

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CombineNet, Inc.		01/19/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Advanced Technology Ventures VII, L.P.
Street Address:	1000 Winter Street
Internal Address:	Suite 3700
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451-1148
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Advanced Technology Ventures VII (B), L.P.
Street Address:	1000 Winter Street
Internal Address:	Suite 3700
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451-1148
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Advanced Technology Ventures VII (C), L.P.
Street Address:	1000 Winter Street
Internal Address:	Suite 3700
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451-1148
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	ATV Entrepreneurs VII, L.P.
Street Address:	1000 Winter Street

CH \$315.00 2652523

Internal Address:	Suite 3700
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451-1148
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Advanced Technology Ventures VI, L.P.
Street Address:	1000 Winter Street
Internal Address:	Suite 3700
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451-1148
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	ATV Entrepreneurs VI, L.P.
Street Address:	1000 Winter Street
Internal Address:	Suite 3700
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451-1148
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Apex Investment Fund V, L.P.
Street Address:	225 W. Washington Street
Internal Address:	Suite 1500
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	UPMC
Street Address:	200 Lothrop Street
Internal Address:	Forbes Tower , Suite 11092
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15213
Entity Type:	Non-Profit Corporation: PENNSYLVANIA

Name:	ECC Partners, L.P.
Street Address:	c/o U.S. Small Business Administration, as Receiver for ECC Partners, L.P.

Internal Address:	1100 G Street, NW, Suite 200
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20005
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Revolution Capital, LLC
Street Address:	475 Concar Drive
City:	San Mateo
State/Country:	CALIFORNIA
Postal Code:	94402
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

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

CORRESPONDENCE DATA

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

ATTORNEY DOCKET NUMBER: COMBINENET, INC. -TM

NAME OF SUBMITTER:	George D. Dickos
Signature:	/George D. Dickos/
Date:	01/20/2010
<p>Total Attachments: 32</p> <p>source=CombineNet, Inc#page1.tif source=CombineNet, Inc#page2.tif source=CombineNet, Inc#page3.tif source=CombineNet, Inc#page4.tif source=CombineNet, Inc#page5.tif source=CombineNet, Inc#page6.tif source=CombineNet, Inc#page7.tif source=CombineNet, Inc#page8.tif source=CombineNet, Inc#page9.tif source=CombineNet, Inc#page10.tif source=CombineNet, Inc#page11.tif source=CombineNet, Inc#page12.tif source=CombineNet, Inc#page13.tif source=CombineNet, Inc#page14.tif source=CombineNet, Inc#page15.tif source=CombineNet, Inc#page16.tif source=CombineNet, Inc#page17.tif source=CombineNet, Inc#page18.tif source=CombineNet, Inc#page19.tif source=CombineNet, Inc#page20.tif source=CombineNet, Inc#page21.tif source=CombineNet, Inc#page22.tif source=CombineNet, Inc#page23.tif source=CombineNet, Inc#page24.tif source=CombineNet, Inc#page25.tif source=CombineNet, Inc#page26.tif source=CombineNet, Inc#page27.tif source=CombineNet, Inc#page28.tif source=CombineNet, Inc#page29.tif source=CombineNet, Inc#page30.tif source=CombineNet, Inc#page31.tif source=CombineNet, Inc#page32.tif</p>	

SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of January 19, 2010, is made by CombineNet, Inc., a Delaware corporation (the "Debtor"), in favor of the secured parties listed on the signature pages hereto (each, a "Secured Party" and collectively, the "Secured Parties").

RECITALS

Pursuant to the Secured Bridge Loan Agreement of even date herewith (as amended or restated from time to time, the "Loan Agreement"), among the Debtor and the Secured Parties, the Secured Parties have agreed to make loans to the Debtor, upon the terms and subject to the conditions set forth therein, to be evidenced by secured promissory notes (each, a "Note" and collectively, the "Notes") issued by the Debtor thereunder. It is a condition to the willingness of the Secured Parties to make their loans to the Debtor under the Loan Agreement that the Debtor shall have executed and delivered this Security Agreement to the Secured Parties.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Secured Parties to make loans to the Debtor under the Loan Agreement, the Debtor hereby agrees with the Secured Parties as follows:

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

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

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

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

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

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

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

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

"UCC" means the Uniform Commercial Code.

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

3. Rights of Secured Parties; Limitations on Secured Parties' Liability.

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

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

(b) Notice to Account Debtors. Upon the request of the Secured Parties at any time after the occurrence and during the continuance of an Event of Default, the Debtor shall notify account debtors with respect to the Collateral that the Collateral has been assigned to the Secured Parties and that payments in respect thereof shall be made directly to the Secured Parties. The Secured Parties may at any time, in their own name or in the name of others, communicate with account debtors with respect to the Collateral to verify with them to its satisfaction the existence, amount and terms of any item of Collateral.

