:

COMERICA BANK  
39200 SIX MILE ROAD  
M/C 7578  
LIVONIA, MICHIGAN 48152

SERIAL NUMBER: 10989956

FILING DATE: 11/16/2004

PATENT NUMBER:

ISSUE DATE:

TITLE: ELECTRONIC CHAIN OF CUSTODY METHOD AND SYSTEM

SERIAL NUMBER: 11612046

FILING DATE: 12/18/2006

PATENT NUMBER:

ISSUE DATE:

TITLE: METHOD AND SYSTEM FOR COMPRESSION OF STRUCTURED TEXTUAL DOCUMENTS

TO:CHARLOTTE X. FU COMPANY:DLA PIPER LLP (US)

022752/0036 PAGE 2

KIMBERLY WHITE, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION

TO:CHARLOTTE X. FU COMPANY:DLA PIPER LLP (US)

## PATENT ASSIGNMENT

Electronic Version v1.1

05/29/2009

Stylesheet Version v1.1

500872047

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SUPPLYSCAPE CORPORATION	05/28/2009
RECEIVING PARTY DATA	
Name:	COMERICA BANK
Street Address:	39200 Six Mile Road
Internal Address:	M/C 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	10989956
Application Number:	11612046
CORRESPONDENCE DATA	
Fax Number:	(650)833-2001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650-833-2247
Email:	charlotte.fu@dlapiper.com
Correspondent Name:	Charlotte X. Fu
Address Line 1:	DLA Piper LLP (US)
Address Line 2:	2000 University Avenue
Address Line 4:	East Palo Alto, CALIFORNIA 94303
ATTORNEY DOCKET NUMBER:	355281-8
NAME OF SUBMITTER:	Charlotte X. Fu
Total Attachments: 5 source=Comerica_Suppliescape IP Agmt_5.28.2009#page1.tif	

CH \$80.00 10989956

TO: CHARLOTTE X. FU COMPANY: DLA PIPER LLP (US)

source=Comerica\_Supplyscape IP Agmt\_5.28.2009#page2.tif  
source=Comerica\_Supplyscape IP Agmt\_5.28.2009#page3.tif  
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source=Comerica\_Supplyscape IP Agmt\_5.28.2009#page5.tif

TRADEMARK

REEL: 004067 FRAME: 0596

**EXHIBIT A-2**

**TRADEMARK ASSIGNMENT DOCUMENT**

UNIFORM COMMERCIAL CODE FINANCING STATEMENT AND AMENDMENTS



**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A NAME & PHONE OF CONTACT AT FILER (optional)  
**D L S - 4085565800**

B SEND ACKNOWLEDGMENT TO: (Name and Address)

**COMERICA BANK-San Jose**  
**75 East Trimble Road**  
**MC 4770**  
**San Jose CA 95131**

**0000002729 DE SAC 188247**

DELAWARE DEPARTMENT OF STATE  
 U.C.C. FILING SECTION  
 FILED 10:03 AM 07/29/2005  
 INITIAL FILING NUM: 5239883 3  
 AMENDMENT NUMBER: 0000000  
 SRV: 050627693

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME **SUPPLYSCAPE CORPORATION**

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS **201 BROADWAY, SUITE 201** CITY **CAMBRIDGE** STATE **MA** POSTAL CODE **02139** COUNTRY **USA**

1d. TAX ID #: SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **CORPORATION** 1f. JURISDICTION OF ORGANIZATION **DELAWARE** 1g. ORGANIZATIONAL ID #, if any **3711048**  NONE

2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID #: SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR/S) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME **COMERICA BANK**

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS **75 E. TRIMBLE ROAD, MC 4770** CITY **SAN JOSE** STATE **CA** POSTAL CODE **95131** COUNTRY **USA**

4. This FINANCING STATEMENT covers the following of interest:  
**SEE EXHIBIT A ATTACHED HERETO FOR COLLATERAL DESCRIPTION.**

5. ALTERNATIVE DESIGNATION (if applicable)  LESSOR/LESSOR  CONSIGNEE/CONSIGNOR  SALES/BALOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed (or records) (or records) in the REAL ESTATE RECORDS.  Check to REQUEST SEARCH REPORT (S) on Debtor(s)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
**SUPPLYSCAPE CORPORATION**  
**97307/DE/Sale 07/28/2005**

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV 07/29/98)

Secured Party: Comerica Bank

Debtor: SupplyScape Corporation

EXHIBIT A to UCC Financing Statement

**COLLATERAL DESCRIPTION ATTACHMENT TO UCC FINANCING STATEMENT**

All personal property of Borrower (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

- (a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;
- (b) all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;
- (c) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;
- (d) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable (under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and
- (e) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions, added by Stats. 1999, c.991 (S.B. 45), Section 35, operative July 1, 2001.

