

UNITED STATES BANKRUPTCY COURT

PROOF OF CLAIM

Name of Debtor:
Lehman Brothers

Case Number:
08-13555 (JMP)

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):
REvolution Computing Inc

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:
REvolution Computing Inc
265 Church Street-Suite 1006, New Haven, CT 06510
Telephone number:
(203) 777-7442

Court Claim Number:
(if known)
Filed on:

Name and address where payment should be sent (if different from above):
Same
Telephone number:

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ 16,100.00

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.
If all or part of your claim is entitled to priority, complete item 5.
Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.
Specify the priority of the claim.

2. Basis for Claim: Software License
(See instruction #2 on reverse side.)

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

3. Last four digits of any number by which creditor identifies debtor: 4503
3a. Debtor may have scheduled account as:

Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

4. Secured Claim (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

Nature of property or right of setoff: Real Estate Motor Vehicle Other

Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

Value of Property: \$ Annual Interest Rate %

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ Basis for perfection:

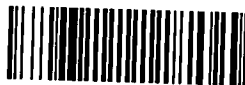
Amount of Secured Claim: \$ Amount Unsecured: \$

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any orders, invoices, itemized statements of running accounts, purchase agreements, or security interest. You may also attach a summary. Attach redacted copies of any security interest. You may also attach a summary.

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000000004



es, purchase agreements. of

DO NOT SEND ORIGINAL DOCUMENTS SCANNING.

.FTER

If the documents are not available, please explain:

Amount entitled to priority: \$

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Date:

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Signature: K. K. Mutter CFO

FILED / RECEIVED

SEP 22 2008

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both.

8 U.S.C. §§ 132 and 3571.

EPIQ BANKRUPTCY SOLUTIONS, LLC

Purchase Order

Lehman Brothers - Americas

70 Hudson Street
LEHMAN BROTHERS
Jersey City NJ 07302
United States

Vendor: 1000004503
REVOLUTION COMPUTING
265 Church Street
Suite 1006
New Haven CT 06510

Dispatch via E-Mail

Purchase Order LBUSA-0000073184	Date Sep-09-2008	Revision	Page 1
Payment Terms Net 30	Freight Terms Destination, PPD	Ship Via Common	
Buyer Nuzzela, Danielle	Phone 1 201 499 2721	Currency USD	

Ship To: 70HXXVSFT
70 Hudson Street
LEHMAN BROTHERS
Jersey City NJ 07302
United States

Bill To: P.O. Box 2339
Secaucus NJ 07096
United States

Tax Exempt? N **Tax Exempt ID:**

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	N/A MAINT RNWL - PARADISE SOFTWARE 00000000000022823	REVOLUTION	1.00	EA	8,000.00	8,000.00	Sep-23-2008
Schedule Total						<u>8,000.00</u>	
Item Total						<u>8,000.00</u>	
2- 1	N/A MAINT RNWL - PARADISE SOFTWARE - LONDON 00000000000022822	REVOLUTION	1.00	EA	4,050.00	4,050.00	Sep-23-2008
Schedule Total						<u>4,050.00</u>	
Item Total						<u>4,050.00</u>	
3- 1	N/A MAINT RNWL - PARADISE SOFTWARE - TOKYO 00000000000022821	REVOLUTION	1.00	EA	4,050.00	4,050.00	Sep-23-2008
Schedule Total						<u>4,050.00</u>	
Item Total						<u>4,050.00</u>	
Total PO Amount						<u>16,100.00</u>	

PURCHASE ORDER TERMS AND CONDITIONS

ACCEPTANCE; TERM; TERMINATION -- These terms and conditions (the "T&Cs") constitute Customer's acceptance of Supplier's offer (the "Offer," together with the T&Cs, the "Order") to sell and/or license products and/or services, as applicable, to the Customer identified in this Order. Customer's acceptance of this Order is expressly subject to the terms and conditions contained herein, unless otherwise expressly agreed to in a writing signed by Customer pursuant to the Section titled "Miscellaneous" below. If ongoing services are to be provided pursuant to this Order, the term of such services shall be one year unless otherwise specified in the T&Cs or in a writing signed by the parties. Customer may renew services under the same T&Cs at any time by providing written notice to Supplier for subsequent one-year terms unless Supplier provides notice of non-renewal to Customer no later than sixty days prior to the end of the then-current term. If neither party gives notice of renewal or non-renewal, upon the expiration of the term, this Order shall continue month-to-month under these T&Cs.