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

(d) Trust Account. Upon the occurrence and during the continuance of an Event of Default, the Secured Parties may, in their sole discretion, elect to require the Debtor to establish with the Secured Parties a trust account or lockbox account and to instruct all account debtors to make payments with respect to all items of Collateral directly to such trust account or lockbox account. Following such election, the Debtor will collect all payments due with respect to all items of Collateral as the Secured Parties' collection agent, hold such collections in trust for the Secured Parties without commingling the same with other funds of the Debtor and will promptly, on the day of receipt thereof, transmit such collections to the Secured Parties in the identical form in which they were received by the Debtor, with such endorsements as may be appropriate,

accompanied by a report, in form approved by the Secured Parties, showing the amount of such collections and the cash discounts applicable thereto.

(e) Title to Collateral, Etc. The Debtor represents and warrants to the Secured Party that (i) it has good and marketable title to all of the Collateral, free and clear of all Liens, security interests and adverse interests, except Permitted Liens, (ii) the liens and security interests granted pursuant to this Agreement are first-priority liens and security interests against the Collateral, subject only to Permitted Liens, and (iii) the Debtor's principal place of business is located at Fifteen 27th Street, Pittsburgh, PA 15222.

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

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

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

(c) Maintenance of Records. The Debtor will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including without limitation, a record of all payments received and all credits granted with respect to all items of Collateral. For each Secured Party's further security, the Debtor hereby grants to each Secured Party a security interest in all of the Debtor's books and records pertaining to the Collateral, and upon the occurrence and during the continuance of an Event of Default, the Debtor shall turn over any such books and records to each Secured Party or to their representatives at the request of the Secured Parties.

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

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

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

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

(h) Limitations on Dispositions of Collateral. The Debtor will not sell, transfer, lease or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so, except for those in the ordinary course of business.

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

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

(k) Maintenance of Insurance. The Debtor will maintain, with financially sound and reputable companies, insurance policies (i) insuring the Collateral against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the Secured Parties and (ii) insuring the Debtor against liability for personal injury and property damage relating to such Collateral, such policies to be in such form and amounts and having such coverage as may be reasonably satisfactory to the Secured Parties. All such insurance shall (i) provide that no termination, cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least ten (10) days after receipt by the Secured Parties of written notice thereof and (ii) be reasonably satisfactory in all other respects to the Secured Parties. From time to time upon the request of the Secured Parties, the Debtor shall deliver to each Secured Party insurance policies, certificates or binders as each Secured Party may from time to time reasonably request.

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

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

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

6. Remedies. If an Event of Default shall occur and be continuing, the Secured Parties, upon the election of the holder or holders of at least a majority in principal amount of all Notes then outstanding, may exercise, in addition to all other rights and remedies granted to it in this

Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, the Secured Parties, without demand of performance or other demand, presentment, protest, or notice of any kind (except any notice required by law referred to below) to or upon the Debtor or any other person or entity (all and each of which are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of a Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Secured Parties shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity or redemption in the Debtor, which right or equity is hereby waived or released. The Debtor further agrees, at the Secured Parties' request, to assemble the Collateral and make it available to the Secured Parties at places which the Secured Parties shall reasonably select, whether at the Debtor's premises or elsewhere. The Secured Parties shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Secured Parties may elect, and only after such application and after the payment by the Secured Parties of any other amount required by any provision of law, including, without limitation, Section 9-615 of the Code, need any Secured Party account for the surplus, if any, to the Debtor. To the extent permitted by applicable law, the Debtor waives all claims, damages and demands it may acquire against the Secured Parties arising out of the exercise by the Secured Parties of any of its rights hereunder, provided that such release shall not apply to any claim, damage or demand resulting directly from the gross negligence, actual willful misconduct or bad faith of the Secured Parties. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least seven (7) days before such sale or other disposition. The Debtor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorneys employed by the Secured Parties to collect such deficiency. Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all Debtor's right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the Collateral sold, and shall be a perpetual bar, both at law and in equity, against Debtor, its successors and assigns, and against all persons and entities claiming the Collateral sold or any part thereof under, by or through Debtor, its successors or assigns. Debtor waives, to the fullest extent permitted by law, (i) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshaling of the Collateral or other collateral or security for the Obligations; and (ii) any right to require any Secured Party (A) to proceed against any person or entity, (B) to exhaust any other collateral or security for any of the Obligations, and/or (C) to pursue any remedy in any Secured Party's power.

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

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

9. Action by Secured Parties. Any action authorized or required herein to be undertaken by the Secured Parties as a group shall be undertaken with the approval of the holder or holders of at least a majority in principal amount of all Notes then outstanding.

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

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

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

13. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Debtor and the holder or holders of at least a majority in principal amount of all Notes then outstanding where such amendment applies to all Secured Parties and Notes generally; any amendment made solely with respect to one Secured Party or Note requires that Secured Party's consent. This Security Agreement shall be binding

upon the successors and assigns of the Debtor and shall inure to the benefit of the Secured Parties and their successors and assigns.