Notwithstanding the foregoing, the Collateral shall not include any copyrights, patents, trademarks, servicemarks and applications therefor, now owned or hereafter acquired, or any claims for damages by way of any past, present and future infringement of any of the foregoing (collectively, the "Intellectual Property"); provided, however, that the Collateral shall include all accounts and general intangibles that consist of rights to payment and proceeds from the sale, licensing or disposition of all or any part, or rights in, the foregoing (the "Rights to Payment"). Notwithstanding the foregoing, if a judicial authority (including a U.S. Bankruptcy Court) holds that a security interest in the underlying Intellectual Property is necessary to have a security interest in the Rights to Payment, then the Collateral shall automatically, and effective as of the Closing Date, include the Intellectual Property to the extent necessary to permit perfection of Bank's security interest in the Rights to Payment.

CP 00192 (8/2003)

2

PA110416903  
355281-1

10

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
	9164481397
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
CAL TITLE-SEARCH, INC.	
1005 12TH ST.	
STE E	
SACRAMENTO CA 95814	

DELAWARE DEPARTMENT OF STATE  
U.C.C. FILING SECTION  
FILED 01:19 PM 05/28/2009  
INITIAL FILING # 5239883 3  
AMENDMENT # 2009 1682977  
SRV: 090544943

1a. INITIAL FINANCING STATEMENT FILE # 5239883 3	1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
---	--

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.  
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.  
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  DELETE name: Give record name to be deleted in item 6a or 6b.  ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME COMERICA BANK				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME COMERICA BANK				
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS 39200 SIX MILE ROAD, MAIL CODE 7578	CITY LIVONIA	STATE MI	POSTAL CODE 48152	COUNTRY US
7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION			

8. AMENDMENT (COLLATERAL CHANGE): check only one box.  
Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT  
Comerica Bank

10. OPTIONAL FILER REFERENCE DATA  
DE-SOS

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] 9164481397

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CAL TITLE-SEARCH, INC.  
1005 12TH ST.  
STE E  
  
SACRAMENTO CA 95814

DELAWARE DEPARTMENT OF STATE  
U. C. C. FILING SECTION  
FILED 01:22 PM 05/28/2009  
INITIAL FILING # 5239883 3  
AMENDMENT # 2009 1683066  
SRV: 090545011

1a. INITIAL FINANCING STATEMENT FILE # 1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

5239883 3

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.  
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.  
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  DELETE name: Give record name to be deleted in item 6a or 6b.  ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION

8. AMENDMENT (COLLATERAL CHANGE): check only one box.  
Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

Collateral Description - please see attachment

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT  
Comerica Bank

10. OPTIONAL FILER REFERENCE DATA  
DE-SOS

**DEBTOR: SUPPLYSCAPE CORPORATION**

**SECURED PARTY: COMERICA BANK**

**EXHIBIT A**

**COLLATERAL DESCRIPTION ATTACHMENT  
TO UCC NATIONAL FORM FINANCING STATEMENT**

All personal property of SUPPLYSCAPE CORPORATION (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

(a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;

(b) all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;

(c) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;

(d) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and

(e) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions, added by Stats. 1999, c.991 (S.B. 45), Section 35, operative July 1, 2001.