FEES -- Invoices shall be sent to Customer's address set forth in this Order. Undisputed invoices shall be payable within sixty (60) days of receipt. Supplier shall not invoice any products or services provided hereunder at a price higher than that shown on this Order, which price includes all applicable federal, state and local taxes. If the price is omitted on the Order, the price will be the lowest prevailing market price for such products or services. Customer shall not be responsible for any charges for delivery, installation, transportation or packaging. Supplier will not be entitled to reimbursement from Customer for any expenses it incurs in connection with fulfilling this Order.

DELIVERY AND ACCEPTANCE; RISK OF LOSS; CUSTOMER'S PROPERTY -- Title and risk of loss shall remain with Supplier until products purchased under this Order have been delivered to Customer at the

Signature not required on emailed Pos

Purchase Order

Lehman Brothers - Americas

70 Hudson Street
 LEHMAN BROTHERS
 Jersey City NJ 07302
 United States

Vendor: 1000004503
 REVOLUTION COMPUTING
 265 Church Street
 Suite 1006
 New Haven CT 06510

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
LBUSA-0000073184	Sep-09-2008		2
Payment Terms	Freight Terms	Ship Via	
Net 30	Destination, PPD	Common	
Buyer	Phone	Currency	
Nuzzela, Danielle	1 201 499 2721	USD	

Ship To: 70HXXVSOFT
 70 Hudson Street
 LEHMAN BROTHERS
 Jersey City NJ 07302
 United States

Bill To: P.O. Box 2339
 Secaucus NJ 07096
 United States

Tax Exempt? N	Tax Exempt ID:	Replenishment Option: Standard	PO Price	Extended Amt	Due Date
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location specified in the Order and have been accepted by Customer. If Supplier does not comply with Customer's delivery schedule, Customer may either approve a revised schedule or terminate the Order without liability. Upon delivery, Customer may inspect all products and services purchased hereunder to determine if they meet all applicable requirements, and are otherwise in good condition, suitable for their intended business use. IF, IN THE REASONABLE JUDGMENT OF CUSTOMER, THE PRODUCTS OR SERVICES ARE UNSATISFACTORY, CUSTOMER MAY REJECT SUCH PRODUCTS OR SERVICES. Customer shall return rejected products to Supplier at Supplier's expense. Except for Software licensed to Customer hereunder, all products and services provided to Customer under this Order shall be and remain the personal property of Customer. Any developed works or other intellectual property or materials created by Supplier under this Order shall be owned exclusively by Customer.

SOFTWARE -- This Section will apply to the extent that this Order includes Software (embedded or stand-alone). Unless otherwise specified in the T&Cs or in another applicable agreement between the parties, Supplier grants to Customer a worldwide, perpetual, royalty-free license to use, display and perform the Software identified in this Order in the ordinary course of Customer's business operations and for its own business purposes, including, but not limited to, processing its own information and that of its affiliates and clients as part of its business. Use includes use by or on behalf of Customer or Customer's affiliates, and use by third parties under contract to provide services to Customer or its affiliates, on any number of PCs and in any number of instances, subject to the restrictions set forth herein. If applicable, Use also includes the right of Customer to freely use and distribute, internally within Customer, among Customer's affiliates, and with Customer's clients, data produced by the Software, including data in any proprietary formats used by the Software. Customer may make a reasonable number of copies of the Software solely for backup, training, archiving, testing and disaster recovery. "Software" means the software programs listed in this Order and any upgrades, updates, enhancements, modifications, alterations, improvements, revisions, releases, and new versions. Customer may transfer the Software from one hardware platform or operating system to another (or both) for which the Software is or becomes generally available, at no additional charge. Customer will not modify, reverse assemble, or reverse compile any part of the Software, except as permitted by applicable law. Customer may make copies of and incorporate any documentation for the Software in other works prepared for Customer's business, so long as all intellectual property notices of Supplier are included as they appear on or in the documentation.