14. Governing Law. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, without regard to conflict of laws principles.

15. Authorization Upon Fulfillment of Obligations. From the date of the Debtor's fulfillment of all the Obligations, the Secured Parties each authorize the Debtor to file UCC-3 termination statements and all documentation requested by the United States Patent and Trademark Office to terminate all security interests in connection with or evidenced by the Loan Agreement and agrees that it will, from and after the date of such conversion, execute, notarize, and deliver such other documents, instruments, releases, UCC-3 termination statements, and agreements as may reasonably be prepared and requested by the Debtor to terminate all security interests in connection with or evidenced by the Loan Agreement. Notwithstanding the foregoing, the granting of a security interest in the Collateral and the other provisions hereof shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by any Secured Party or is repaid by any Secured Party in whole or in part in good faith settlement of a pending or threatened avoidance claim, whether upon the insolvency, bankruptcy or reorganization of Debtor or otherwise, all as though such payment had not been made. The provisions of this Section 15 shall survive repayment of all of the Obligations and the termination or expiration of this Agreement in any manner.

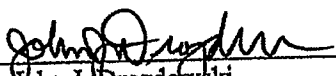
16. Notices. All notices required or permitted hereunder shall be in writing and shall be delivered in accordance with Section 6.5 of the Loan Agreement.

[Remainder of page intentionally left blank; signature pages follow.]

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

DEBTOR:

COMBINENET, INC.

By: 
Name: John J. Drozdowski
Title: Chief Financial Officer

Signature Page to Security Agreement

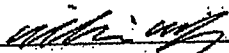
TRADEMARK
REEL: 004134 FRAME: 0374

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

SECURED PARTIES:


ADVANCED TECHNOLOGY VENTURES VII, L.P.

By: ATV Associates VII, L.L.C., its General Partner

By: 
Name: Bill Wiberg
Title: Managing Director


ADVANCED TECHNOLOGY VENTURES VII (B), L.P.

By: ATV Associates VII, L.L.C., its General Partner

By: 
Name: Bill Wiberg
Title: Managing Director


ADVANCED TECHNOLOGY VENTURES VII (C), L.P.

By: ATV Associates VII, L.L.C., its General Partner

By: 
Name: Bill Wiberg
Title: Managing Director

ATV ENTREPRENEURS VII, L.P.

By: ATV Associates VII, L.L.C., its General Partner

By: 
Name: Bill Wiberg
Title: Managing Director

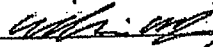
Signature Page to Security Agreement.

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

SECURED PARTIES:


ADVANCED TECHNOLOGY VENTURES VI, L.P.

By: ATV Associates VI, L.L.C., its General Partner

By: 
Name: Bill Wiberg
Title: Managing Director

ATV ENTREPRENEURS VI, L.P.

By: ATV Associates VI, L.L.C., its General Partner

By: 
Name: Bill Wiberg
Title: Managing Director

Signature Page to Security Agreement

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

SECURED PARTIES:

APEX INVESTMENT FUND V, L.P.

By: Apex Management V, LLC, General Partner

By: Wesley B. [Signature]

Name:

Title: Managing Member

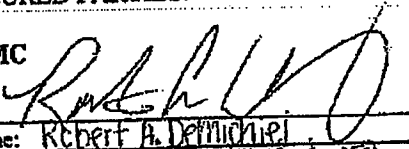
Signature Page to Security Agreement

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

SECURED PARTIES:

UPMC

By:


Name: Robert A. Demichiel

Title: SENIOR VICE PRES., UPMC & CEO

Signature Page to Security Agreement

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

SECURED PARTIES:

ECC PARTNERS, L.P.

By: U.S. Small Business Administration, as Receiver for ECC Partners, L.P.

By: Thomas G Morris
Name: Thomas G Morris
Title: Dir, O/L, SBA

Signature Page to Security Agreement

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

SECURED PARTIES:

REVOLUTION CAPITAL, LLC

By: _____

Name: GREGORY M. NAKO

Title: MANAGER

Signature Page to Security Agreement

SCHEDULE A

Intellectual Property

TRADEMARK

REEL: 004134 FRAME: 0381

Patent Report by Invention w/inventor

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

Client	Family	Reference#	Type	Filed	Serial#	Issued	Patent	Status
--------	--------	------------	------	-------	---------	--------	--------	--------

3819 CombinaNet, Inc.

"A System and Method For Automatic Determination and Use of Abstract Channels in Online Advertising"

Inventors: SANDHOLM, TUOMAS; PARKES, DAVID C.; NEMHAUSER, GEORGE L.; BOUTILIER, CRAIG E.								
UNITED STATES	083670			11/11/2008	61/113,306			PENDING
UNITED STATES	090252			02/10/2009	61/151,333			PENDING
UNITED STATES	092503	FCA		11/11/2009	12/616,217			PENDING