**TRADEMARK**

**REEL: 004067 FRAME: 0603**

Exhibit C

Letter Agreement

SUPPLYSCAPE CORPORATION  
500 Unicorn Park Drive, Suite 102  
Woburn, MA 01801

July 30, 2009

TLI Newco, Inc.  
c/o Wollmuth Maher & Deutsch LLP  
500 Fifth Avenue, 12<sup>th</sup> Floor  
New York, NY 10110

Re: Acknowledgment of Events of Default and Peaceful Possession Letter

Ladies and Gentlemen:

Reference is made to that certain Loan and Security Agreement, (as amended, modified, restated and/or supplemented, the "Loan Agreement"), dated as of July 27, 2005, by and between SupplyScape Corporation ("Debtor") and Comerica Bank ("Comerica"), which was duly assigned by Comerica to TLI Newco, Inc. ("Secured Party") on July 23, 2009. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement.

Debtor hereby affirms, agrees and acknowledges as follows:

- (i) Events of Default have occurred and are continuing under the Loan Agreement;
- (ii) as of July 21, 2009 there is presently due and owing to Secured Party the principal amount of \$977,642.54\* together with interest, fees, costs, charges and all other amounts provided for in the Loan Agreement (the "Amount Due", which Debtor acknowledges may fluctuate from time to time from and after said date, including as a result of the potential advance described below);
- (iii) the Amount Due excludes all rights with respect to default interest thereunder, all of which rights are reserved;
- (iv) the Amount Due is due and owing without defense, offset or counterclaim of any kind or nature whatsoever;
- (v) pursuant to the Loan Agreement, the Amount Due is secured by a lien and/or security interest in Secured Party's favor in the Collateral;
- (vi) Debtor acknowledges the assignment by Comerica to Secured Party of all of Comerica's rights under the Loan Agreement, acknowledges the validity of such

\* Company acknowledges a principal balance of \$931,332.10 as of June 30 bank statement and has no visibility to the difference with the number in (ii).

assignment and acknowledges that Secured Party is duly vested with all of the rights and obligations of Bank under the Loan Agreement; and

- (vii) the Loan Agreement is and shall continue to be legal, valid and binding obligations and agreements of Debtor enforceable in accordance with its respective terms.

Because of the inability of Debtor to pay and/or perform its indebtedness and/or obligations to Secured Party, Debtor herewith grants to Secured Party all rights of possession in and to all of the Collateral, and hereby delivers possession, custody and control of the Collateral to Secured Party, to be disposed of as Secured Party, in its reasonable discretion, deems advisable and the net proceeds resulting from any sale, license or other disposition thereof shall be paid over to Secured Party for credit against the Amount Due. Debtor consents to any private sale of the Collateral by Secured Party. Secured Party agrees to seek to recover the amount due only from the Collateral, and shall not assert a claim for any deficiency against Debtor. Any net proceeds, if any, remaining after application to the Obligations and the costs and expenses of recovering the Collateral shall be paid over to Debtor.

Debtor represents and warrants (a) that as of July 24, 2009, it held cash proceeds of Collateral totaling \$282,306 (the "July 24 Cash Collateral Balance"), and (b) since July 24, 2009 it has collected cash proceeds of Collateral totaling \$16,946 (the "Interim Cash Collections"). Secured Party hereby releases all of its right, title and interest in and to a total of \$550,000.00 in proceeds of Collateral, inclusive of the July 24 Cash Collateral Balance and the Interim Cash Collections (the "Released Collateral"). To the extent the sum of the July 24 Cash Collateral Balance and the Interim Cash Collections is less than \$550,000.00 as of the close of business on July 30, 2009, Lender shall advance to Debtor one business day after the date of this Agreement an amount equal to the difference between \$550,000.00 and the sum of (i) the July 24 Cash Collateral Balance, and (ii) the Interim Cash Collections, which advance shall become part of the Obligations.

In addition, Lender assumes and agrees to satisfy and discharge an aggregate of not more than \$199,000 of the Debtor's liabilities owed to the following creditors of the Debtor (the "Assumed Payables"):

Corporate Tech  
Iron Mountain  
Nanodesk  
RSA  
Thomson Healthcare  
Thomson Micromedix  
Verizon Business  
Verosity  
Xerox  
Eli Lilly  
Reed Lane  
Patheon  
Dahod Severance



Secured Party releases its security interests and claims against Released Collateral on deposit the Debtor's Operating Account (account number 4180) and Payroll Account (account number 4354). Secured Party agrees to execute and deliver such additional documents and instruments to Comerica Bank or otherwise as may be required to effectuate the waiver of the Secured Party's security interest in the Released Collateral. Debtor shall use the Released Collateral solely to pay the lawful obligations of Debtor, other than the Obligations. The Debtor shall hold in trust for Secured Party and shall deliver to Secured Party promptly all Collateral other than the Released Collateral.

