

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
The Advisory Board Company	12/17/2009
RECEIVING PARTY DATA	
Name:	CombineNet, Inc.
Street Address:	Fifteen 27th Street
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
PROPERTY NUMBERS Total: 22	
Property Type	Number
Patent Number:	6272473
Patent Number:	7305363
Patent Number:	7010505
Patent Number:	7475035
Application Number:	10254241
Application Number:	10400246
Application Number:	10400285
Application Number:	10410859
Application Number:	10410876
Application Number:	10411879
Application Number:	10412643
Patent Number:	7487124
Patent Number:	7499880
Application Number:	10997765
Patent Number:	7353191

501048576

PATENT
REEL: 023691 FRAME: 0253

CH \$880.00 6272473

Application Number:	11396410
Application Number:	11649082
Application Number:	11712196
Application Number:	11805087
Application Number:	11881737
Application Number:	12262586
Application Number:	12334989

CORRESPONDENCE DATA

Fax Number: (412)355-6501

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (412) 355-6500

Email: patents@klgates.com

Correspondent Name: George D. Dickos

Address Line 1: 535 Smithfield Street

Address Line 2: Henry W. Oliver Building

Address Line 4: Pittsburgh, PENNSYLVANIA 15222

ATTORNEY DOCKET NUMBER:	090175
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NAME OF SUBMITTER:	George D. Dickos
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Total Attachments: 33

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RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST is made and entered into this 17th day of December, 2009, by The Advisory Board Company, a Delaware corporation ("Lender"), in favor of CombineNet, Inc., a Delaware corporation ("Borrower").

A. Lender and Borrower entered into that certain Loan Agreement, dated as of May 28, 2009 and as amended from time to time (the "Loan Agreement"), and Borrower issued the related Secured Term Note, dated May 28, 2009 and as amended from time to time, in the initial principal amount of One Million Dollars (\$1,000,000.00) (the "Note").

B. In connection with the Loan Agreement, Lender and Borrower also entered into that certain Security Agreement, dated as of May 28, 2009 and as amended from time to time (the "Security Agreement"), a copy of which is attached hereto as Appendix I, and under which Borrower granted Lender a security interest in Borrower's intellectual property, including, but not limited to, the intellectual property listed in Schedule A attached to the Security Agreement (collectively referred to as the "Intellectual Property").

C. With the Note having now been repaid in full, Lender now desires to terminate the Security Agreement and fully and forever release any and all security interests granted in the Intellectual Property.

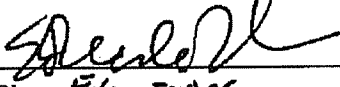
NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Lender hereby fully and forever releases, terminates, waives, relinquishes, and discharges any and all security interests, rights, liens, privileges, title, and interest whatsoever it has in the Intellectual Property.

This Release may be signed in any number of counterparts, but all such counterparts shall constitute one and the same instrument.

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IN WITNESS WHEREOF, The Advisory Board Company has executed this Release of Security Interest as of the date first above written.

THE ADVISORY BOARD COMPANY

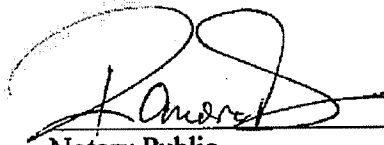
By: 
Name: Evan Farber
Title: General Counsel and Corporate Secretary

STATE OF Washington
COUNTY OF District of Columbia

On this, the 14th day of December, 2009, before me, the undersigned officer, personally appeared Evan R. Farber, known to me or satisfactorily proven to be the General Counsel and Corporate Secretary of The Advisory Board Company, a Delaware corporation, and acknowledged that he/she, as an officer being authorized to do so executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(Notarial Seal)


Notary Public

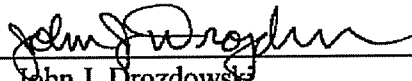
My Commission Expires: Ramona Davis
Notary Public, District of Columbia
My Commission Expires 10-14-2010

RELEASE OF SECURITY INTEREST

PATENT
REEL: 023691 FRAME: 0257

IN WITNESS WHEREOF, CombineNet, Inc. has executed this Release of Security Interest as of the date first above written.

COMBINENET, INC.