"A System and Method for Compliance, Execution and Reoptimization of Expressive Contracts"

Inventors: SANDHOLM, TUOMAS; PARKES, DAVID C.; BROWN, JASON J.; BOUTILIER, CRAIG E.								
UNITED STATES	083531			10/24/2008	61/108,239			PENDING
UNITED STATES	092525	FCA		10/26/2009	12/605,527			PENDING
UNITED STATES	092643	FCA		10/26/2009	12/605,575			PENDING
UNITED STATES	092644	FCA		10/26/2009	12/605,552			PENDING

"Allocation Based Method for Targeting Negotiation Opportunities"

Inventors: SURI, SUBHASH; SANDHOLM, TUOMAS; LEVINE, DAVID L.								
UNITED STATES	021681	NEW		03/27/2003	10/400,285			ABANDONED
EPO	043746	CEQ		03/29/2004	04075941.7			ABANDONED

"Automated Scenario Navigation in Combinatorial Exchanges"

Inventors: SANDHOLM, TUOMAS; BOUTILIER, CRAIG E.; BAILEY, BRYAN								
UNITED STATES	040409	NEW		02/24/2004	60/547,266			EXPIRED
UNITED STATES	045780	FCA		02/24/2005	11/065,333	04/01/2008	7,353,191	ISSUED
EPO	050607	CEQ		02/24/2005	05075446.4			ABANDONED

"Automatic Combinatorial Auction Winner Determination"

Inventors: SANDHOLM, TUOMAS								
WIPO	010116	CEQ		10/25/1999	PCT/US99/23978			EXPIRED
UNITED STATES	010117	CEQ		10/27/1998	09/179,659	08/07/2001	6,272,473	ISSUED
EPO	010684	DCA		10/25/1999	99 971 118.7			ABANDONED

"Bidding Languages for Combinatorial Auctions"

Inventors: HOOS, HOLGER H.; BOUTILIER, CRAIG E.								
UNITED STATES	011289	NEW		08/03/2001	60/310,001			EXPIRED
UNITED STATES	021365	OTH		08/02/2002	10/211,771	01/06/2009	7,475,035	ISSUED
EPO	021527	CEQ		08/02/2002	02 078 167.0			ABANDONED
UNITED STATES	081138			12/15/2008	12/334,989			PUBLISHED

Patent Report by Invention w/inventor

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

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

3819 CombineNet, Inc.

"CABOB: A Fast Optimal Algorithm for Combinatorial Auctions"

Inventors: SURI, SUBHASH; SANDHOLM, TUOMAS; LEVINE, DAVID L.; GILPIN, ANDREW G.
 UNITED STATES 010086 NEW 01/17/2001 60/262,244 EXPIRED

"CABOB: A Fast Optimal Algorithm for Combinatorial Auctions"

Inventors: SURI, SUBHASH; SANDHOLM, TUOMAS; LEVINE, DAVID L.; GILPIN, ANDREW G.
 UNITED STATES 020747 NEW 04/10/2002 60/371,450 EXPIRED
 UNITED STATES 030276 FCA 04/10/2003 10/411,879 12/29/2009 7,640,189 ISSUED

"Direct Output Method for Targeting Negotiation Opportunities"

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

"Expressive Ad-Auction Method And Apparatus"

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

"Expressive Auctions For Banner Ads"

Inventors: SANDHOLM, TUOMAS; PARKES, DAVID C.; BOUTILIER, CRAIG E.
 UNITED STATES 082263 NEW 07/27/2006 60/833,698 EXPIRED
 UNITED STATES 071920 CIP 07/27/2007 11/881,737 PUBLISHED

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

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

"Expressive Competition For Key Word Auctions"

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

"Market Clearability"

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

Patent Report by Invention w/inventor

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

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

3819 CombineNet, Inc.

"Market Clearability"

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

"Method and Apparatus for Conducting a Dynamic Exchange"

Inventors: LEVINE, DAVID L.; CONITZER, VINCENT; COLE, CHRISTOPHER; BAILEY, BRYAN							PROPOSED
UNITED STATES	091458						

"Method and System for Sourcing Event Generation"

Inventors: KUYAKANON, NICK RONAPORN; GOLD, STEVEN L.; GARRETSON, LUKE DOUGLAS; BROWN, JASON JOHN							PENDING
UNITED STATES	091583		07/14/2009	61/225,312			

"Method for Optimal Winner Determination in Combinatorial Auctions"

Inventors: SURI, SUBHASH; SANDHOLM, TUOMAS							ISSUED
UNITED STATES	010249	NEW	02/20/2001	09/789,480	12/04/2007	7,305,363	
UNITED STATES	030400	CIP	04/10/2003	10/410,859			PUBLISHED
UNITED STATES	071074	DIV	02/28/2007	11/712,195			PUBLISHED