Except for the Released Collateral, all Collateral that comes into the possession, custody or control of Debtor from and after the date hereof, including the proceeds of insurance payable due to loss or damage to Collateral occurring prior to the date hereof, shall promptly be delivered to the Secured Party in kind. Debtor hereby absolutely and irrevocably transfers, conveys, assigns and sets over to Secured Party or its designee all of Debtor's right title and interest in and to that certain account with Comerica Bank ("Comerica"), account number XXX-4755 (the "Lockbox Account"), and hereby authorizes and directs Comerica to transfer title to the Lockbox Account to Secured Party or its designee. Debtor shall execute and deliver such other documents and instruments as may be required to cause the transfer of title to, and control over the Lockbox Account by, Secured Party or its designee. Debtor shall execute and deliver to Secured Party the letter of direction to Comerica annexed hereto as Exhibit A. Debtor hereby transfers and conveys to Secured Party all right, title and interest of Debtor in and to that certain post office box associated with the Lockbox Account (the "Lockbox"), and shall execute and deliver such additional documents and instruments which may be necessary or appropriate in order to vest control over the Lockbox in Secured Party.

Secured Party hereby assumes and agrees to satisfy Debtor's liability for the unpaid severance claims, if any, to the former employees of Debtor set forth on Schedule 1 hereto, limited to the amounts set forth on Schedule 1 (the "Assumed Severance", and together with the Assumed Payables, the "Assumed Liabilities"). Other than the Assumed Liabilities, Secured Party shall have no liability for any debts, liabilities, obligations or claims of or against Debtor.

This letter also serves as an authorization to any employee of Debtor or any third party to grant Secured Party, and Debtor hereby grants Secured Party, full and complete access to any premises where the Collateral is located to allow Secured Party to take possession of any such Collateral in order to enforce Secured Party's rights against and collect the liability due to Secured Party from Debtor. Debtor hereby consents to Secured Party or any buyer of the Collateral offering employment to any present or former employees, officers, directors or contractors of Debtor.

Debtor hereby agrees to execute and deliver to Secured Party such reasonable documents, instruments and agreement as Secured Party may reasonably request in connection with Secured Party's efforts to realize on the Collateral, including any additional documents Comerica may require to cause title to the Lockbox Account to be transferred to and vested in Secured Party or its designee, and to cause control of the Lockbox to be vested in Secured Party or its designee.

Debtor hereby authorizes and directs any customer of Debtor to make payment of any and all amounts due or to become due to Debtor directly to or to the order of Secured Party or its designee, will execute and deliver the letter attached hereto as Exhibit B (the "Customer Letter"), authorizes Secured Party to deliver the Customer Letter to Debtor's customers or account debtors, and authorizes Secured Party to deal directly with such customers or account debtors in connection with the Collateral.

With respect to any open purchase orders which Secured Party desires to assume, Secured Party acknowledges that it will have to make payments thereunder to obtain Debtor's rights with respect thereto and to acquire the goods covered thereby. With respect to goods in transit for which bills of lading have been delivered to Debtor's freight forwarder and to which title had passed to Debtor, Secured Party acknowledges that it will have to make payments thereunder to obtain Debtor's rights with respect thereto and to acquire the goods covered thereby. With respect to certain contracts that constitute part of the Collateral, accounts arising under such contracts may have been paid in advance and Secured Party acknowledges that services must be rendered in order to earn the payments that have been made.

Debtor (a) shall promptly change its name to remove "SupplyScape" from its (and any of its affiliate's) legal names by appropriate legal proceedings in the jurisdiction of its organization and in each jurisdiction where it has registered to do business, (b) except as requested by or agreed to by Secured Creditor in writing, immediately cease all use in commerce of the SupplyScape name and any similar or related trademarks, trade names and URLs, and (c) hereby releases to Secured Party all rights, title and interest in the foregoing (including all goodwill associated therewith) to Secured Party.