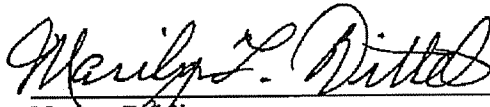
By: 
Name: John J. Drozdowski
Title: Chief Financial Officer

COMMONWEALTH OF PENNSYLVANIA
ALLEGHENY COUNTY

On this, the 17TH day of December, 2009, before me, the undersigned officer, personally appeared John J. Drozdowski, known to me or satisfactorily proven to be the Chief Financial Officer of CombineNet, Inc., a Delaware corporation, and acknowledged that he, as an officer being authorized to do so executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(Notarial Seal)


Notary Public

My Commission Expires: June 21, 2012

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Marilyn L. Bittel, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 21, 2012
Member, Pennsylvania Association of Notaries

RELEASE OF SECURITY INTEREST

PATENT
REEL: 023691 FRAME: 0258

APPENDIX I
TO
RELEASE OF SECURITY INTEREST

SECURITY AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

"UCC" means the Uniform Commercial Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEBTOR:

COMBINENET, INC.

By: 

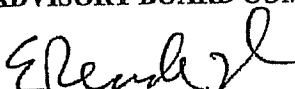
Name: John J. Drozdowski

Title: Chief Financial Officer

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.

THE ADVISORY BOARD COMPANY

By: 
Name: EVAN FARBER
Title: GENERAL COUNSEL

Signature Page to Loan Agreement

SCHEDULE A

Intellectual Property

Patent Report by Invention w/inventor

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

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

CombineNet, Inc.

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

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

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

Inventors: SANDHOLM, TUOMAS W.; PARKES, DAVID C.; BROWN, JASON JOHN; BOUTILIER, CRAIG E.	PENDING
UNITED STATES 083531 10/24/2008 61/108,239	

"Allocation Based Method for Targeting Negotiation Opportunities"

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

"Automated Scenario Navigation in Combinatorial Exchanges"

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

"Automatic Combinatorial Auction Winner Determination"

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

"Bidding Languages for Combinatorial Auctions"

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

"CABOB: A Fast Optimal Algorithm for Combinatorial Auctions"

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

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 W.; LEVINE, DAVID L.; GILPIN, ANDREW G.
UNITED STATES 020747 NEW 04/10/2002 60/371,450
UNITED STATES 030276 FCA 04/10/2003 10/411,879

EXPIRED
PUBLISHED

"Direct Output Method for Targeting Negotiation Opportunities"

Inventors: SURI, SUBHASH; SANDHOLM, TUOMAS W.; LEVINE, DAVID L.
UNITED STATES 022275 NEW 03/27/2003 10/400,245
EPO 043747 CEQ 03/29/2004 04075940.9

PUBLISHED
ABANDONED

"Expressive Ad-Auction Method And Apparatus"

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

EXPIRED

"Expressive Auctions For Banner Ads"

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

EXPIRED
PUBLISHED

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

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

EXPIRED

"Expressive Competition For Key Word Auctions"

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

EXPIRED
PUBLISHED
EXPIRED

"Market Clearability"

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

EXPIRED

"Market Clearability"

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

EXPIRED
PUBLISHED

Patent Report by Invention w/inventor

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

Client	Family	Matter	Reference	Type	Filed	Serial	Issued	Patent	Status
3819									

CombineNet, Inc.

"Method for Optimal Winner Determination in Combinatorial Auctions"

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

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

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

"Minimal Preference Elicitation in Combinatorial Auctions"

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

"Minimal Preference Elicitation In Combinatorial Auctions"

Inventors: SANDHOLM, TUOMAS W.; 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					

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

Inventors: SURI, SUBHASH; SANDHOLM, TUOMAS W.									EXPIRED
UNITED STATES	010089	NEW	01/17/2001	60/262,181					

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 W.									
UNITED STATES	020750	NEW	04/10/2002	60/371,451					EXPIRED
UNITED STATES	021356	FCA	09/25/2002	10/254,241					PUBLISHED
EPO	021944	CEQ	01/10/2003	03 075 095.4					ABANDONED
JAPAN	030114	CEQ	04/10/2003	2003-105111					ABANDONED
UNITED STATES	040410	CIP	03/18/2004	10/803,549	03/03/2009	7,499,880			ISSUED
UNITED STATES	043946	CIP	11/24/2004	10/997,765					PUBLISHED
EPO	050598	CEQ	03/18/2005	05 075 681.8					ABANDONED
EPO	053565	CEQ	11/24/2005	05077684.0					ABANDONED
UNITED STATES	090090		02/10/2009	12/368,354					PENDING

"Solving Concisely Expressed Combinatorial Auction Problems"

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

"Stochastic Local Search for Combinatorial Auctions"

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

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

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

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

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

"Winner Determination In Combinatorial Auction Generalizations"

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

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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.