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

Inventors: SANDHOLM, TUOMAS; CONITZER, VINCENT							PUBLISHED
UNITED STATES	044842	NEW	01/03/2007	11/649,082			

"Minimal Preference Elicitation in Combinatorial Auctions"

Inventors: SANDHOLM, TUOMAS; CONEN, WOLFRAM							EXPIRED
UNITED STATES	010088	NEW	01/23/2001	60/263,491			

"Minimal Preference Elicitation In Combinatorial Auctions"

Inventors: SANDHOLM, TUOMAS; CONEN, WOLFRAM							EXPIRED
UNITED STATES	020749	NEW	04/10/2002	60/371,436			PENDING
UNITED STATES	030402	FCA	04/10/2003	10/412,643			DESTROYED
EPO	043712	CEQ					

"Optimal Selection Of Communications Common Carrier Plan"

Inventors: MCKENZIE, JR., RICHARD JAMES; LEVINE, DAVID L.; KUYAKANON, NICK; BAILEY, BRYAN							EXPIRED
UNITED STATES	061256	NEW	06/05/2006	60/810,955			PUBLISHED
UNITED STATES	062677	FCA	05/22/2007	11/805,087			

Patent Report by Invention w/inventor

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

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

3819 CombineNet, Inc.

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

Inventors: SURI, SUBHASH; SANDHOLM, TUOMAS

UNITED STATES	010089	NEW	01/17/2001	60/262,181			EXPIRED
---------------	--------	-----	------------	------------	--	--	---------

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

Inventors: SURI, SUBHASH; SANDHOLM, TUOMAS

UNITED STATES	020750	NEW	04/10/2002	60/371,451			EXPIRED
UNITED STATES	021356	FCA	09/25/2002	10/254,241	10/27/2009	7,610,236	ISSUED
EPO	021944	CEQ	01/10/2003	03 075 095.4			ABANDONED
JAPAN	030114	CEQ	04/10/2003	2003-106111			ABANDONED
UNITED STATES	040410	CIP	03/18/2004	10/803,549	03/03/2009	7,499,880	ISSUED
UNITED STATES	043946	CIP	11/24/2004	10/997,765	08/18/2009	7,577,569	ISSUED
EPO	050598	CEQ	03/18/2005	05 075 661.8			ABANDONED
EPO	053565	CEQ	11/24/2005	05077664.0			ABANDONED
UNITED STATES	090090		02/10/2009	12/368,354			PENDING
UNITED STATES	091459	DIV	07/23/2009	12/508,129			PUBLISHED
UNITED STATES	091461	DIV	07/27/2009	12/509,715			PUBLISHED
UNITED STATES	091462	DIV	07/16/2009	12/504,262			PUBLISHED

"Solving Concisely Expressed Combinatorial Auction Problems"

Inventors: BOUTILIER, CRAIG E.

UNITED STATES	021371	NEW	07/11/2002	60/395,157			EXPIRED
UNITED STATES	030582	FCA	07/11/2003	10/818,238	02/03/2009	7,487,124	ISSUED
EPO	031340	CEQ	07/11/2003	03077189.3			ABANDONED
UNITED STATES	082480	DIV	10/31/2008	12/262,586			PUBLISHED

"Stochastic Local Search for Combinatorial Auctions"

Inventors: HOOS, HOLGER H.; BOUTILIER, CRAIG E.

UNITED STATES	011108	FCA	07/30/2001	09/918,164	03/07/2006	7,010,505	ISSUED
UNITED STATES	011275	NEW	07/28/2000	60/221,551			EXPIRED
EPO	021451	CEQ					DESTROYED

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

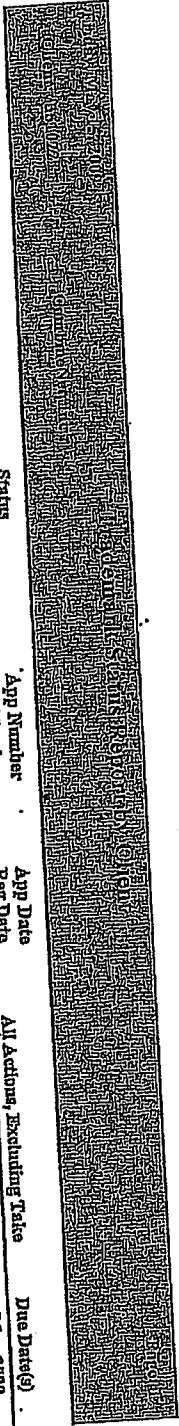
Inventors: PARKES, DAVID C.