Debtor promptly will take or cause to be taken all actions reasonably requested by Secured Party, which are necessary or appropriate in the opinion of the Secured Party to enable Secured Party to enjoy the full benefits of this Agreement.

Debtor shall use best reasonable efforts to cooperate with Secured Party, at Secured Party's request, in endeavoring to obtain promptly all required consents to the transfer to Secured Party of any Collateral that is not assignable without the consent of a third party ("Non-Assignable Collateral"). To the extent permitted by applicable law, in the event consents to the assignment thereof cannot be obtained, such Non-Assignable Collateral shall be held, as of and from the date hereof, by Debtor in trust for Secured Party and the covenants and obligations thereunder shall be performed by Secured Party in Debtor's name and all benefits and obligations existing thereunder shall be for Secured Party's account. Debtor shall take or cause to be taken at Secured Party's expense such actions in its name or otherwise as Secured Party may reasonably request so as to provide Secured Party with the benefits of the Non-Assignable Collateral and to effect collection of money or other consideration that becomes due and payable under the Non-Assignable Collateral, and Debtor shall promptly pay over to Secured Party all money or other consideration received by it in respect of all Non-Assignable Collateral. As of and from the date hereof, Debtor on behalf of itself and its affiliates authorizes Secured Party, to the extent permitted by applicable law and the terms of the Non-Assignable Collateral, at Secured Party's expense, to perform all the obligations and receive all the benefits of Debtor under the Non-Assignable Collateral and appoints Secured Party its attorney-in-fact to act in its

name on its behalf with respect thereto. To the extent that Non-Assignable Collateral or equipment that is the subject of Non-Assignable Collateral is made available to Secured Party pending receipt of all requisite consents to the assignment thereof to Secured Party, and the benefit or use thereof is provided to Secured Party by Debtor, Secured Party agrees to pay (or reimburse to Debtor) all amounts payable by Debtor in respect of such Non-Assignable Collateral for the period that such benefit or use is provided to Secured Party.

Debtor further acknowledges that it has defaulted in the payment and/or performance of its indebtedness and/or obligations to Secured Party and hereby waives and renounces all of its rights to notification pursuant to Part 6 of Article 9 of the UCC, including without limitation its rights under (a) UCC § 9-611 as to the sale, license or other disposition by Secured Party of the Subject Collateral, and (b) UCC § 9-623 regarding waiver of Debtor's right to redeem collateral. Debtor knowingly and intelligently waives any rights it may have to notice and a hearing before a court of competent jurisdiction and consents to Secured Party's entry on the premises where the Subject Collateral is located for the purposes set forth herein.

Debtor hereby irrevocably covenants not to raise any objection, opposition or challenge in connection with Secured Party's proposal, acceptance thereof or otherwise with respect to the Collateral.

DEBTOR HEREBY ACKNOWLEDGES AND AGREES THAT IT HAS NO DEFENSE, COUNTERCLAIM, OFFSET, CROSS COMPLAINT, CLAIM OR DEMAND OF ANY KIND OR NATURE WHATSOEVER THAT CAN BE ASSERTED TO REDUCE OR ELIMINATE ALL OR ANY PART OF ITS LIABILITY TO REPAY THE OBLIGATIONS OR TO SEEK AFFIRMATIVE RELIEF OR DAMAGES OF ANY KIND OR NATURE FROM SECURED PARTY. DEBTOR HEREBY VOLUNTARILY AND KNOWINGLY RELEASES AND FOREVER DISCHARGES SECURED PARTY AND ITS PREDECESSORS, INCLUDING WITHOUT LIMITATION COMERICA BANK, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, TRUSTEES, AFFILIATES, AGENTS, EMPLOYEES, COUNSEL, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ALL POSSIBLE CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES AND LIABILITIES WHATSOEVER, WHETHER KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, SUSPECTED OR UNSUSPECTED, FIXED, CONTINGENT OR CONDITIONAL, OR AT LAW OR IN EQUITY, IN ANY CASE ORIGINATING IN WHOLE OR IN PART ON OR BEFORE THE DATE THIS LETTER IS EXECUTED THAT DEBTOR MAY NOW OR HEREAFTER HAVE AGAINST THE RELEASED PARTIES, IF ANY, IRRESPECTIVE OF WHETHER ANY SUCH CLAIMS ARISE OUT OF CONTRACT, TORT, VIOLATION OF LAW OR REGULATIONS, OR OTHERWISE, AND THAT ARISE FROM ANY LOANS, THE EXERCISE OF ANY RIGHTS AND REMEDIES UNDER THE CREDIT AGREEMENT OR OTHER LOAN DOCUMENTS, AND/OR NEGOTIATION FOR AND EXECUTION OF THIS AMENDMENT, INCLUDING, WITHOUT LIMITATION, ANY CONTRACTING FOR, CHARGING, TAKING, RESERVING, COLLECTING OR RECEIVING INTEREST IN EXCESS OF THE HIGHEST LAWFUL RATE APPLICABLE. DEBTOR WAIVES THE BENEFITS OF ANY LAW, WHICH MAY PROVIDE IN SUBSTANCE: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE

CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH DEBTOR." DEBTOR UNDERSTANDS THAT THE FACTS WHICH IT BELIEVES TO BE TRUE AT THE TIME OF MAKING THE RELEASE PROVIDED FOR HEREIN MAY LATER TURN OUT TO BE DIFFERENT THAN IT NOW BELIEVES, AND THAT INFORMATION WHICH IS NOT KNOWN OR SUSPECTED MAY LATER BE DISCOVERED. DEBTOR ACCEPTS THIS POSSIBILITY, AND DEBTOR ASSUMES THE RISK OF THE FACTS TURNING OUT TO BE DIFFERENT AND NEW INFORMATION BEING DISCOVERED; AND DEBTOR FURTHER AGREES THAT THE RELEASE PROVIDED FOR HEREIN SHALL IN ALL RESPECTS CONTINUE TO BE EFFECTIVE AND NOT SUBJECT TO TERMINATION OR RESCISSION BECAUSE OF ANY DIFFERENCE IN SUCH FACTS OR ANY NEW INFORMATION.

Debtor represents and warrants to Secured Party that it has read and dully understands the terms of effect of this letter agreement. Debtor further acknowledges that it has been represented by legal counsel with respect to the negotiation and execution of this letter agreement and the transactions contemplated hereby, and that Debtor's legal counsel has reviewed this letter prior to its execution by Debtor.

The execution and delivery of this letter has been duly authorized by all necessary corporate action of Debtor and Secured Party, will not violate any law or contract to which either of them are subject, and is the binding obligation of each of them enforceable in accordance with its terms. This agreement is the entire agreement of the parties with respect to the subject matter hereof and may not be waived, amended or modified except by an instrument in writing signed by all parties. Notices under this agreement must be in writing to be effective and may be given by overnight courier, hand delivery or regular mail. This agreement shall be construed and governed by the law of Massachusetts.

Very truly yours,

SUPPLYSCAPE CORPORATION

By: [Signature]  
Name: MARK L. O'NEILL  
Title: President & CEO

Accepted and Agreed:

TLI Newco, Inc.

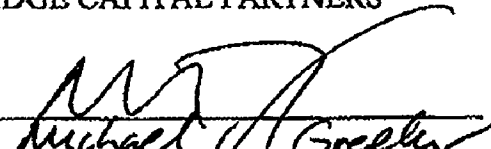
By: [Signature]  
Name: L. P. NEWCO  
Title: CEO

The undersigned investors in SupplyScape Corporation hereby covenant and agree not to assert any claims against Secured Party and/or its predecessors in interest, including without limitation Comerica Bank, and each of their respective shareholders, members, officers, directors, employees, agents, affiliates, counsel, trustees, successor and assigns and any buyer of the Collateral from Secured Party; arising from or in connection with or related to their claims against, or investment in, SupplyScape Corporation.

NORTH BRIDGE VENTURES PARTNERS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FLYBRIDGE CAPITAL PARTNERS

By:   
Name: Michael J. Goelley  
Title: Managing Member

PILOT HOUSE VENTURES

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The undersigned investors in SupplyScape Corporation hereby covenant and agree not to assert any claims against Secured Party and/or its predecessors in interest, including without limitation Comerica Bank, and each of their respective shareholders, members, officers, directors, employees, agents, affiliates, counsel, trustees, successor and assigns and any buyer of the Collateral from Secured Party, arising from or in connection with or related to their claims against, or investment in, SupplyScape Corporation.