"Winner Determination in Combinatorial Auction Generalizations"

Inventors: SURI, SUBHASH; SANDHOLM, THOMAS W.; LEVINE, DAVID L.; GILPIN, ANDREW G.

UNITED STATES	020751	NEW	04/10/2002	60/371,505
UNITED STATES	030403	FCA		

EXPIRED

DESTROYED

Report Total	62
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Trademark Status Report by Client
 Trademark: COMBINENET
 Client: 351022-900705/US
 Status: Abandoned per client's instructions of 10/16/08.
 Remarks: Abandoned per client's instructions of 10/16/08.

Trademark	Client-Matter	App Number Reg Number	App Date Reg Date	All Actions, Excluding Take	Due Date(s)
COMBINENET	To Be Abandoned 351022-900704/US	76174956 2652523 Legacy Log:	28-Nov-2000 19-Nov-2002 Resp. Off: PA	8/15 Grace Period Ends Next Renewal SECTION 8 at RENEWAL DUE Renew Grace Period Ends	19-May-2009 19-Nov-2012 19-Nov-2012 19-May-2013
COMBINENET	Registered 351022-900705/US	76174432 2640639 Legacy Log:	28-Nov-2000 22-Oct-2002 Resp. Off: PA	Next Renewal SECTION 8 at RENEWAL DUE Renew Grace Period Ends	22-Oct-2012 22-Oct-2012 22-Apr-2013

Classes: 09
 Goods: Class 9: Computer software for use in facilitating business-to-business commercial electronic transactions, namely, for providing businesses the ability to select and/or purchase various goods and services over computer networks.
 Remarks: Abandoned per client's instructions of 10/16/08.

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	App Number Reg Number	App Date Reg Date	All Actions, Excluding Take	Due Date(s)
COMBINE NET & DESIGN	76/174427	28-Nov-2000	8/15 Grace Period Ends	19-May-2009
Country: United States of America	2652522	19-Nov-2002	Next Renewal	19-Nov-2012
Owner: CombineNet, Inc.	Legacy Log:	Resp. Off. PA	SECTION 8 at RENEWAL DUE	19-Nov-2012
Product:			Renew Grace Period Ends	19-May-2013

Classes: 09
Goods: Computer software for use in facilitating business-to-business commercial electronic transactions, namely, for providing businesses the ability to allocate resources and to select and/or purchase various goods and services over computer networks.

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

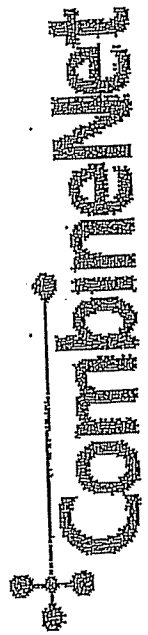
Available Images:

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Trademark Status Report by Client
 Client: 351022
 Client Name: CombineNet, Inc.
 Trademark: COMBINE NET & DESIGN
 App Number: 76174428
 Reg Number: 2640638
 Status: Client-Matter
 To Be Abandoned
 351022-900707/US
 App Date: 28-Nov-2000
 Reg Date: 22-Oct-2002
 Resp. Off.: PA
 Due Date(s): 22-Oct-2012
 22-Oct-2012
 22-Apr-2013