UNITED STATES	010308	NEW	11/02/2000	60/245,692			EXPIRED
---------------	--------	-----	------------	------------	--	--	---------

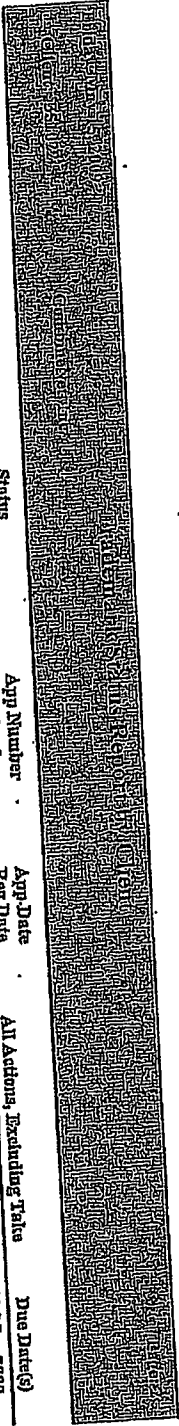
Patent Report by Invention w/inventor

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

Client	Family	Matter	Reference#	Type	Filed	Serial#	Issued	Patent	Status	
3819 CombineNet, Inc.										
"System For And Method Of Conducting An Expressive Ad Auction"										
Inventors: SANDHOLM, TUOMAS;PARKES, DAVID C.										
UNITED STATES			051519	NEW	05/13/2005	60/680,894			EXPIRED	
"Winner Determination in Combinatorial Auction Generalizations"										
Inventors: SURI, SUBHASH;SANDHOLM, TUOMAS;LEVINE, DAVID L.;GILPIN, ANDREW G.										
UNITED STATES			010090	NEW	01/17/2001	60/262,176			EXPIRED	
"Winner Determination in Combinatorial Auction Generalizations"										
Inventors: SURI, SUBHASH;SANDHOLM, TUOMAS;LEVINE, DAVID L.;GILPIN, ANDREW G.										
UNITED STATES			020751	NEW	04/10/2002	60/371,505			EXPIRED	
UNITED STATES			030403	FCA					DESTROYED	
Report Total							71			



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



Trademark	Status	App Number	App Date	All Actions, Excluding Taka	Due Date(s)
COMBINENET & DESIGN	Client/Matter	Reg Number	Reg Date	8/15 Grace Period Ends	19-Nov-2009
Country: United States of America	To Be Abandoned	76174427	28-Nov-2000	Next Renewal	19-Nov-2012
Operator: Combinet, Inc.	351022-900706 US	2652522	19-Nov-2002	SECTION 8 RE-RENEWAL	19-Nov-2012
Product:	Legacy Logs		Resp: CH: BA	DUPLICATE	
Classes: 09				Renew Grace Period Ends	19-Nov-2013

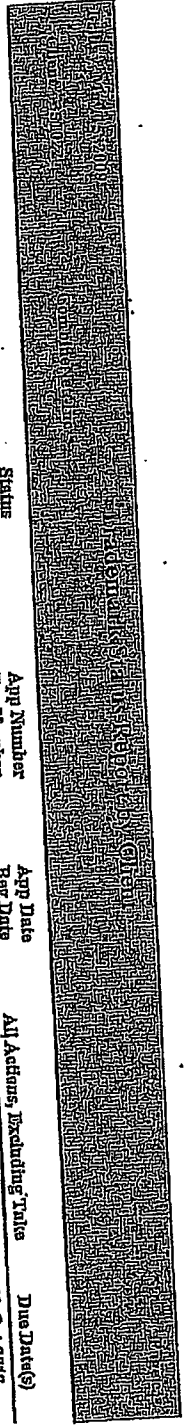
Goods: Class 9: Computer software for use in facilitating business-to-business commercial electronic transactions, namely, for providing businesses the ability to alternate resources and to select and/or purchase various goods and services over computer networks.

Remarks: Abandoned per Paul Edmondson's instructions of 10/20/08.

Available Images:

combinenet&design.bmp
 \\sca1\slr\ar\den\img\par\img\gs\combinenet&design.bmp

combinenet



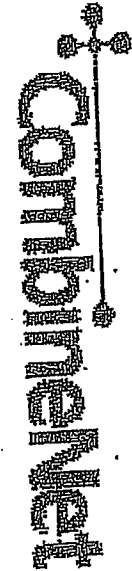
Trademark	Status	App Number	App Date	All Actions Excluding Title	Due Date(s)
COMBINE&DESIGN	Clear-Waiter	76174428	28-Nov-2008	Next Renewal	22-Oct-2012
Country: United States of America	To Be Abandoned	2640638	22-Oct-2002	SECTION 8 at RENEWAL	22-Oct-2012
Owner: Combine&Design, Inc.	351022-900/07/03	Legacy Log:	Resp. Off. ZA	DD	22-Apr-2013