NORTH BRIDGE VENTURES PARTNERS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FLYBRIDGE CAPITAL PARTNERS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PILOT HOUSE VENTURES GROUP II, LLC

By:   
Name: MARGARET H LAWRENCE  
Title: MANAGING MEMBER

The undersigned investors in SupplyScape Corporation hereby covenant and agree not to assert any claims against Secured Party and/or its predecessors in interest, including without limitation Comerica Bank, and each of their respective shareholders, members, officers, directors, employees, agents, affiliates, counsel, trustees, successor and assigns and any buyer of the Collateral from Secured Party, arising from or in connection with or related to their claims against, or investment in, SupplyScape Corporation.

North Bridge Venture Partners V-A, L.P.  
By: North Bridge Venture Management V, L.P.  
Its General Partner

NORTH BRIDGE VENTURES PARTNERS

By: NBVM GP, LLC  
Its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: Jeffrey B...  
Manager

FLYBRIDGE CAPITAL PARTNERS

North Bridge Venture Partners V-B, L.P.  
By: North Bridge Venture Management V, L.P.  
Its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: NBVM GP, LLC  
Its General Partner

PILOT HOUSE VENTURES

By: Jeffrey B...  
Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Schedule 1

Name of Employee	Amount of Severance Liability Not to Exceed
Peter Spellman	\$95,000
Lucy Deus	\$56,000
Brian Daleiden	\$34,000
TOTAL	\$185,000



[SUPPLYSCAPE LETTERHEAD]

July 8 2009

Comerica Bank  
100 Federal Street, 28<sup>th</sup> Floor  
Boston, MA 02110

Re: Comerica Bank ("Comerica") loan to SupplyScape Corporation ("Borrower")

Dear Sir or Madam:

Reference is made to that certain Loan and Security Agreement, dated as of June 27, 2005, as amended (the "Loan Agreement"), by and between Comerica and Borrower. Unless otherwise defined in this letter, capitalized terms used herein shall have the meaning set forth in the Loan Agreement.


As you know Comerica has sold the Loan Agreement to TLI Newco, Inc. ("Lender"), which is now the owner and holder of the Loan Agreement and Comerica's rights thereunder, including the Obligations. Borrower has agreed to provide to Lender peaceful possession of the Collateral. As part of that agreement, Borrower has agreed to take any and all actions that are necessary or appropriate in order to transfer to Lender or its designee title to and control over the Lockbox and the Lockbox Account. Borrower hereby authorizes and directs Comerica to transfer title to and control over the Lockbox and the Lockbox Account to Lender or its designee.

Borrower hereby appoints each of Lender and Lawrence D. Lenihan, Jr., its President, as its attorney-in-fact and grants to each of them full power and authority to act on Borrower's behalf to transfer title and control over the Lockbox and the Lockbox Account to Lender or its designee, including, without limitation, the power to execute on Borrower's behalf any and all documents required by Comerica to transfer title and control over the Lockbox and the Lockbox Account to Lender or its designee. The foregoing power of attorney is coupled with an interest and thus irrevocable.

Very truly yours,

SUPPLYSCAPE CORPORATION

By:

  
Mark O'Connell, President & CEO

[SUPPLYSCAPE LETTERHEAD]

July \_\_, 2009

Re: Sale of Business of SupplyScape Corporation ("SupplyScape")

Dear Sir or Madam:

[NAME OF DESIGNEE] (the "Company") has acquired substantially all of the assets of SupplyScape and will be operating the SupplyScape business and performing the obligations of SupplyScape under its agreement with you (the "SupplyScape Agreement").

Please send all payments by you under the SupplyScape Agreement to the Company at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or by wire transfer to the following account:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please call \_\_\_\_\_ at ( ) \_\_\_\_\_ if you have any questions or concerns regarding the Company or its capabilities.

Very truly yours,

SUPPLYSCAPE CORPORATION

By: \_\_\_\_\_  
Mark O'Connell, President & CEO