Trademark
 COMBINE NET & DESIGN
 Country: United States of America
 Owner: CombineNet, 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 and to select and/or purchase various goods and services over computer networks.
 Remarks: Abandoned per Paul Henderson's instructions of 10/20/08.
 Available Images:
 combineNet&design.bmp
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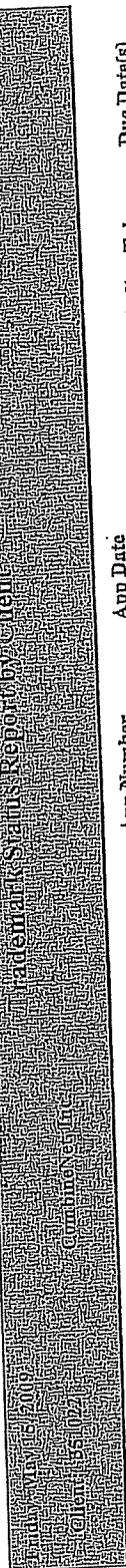
App No: 15/009
 Trademark: COMBINE NET & DESIGN (LEFT-HAND TARGET LOGO)
 Client: United States of America
 Owner: CombineNet, Inc.
 Status: Client-Matter
 App Number: 77/12249
 Reg Number: 3388249
 Legacy Log:
 App Date: 21-Jun-2007
 Reg Date: 26-Feb-2008
 Resp. Off.: PA
 Due Date(s): 26-Feb-2014
 SECTION 8/15 AFFIDAVIT DUE
 8/15 Grace Period Ends
 First Renewal
 SECTION 8 AFFIDAVIT DUE
 Renew Grace Period Ends
 26-Feb-2018
 26-Aug-2018
 26-Feb-2018
 26-Aug-2018

Trademark: COMBINE NET & DESIGN (LEFT-HAND TARGET LOGO)
 Country: United States of America
 Owner: CombineNet, 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 and/or purchase various goods and services over computer networks; consulting services and hosted software solution services, namely, collecting and analyzing business information and resolving resource allocation, sourcing, procurement and production planning problems for businesses.
 Remarks: Applicant is the owner of U.S. Registration Nos. 2994252, 2886582, 2652523 and others.

Available Images:

combineNet&targetlogo-left
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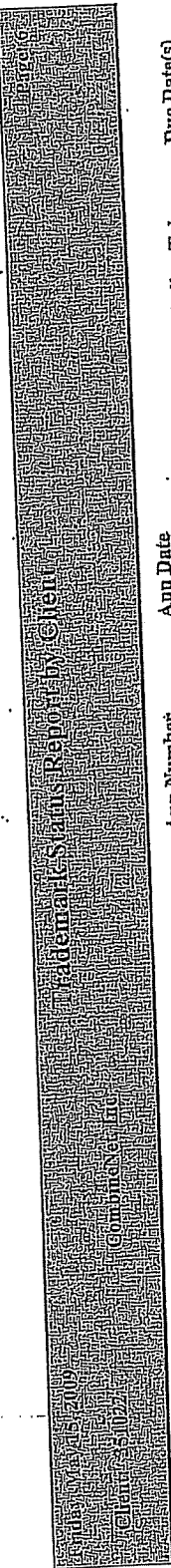
Trademark
COMBINENET & DESIGN (LEFT-HAND TARGET LOGO) Registered
Country: United States of America
Owner: CombineNet, Inc.
Product:
Classes: 42
Goods: Class 42: Application service provider featuring computer programs used for collecting and analyzing business information and for resolving resource allocation, sourcing, procurement and production planning problems for businesses.

Status	Client-Matter	App Number Reg Number	App Date Reg Date	All Actions, Excluding Take	Due Date(s)
Registered	351022-900716/US	77212312 3388251 Legacy Log	21-Jun-2007 26-Feb-2008 Resp. Off: PA	SECTION 8/15 AFFIDAVITS DUE 8/15 Grace Period Ends First Renewal SECTION 8 AFFIDAVIT DUE Renew Grace Period Ends	26-Feb-2014 26-Aug-2014 26-Feb-2018 26-Feb-2018 26-Aug-2018

Remarks: Applicant is the owner of U.S. Registration Nos. 2994257, 2886582, 2652523 and others.
Available Images:

combinenet&targetlogo-left
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Trademark	Status	Client-Matter	App Number Reg Number	App Date Reg Date	All Actions, Excluding Take	Due Date(s)
COMBINENET & DESIGN (RED TARGET LOGO)	Registered	351022-900712/US	78296360 2994252 Legacy Log	05-Sep-2003 13-Sep-2005 Resp. Off.: PA	SECTION 8 & 15 AFFIDAVITS DUE 8/15 Grace Period Ends SECTION 8 at RENEWAL DUE Next Renewal Renew Grace Period Ends	13-Sep-2011 13-Mar-2012 13-Sep-2015 13-Sep-2015 13-Mar-2016

