

FILED IN FULTON COUNTY SUPERIOR COURT
ASSIGNMENT FOR BENEFIT OF CREDITORS

In re: : Deed of Assignment
ChangeOne, Inc., :
: :
Assignor :
Hays Assignee Services I, LLC :
: :
Assignee :

RECEIVED

JUN 05 2008
CATHELENE ROBINSON, C.S.C.
D.C.S.C. Fulton Co., Ga.

STATE OF GEORGIA
COUNTY OF FULTON

DEED OF ASSIGNMENT FOR THE BENEFIT OF CREDITORS AGREEMENT

THIS ASSIGNMENT, made this 3 day of June, 2008, between ChangeOne, Inc. (f/k/a SupplyChainge, Inc.) a Delaware corporation, with its principal place of business at Portland, Oregon (hereinafter "Assignor") and Hays Assignee Services I, LLC (hereinafter "Assignee").

WITNESSETH:

WHEREAS, the Assignor has been engaged in the business of providing supply chain management software; and

WHEREAS, the Assignor is to its best knowledge and belief indebted to certain known creditors, as set forth in Schedule A attached hereto, is unable to pay its debts as they become due, and is desirous of providing for the payment of its debts, so far as it is possible by an assignment of all of its assets for that purpose. To the knowledge of the Assignor, all creditors of the Assignor known to it along with their last known addresses and amounts owed are reflected on Schedule A, except as otherwise provided therein.

NOW, THEREFORE, the Assignor, in consideration of the Assignee's acceptance of this assignment, and for other good and valuable consideration, hereby grants, assigns, conveys, transfers, and sets over, unto the Assignee, his successor and assigns all of its assets, except such assets as are exempt by law from levy and sale under an execution, including, but not limited to, all books, books of account, choses in action, notes, drafts, bills, judgments, real property, leasehold interests, fixtures, goods, stock, inventory, equipment, furniture, furnishings, accounts receivable, bank deposits, cash, promissory notes, cash value and proceeds of insurance policies (except any cash value or proceeds from any directors, officers and company liability insurance policies payable to an officer or director) claims and demands (except any claims and demands of the Assignor in connection with any directors, officers and company liability insurance policies) belonging to the Assignor, wherever such assets may be located, hereinafter the

“Estate,” as which assets are to the best knowledge and belief of the Assignor, set forth on Schedule B attached hereto.

The Assignee shall take possession and administer the Estate in accordance with the applicable provisions of Georgia law, including specifically, but without limitation, Georgia Code Ann. Sections 11-9-301; 11-6-103; 18-2-22; 18-2-42 through 59; 34-8-174 and 44-2-1 (1999, as amended), and any other applicable law, and shall liquidate the assets of the Estate with reasonable dispatch and convert the Estate into money, collect all claims and demands hereby assigned as may be collectible, and pay and discharge all reasonable expenses, costs, and disbursements in connection with the execution and administration of this assignment from the proceeds of such liquidations and collections.

The Assignee shall then pay and discharge in full, to the extent that funds are available in the Estate after payment first of all administrative expenses (including legal and accounting fees of the Assignee), costs, and disbursements, all of the known debts and liabilities now due from the Assignor. If funds of the Estate shall not be sufficient to pay such debts and liabilities in full, then the Assignee shall pay from funds of the Estate such debts and liabilities, on a *pro rata* basis, subject to any creditor priority provisions mandated by applicable law.

In the event that all debts and liabilities are paid in full, any funds of the Estate remaining shall be returned to Assignor.

The Assignee shall receive a reasonable fee for his services. Such reasonable fee shall include payment of a retainer by the Assignor of \$12,000 which is due upon execution and delivery of this Assignment. All direct fees and expenses incurred in effecting the sale of the assets of the Estate and recovering funds from the assigned contract referenced in Exhibit A, along with all non-extraordinary fees and expenses incurred by the Assignee in administering the Estate and fulfilling the duties of Assignee hereunder (including bond or insurance premiums, airfare, advertising, legal, accounting, mailing and other fees and expenses), shall be applied against the retainer balance on a monthly basis. Fees and expenses shall be paid on a monthly basis, while maintaining a minimum retainer balance of \$2,500, based on the firm's standard hourly rate schedule, which may be adjusted from time to time by the Assignee. The current hourly rate for Mr. Hays is \$350.00 and other staff rates range from \$100.00 to \$330.00. It is anticipated that much of the work will be complete by Mr. Conner at \$120.00 per hour.

To accomplish the purpose of this assignment, the Assignor hereby irrevocably appoints the Assignee as its true and lawful attorney with full power and authority to do all acts and things which may be necessary to execute the assignment hereby created; to demand and recover from all persons all assets of the estate; to sue for the recovery of such assets; to execute, acknowledge, and deliver all necessary deeds, instruments, and conveyances; and to appoint one or more attorneys under him to assist in carrying out his duties hereunder. It is acknowledged that consideration has been given for this power of attorney; it is coupled with an interest, and is therefore irrevocable.