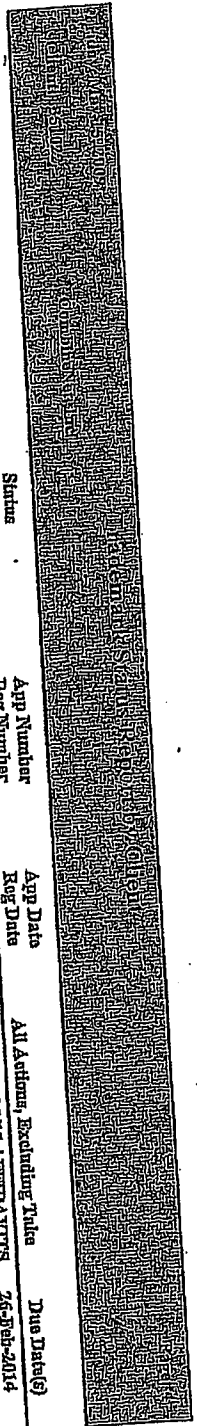
Product: Class 35: Business services, namely facilitating business-to-business commercial electronic transactions, namely, providing businesses the ability to eliminate resources and to select and/or purchase various goods and services over computer networks.

Remarks: Abandoned per Trademark's instructions of 10/20/08.

Available Images:

combine&design.png
itsna1bharcdidennemyer/itnogs/combinat&designr.png





Trademark
COMBINATION & DESIGN (LIBERTY-BEARD TARGET LOGO)
Country: United States of America
Owner: CombioNet, Inc.

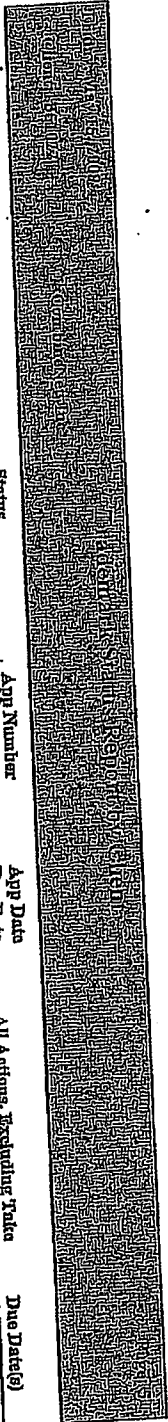
Product:
Classes: 35
Goods: Class 35: Business services, namely facilitating business-to-business commercial electronic transactions, namely, providing businesses the ability to allocate resources or to select either purchase various goods and services over computer networks; consulting services and based software solutions services, namely, collecting and analyzing business information and resolving resource allocation, security, procurement and production planning problems for businesses.

Remarks: Applicant is the owner of U.S. Reg. Nos. 2,994,252, 2,885,932, 2,652,523 and others.

Available Images:
combinet&targetlogo-1c6
libertybeard&targetlogo-1c6



Client/Matter	Status	App Number	Reg Number	App Date	Reg Date	All Actions, Excluding Title	Due Date(s)
351022-900719/US	Registered	771212249	3388249	21-Mar-2007	26-Feb-2008	SECTION 8/15 AFFIDAVITS DUE	26-Aug-2014
Legacy Logo				Exp. Off: PA		8/15 Grace Period Ends	26-Aug-2014
						First Renewal	26-Feb-2013
						SECTION 8 AFFIDAVIT DUE	26-Aug-2013
						Renew Grace Period Ends	26-Aug-2013

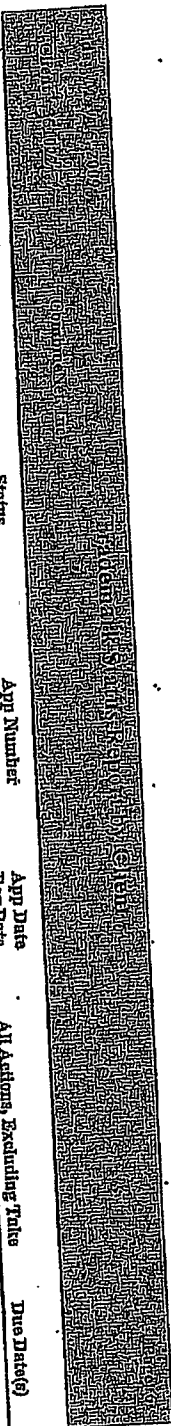


Trademark	Status	Client/Matter	App Number Reg Number	App Date Reg Date	All Actions, Excluding Tolls	Due Date(s)
COMBINEK&K TARGET-HAND TARGET LOGO	Registered	351022-300716/US	77/212312 3388251	21-Jan-2007 26-Feb-2008	SECTION 8/15 AFFIDAVITS DUE	26-Feb-2014
Country: United States of America			Legacy Logo	Resp. OFF. PA	8/15 Grace Period Ends	26-Aug-2014
Product:					First Renewal	26-Feb-2018
Class(es): 42					SECTION 8 AFFIDAVIT DUE	26-Feb-2018
Goods: resolving resource allocation, sourcing, procurement and production planning problems for businesses.					Renewal Grace Period Ends	26-Aug-2018

Remarks: Applicant is the owner of TUS, Registration Nos. 2994257, 2886582, 2632523 and others.
Available Images:

combinek&ktargetlogo-left
1st and 1st Renewal
1st and 1st Renewal
1st and 1st Renewal
1st and 1st Renewal





Trademark
COMBINENET & DESIGN (REO) TRADEMARK (LOGO)
Country: United States of America
Owner: Combinenet, Inc.