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

Available Images:

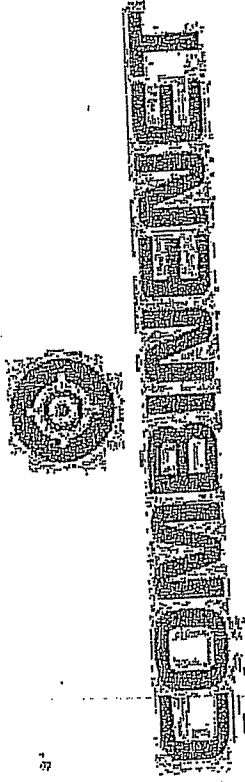
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COMBINENET

Trademark: COMBINENET
 Status: Registered
 Client-Matter: 351022-900713/US
 App Number: 78/293614
 Reg Number: 2866582
 Legacy Log:
 Trademark: COMBINENET & DESIGN (RED TARGET LOGO)
 Country: United States of America
 Owner: CombineNet, Inc.
 Product:
 Classes: 35
 Goods: Class 35: Consulting services and hosted software solution services, namely collecting and analyzing business information and resolving resource allocation, sourcing, procurement and production planning problems for businesses.
 Remarks: Goods re-classified from Class 42 per Examiner's Amendment.
 Available Images:
 combinenettargetlogo
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Trademark	Status	Client-Matter	App Number Reg Number	App Date Reg Date	All Actions, Excluding Take	Due Date(s)
COMBINENET & DESIGN (RED TARGET LOGO)	Registered	351022-900713/US	78/293614 2866582	28-Aug-2003 21-Sep-2004 Resp. Off: PA	SECTION 8 & 15 AFFIDAVITS DUE 8/15 Grace Period Ends SECTION 8 at RENEWAL DUE Next Renewal Renew Grace Period Ends	21-Sep-2010 21-Mar-2011 21-Sep-2014 21-Sep-2014 21-Mar-2015



Trademark Status Report by Client

App No: 351022-900708/US
 Client: United States of America
 Owner: CombineNet, Inc.
 Product: Computer software that can be downloaded from the global communications network for collecting and analyzing business information and for resolving resource allocation, sourcing, procurement and production planning problems for businesses.
 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, sourcing, procurement and production planning problems for businesses.
 Remarks: Abandoned per Mike Concoridia'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	App Number Reg Number	App Date Reg Date	All Actions, Excluding Take	Due Date(s)
DECISION-GUIDANCE SYSTEMS	78/250486	15-May-2003		
Country: United States of America				
Owner: CombineNet, Inc.				
Product:				
Classes: 09				
Goods:				
Remarks:				
Disclaimers:				
DECISION-GUIDANCE SYSTEMS	78/250500	15-May-2003	SECTION 8 & 15	25-Oct-2011
Country: United States of America	3009378	25-Oct-2005	ATTIDAYTIS DUE	
Owner: CombineNet, Inc.	Legacy Log:	Resp. Off: PA	8/15 Grace Period Ends	25-Apr-2012
Product:			SECTION 8 at RENEWAL	25-Oct-2015
Classes: 42			DUE	
Goods:			Next Renewal	25-Oct-2015
Remarks:			Renew Grace Period Ends	25-Apr-2016
Disclaimers:				

Remarks:	Goods re-classified from Class 35. Goods amended per Examiner's Amendment. Disclaimers: No claim is made to the exclusive right to use SYSTEMS, apart from the mark as shown.			
DECISION-GUIDANCE SYSTEMS	78/250503	15-May-2003		
Country: United States of America				
Owner: CombineNet, Inc.				
Product:				
Classes: 35				
Goods:				
Remarks:				
Disclaimers:				
DECISION-GUIDANCE SYSTEMS	351022-900710/US	15-May-2003		
Country: United States of America				
Owner: CombineNet, Inc.				
Product:				
Classes: 35				
Goods:				
Remarks:				
Disclaimers:				

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

SCHEDULE B

Capital Leases

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

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