The Assignor hereby authorizes the Assignee to sign the name of the Assignor to any check, draft, promissory note, or other instrument in writing, whenever it shall be necessary to do so, to carry out the purpose of this assignment.

The Assignee hereby accepts the trust created by the assignment, and agrees with the Assignor that the Assignee will faithfully and without delay carry out his duties under the assignment.

Assignor has executed and attached hereto the Affidavit required by O.C.G.A. § 18-2-46.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment under seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
State of Oregon County of Washington
My commission expires: 9/11/11



Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

Notary Public

My commission expires:

(NOTARIAL SEAL)

ASSIGNOR:

ChangeOne, Inc.

By: [Signature]

Name: G. Ed Hahn
Title: Chief Executive Officer

(CORPORATE SEAL)

ASSIGNEE:

Hays Assignee Services 1, LLC

By: [Signature]
Name: S. Gregory Hays
Title: Managing Principal

(SEAL)

Schedule A

Secured Bridge Loans as of June 4, 2008

	Principal	Interest	Total
Paglia, Catherine James	\$ 141,000.00	\$ 20,171.91	\$ 161,171.91
James, Robert	453,000.00	39,929.42	492,929.42
Shepherd, Thomas	16,879.50	2,401.37	19,280.87
Shepherd, Nathan	692.33	95.29	787.62
TSG Equity	32,428.17	4,613.35	37,041.52
Castles, John /Sarah	10,000.00	1,500.92	11,500.92
Total	<u>\$ 654,000.00</u>	<u>\$ 68,712.26</u>	<u>\$ 722,712.26</u>

Schedule A

Other Creditors (Unsecured)	
AMR Research	14,000.00
Dell-5424	3,851.83
Dell-9627	1,504.02
End to End Analytics	7,800.00
Escrow West	150.00
Generator Group	54,015.00
Howell, Joseph	25,000.00
Karen Hutton	5,250.00
Manas Fuloria	8,000.00
Nagarro, Inc.	163,985.00
PS Kanodia (india)	715.45
Parker, Bush, & Lane	6,069.22
Prakash, Sham (india)	871.92
Prashant Kumar	2,000.00
SouthPark Square	48,999.98
Toni King & Associates, Inc.	1,051.88
Nagarro, Inc. -Loan	25,000.00
Nagarro, Inc.-interest	8,778.67
Crista Kayser	15,425.60
Fuloria, Manas	166,000.00
	<u>558,468.57</u>

Other Creditors (Preferred Shareholders—Investors) (Unsecured)	
Paglia, Catherine James	\$ 683,348
James, Robert	2,846,940
Carleton College	1,583,712
Castles, John/Sarah	341,834
Subrahmanyam, Marti	175,587
Hausman, Warren	6,775
Reis, Jud	207,100
Shepherd, Thomas	123,647
Shepherd, Nathan	19,244
TSG Equity	623,435
Grubb, Jeff	117,688
Smith, Renny	334,927
Stienfeld, James	279,851
Bisenius, James	543,856
Davis, Gaylord	148,471
Narain, Dhruv	160,331
Swanson, Lynwood	115,929
Angel Capital	197,608
Growth Link Investments	936,566
Stoel Rives	39,889
TJM, LLC	144,073
	<u>\$ 9,630,811</u>

Schedule A

Employee Creditors (Unsecured)			
Employee	Total Backpay	Equip Purch	Balance Backpay
Bhatia, Manish	\$ 3,240.00	\$ -	\$ 3,240.00
Chiotti-Hovey, Gina	24,054.00	1,525.00	22,529.00
Davey, Matt	2,730.00	350.00	2,380.00
DeFord, Scott	48,345.00	1,000.00	47,345.00
Doshi, Satish	7,560.00	-	7,560.00
Hahn, Ed	231,800.09	1,850.00	229,950.09
Fuloria, Manas	72,499.35	-	72,499.35
Kumar, Prashant	34,005.18	-	34,005.18
Mattecheck, Jim	192,200.06	1,000.00	191,200.06
Popikas, Steve	10,035.00	900.00	9,135.00
Prasad, Shalabh	60,131.06	-	60,131.06
Singh, Mritunjay	364,069.44	810.00	363,259.44
Singh, Tripurari	182,650.99	1,000.00	181,650.99
Thorbeck, John	142,400.08	2,000.00	140,400.08
	<u>\$ 1,375,720.25</u>	10,435.00	<u>\$ 1,365,285.25</u>

Schedule B

Schedule of Assets	
Description	Value
Purchase Agreement with Predictix, LLC (Atlanta, GA) dated 8/15/07 to purchase Assets of SupplyChange, Inc. and related Amendments	up to \$15 million (revenue share/ "earn out")
Bank account	\$ 106.40
Accounts Receivable	-
Prepays	-
Insubstantial amounts of furniture and computer hardware; little or no resale value	-
Total Actual Assets:	106.40
Total Potential Assets:	up to \$15M