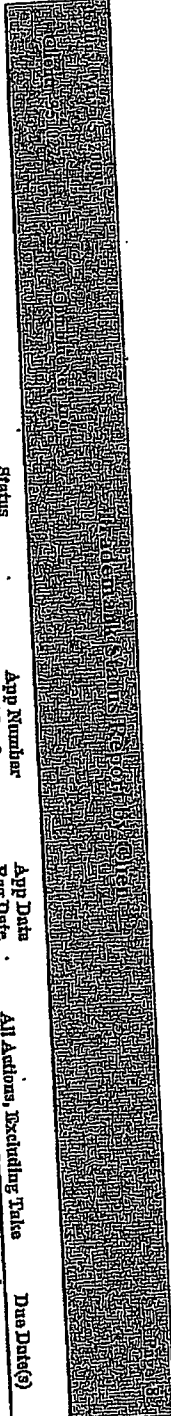
Status: Client-Matter
Registered
App Number: 78296600
Key Number: 299422
App Date: 05-Sep-2003
Reg Date: 13-Sep-2005
Legacy Log: Reap-OR: 2A

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

Available Images:
 combinenet.jpg
 \Scan\sharat\bermayer\images\combinenet\reap\log.jpg



All Actions, Excluding Filing
Due Date(s)
 SECTION 8 & 15
 ARIDAYTIS DUE 13-Mar-2012
 R/15 Grace Period Ends 13-Sep-2015
 SECTION 8 at RENEWAL DUE 13-Sep-2015
 Next Renewal 13-Mar-2016
 Renew Grace Period Ends 13-Mar-2016



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

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

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

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

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

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

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

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

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

Trademark	Status	App Number	App Date	All Actions, Excluding Take	Due Date(s)
EXCLUSIVE BIDDING	Registered	76340195	12-Dec-2003	SECTION 8 ARE DAILY DUE	02-Nov-2010
Country: United States of America	Client-Number	Reg Number	Resp. Off: PA	SECTION 8 GRACE PERIOD ENDS	02-May-2011
Owner: Comishnek, Inc.	351022-900714/US	2900949	Legacy Log	SECTION 8 at RENEWAL DUE	02-Nov-2014
Product:				Next Renewal	02-Nov-2014
Classes: 09				Renewal Grace Ends	02-May-2015
Goods: Computer software for submitting, tracking and accepting bidding proposals over a global computer network; downloadable computer software for submitting, tracking and accepting bidding proposals.					

SCHEDULE B
Capital Leases

Vendor	Lease #	Acquisition Date	Start Date	End Date	Description of Asset	Beginning Amount
Capital Network	763479	4/26/2007	7/1/2007	6/1/2010	BEA - (1) Weblogic Server Premium V8.1 - PER CPU	75,000.00
GE Capital	4153111-002		4/26/2003		(5) IBM P3M 1.2GHZ 256MB; serial numbers 99MGC13, 99MGC50, 99MGC70, 99MGD07, 99MGD22	538.56 monthly
MacArthur Leasing (billed by Marlin)	001-0483407-001	8/9/2007	8/1/2007	7/31/2010	Asset 628; Nationwide Value Computer - Inv COMB-32807-DC; (16) IBM 8843 BladeServer w/ Dual 2.8GHz, 4GB RAM, 36GB SCSI HDD - ship 3.27.07 & 3.28.07	43,242.32
Nationwide Value Computer	COMB-62607-DC	9/28/2007	7/1/2007	6/30/2010	asset in October 2007 booked directly to 15070-000000	9,759.82
	COMB-82207-DC	9/28/2007	9/1/2007	8/31/2010	asset 694	14,376.21
	COMB-91407-DC	9/28/2007	10/1/2007	9/30/2010	asset in October 2007 booked directly to 15070-000000	7,170.90
Xerox	70610914	3/21/2006	5/5/2006	4/5/2011	(2) Xerox copiers (1) WCP238HC WCP238 PTR/SCN/HCF & (1) WCP2636C WC PRO C2636 C'	353.14
Xerox - Lease Agreement	70610915	8/1/2007	8/1/2007	6/30/2010	Copier lease W/C7345PC (W/C7345 Printer); 46 month lease; WCP2636 S/N TFN681130 Trade-In as of Payment 15	826.96

TRADEMARK