COMPLIANCE WITH LAWS -- In connection with the products provided and/or services performed hereunder, Supplier shall at Supplier's sole cost, comply with, and shall require all Suppliers, subcontractors and/or consultants retained by Supplier to comply with (i) all requirements of applicable laws, orders, rules and regulations of governmental authorities, and (ii) all policies, rules and regulations of Customer (including, without limitation, Customer's policies regarding security and testing for controlled substances) and of the building in which the products are provided and/or the services are to be performed. Supplier shall not file any mechanic's or materialman's lien or claim against Customer's property nor against the buildings in which the products are provided and/or the services are performed, nor shall Supplier suffer or permit any such lien to be filed by any of its subcontractors and/or consultants.

CONFIDENTIALITY -- Supplier shall preserve as confidential all information related to the business activities of Customer and its affiliates, clients, and entities with whom Customer does business that may be obtained by Supplier from any source (such information, together with the existence and terms of this Order, constituting the "Confidential Information"). Supplier shall hold Confidential Information in trust and confidence for Customer and shall not disclose Confidential Information to any person, firm or enterprise, or use any Confidential Information for its own benefit or the benefit of any other party, unless specifically authorized by Customer in writing, and to limit access and disclosure of such Confidential Information to Supplier's personnel on a "need to know" basis only. Confidential Information does not include any particular information that the Supplier can demonstrate (i) is currently in the public domain, (ii) was previously known to Supplier free from any obligation to keep it confidential, (iii) was or is publicly disclosed by or on behalf of the Customer either prior to or subsequent to the receipt of such information by Supplier, (iv) is independently developed by the Supplier without any access to or use of Confidential Information of

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Purchase Order	Date	Revision	Page
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Nuzzela, Danielle	1 201 499 2721	USD	

Ship To: 70HXXVSOFT
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Jersey City NJ 07302
United States

Bill To: P.O. Box 2339
Secaucus NJ 07096
United States

Tax Exempt? N **Tax Exempt ID:** .

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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Customer, or (v) is rightfully obtained by Supplier from a third party lawfully in possession of the Confidential Information and who is not bound by confidentiality obligations to Customer. Supplier may disclose Confidential Information of Customer if required to do so under applicable law, rule or order provided that Supplier, where reasonably practicable and to the extent legally permissible, provides Customer with prior written notice of the required disclosure so that Customer may seek a protective order or other appropriate remedy, and provided further that Supplier discloses no more Confidential Information of the Customer than is reasonably necessary in order to respond to the required disclosure. At any time at the request and option of the Customer and in the event of termination or expiration of the Order (or any part thereof), Supplier agrees to promptly: (i) return to Customer the Confidential Information; or (ii) destroy or permanently erase (on all forms of recordation) the Confidential Information and, if requested by Customer, acknowledge in writing that all such Confidential Information has been destroyed or permanently erased. In addition, Supplier acknowledges and agrees that any disclosure of Confidential Information will in no way be construed to be an assignment, transfer, or conveyance of title to or ownership rights in such Confidential Information.

WARRANTY -- Supplier warrants that all products sold under this Order are free from defects in material, workmanship and design, and that all services provided under this Order shall be performed in a high-quality, professional and workmanlike manner by qualified personnel.

PUBLICITY -- Supplier will not use the name or marks of, refer to, or identify Customer (or any related entity) in publicity releases, interviews, promotional or marketing materials, public announcements, customer listings, testimonials or advertising without the prior written consent of Customer in each such instance.

INSURANCE -- Supplier at its sole cost and expense, shall maintain with insurance companies having a Best's rating of A or better, (i) comprehensive general liability insurance in an amount not less than \$2,000,000 and (ii) automobile liability insurance in an amount not less than \$1,000,000 and (iii) worker's compensation insurance as required by law. Such policies shall include an endorsement naming Customer and any other entities designated by the Customer as additional insureds and shall include a waiver by the insurance carrier of any subrogation rights. Within ten (10) days after the date hereof, Supplier shall deliver to Customer binders or certificates of insurance showing that each policy of insurance which Supplier is required to maintain hereunder is in full force and effect and that the premium therefore has been paid in full and providing that such policies may not be canceled, supplemented, amended or modified before the expiration date thereof without issuing company giving at least thirty (30) days prior written notice to Customer.

INDEMNIFICATION -- Supplier shall, at its own expense, indemnify, defend and hold harmless Customer, Customer's parent, subsidiaries and affiliates and any additional indemnified parties that may be designated by Customer, together with the respective partners, agents, officers, directors and employees of all of the foregoing, from and against any loss, cost, expense, claim, injury or damage (including, without limitation, reasonable attorneys' fees and expenses), whether incurred due to third party claims or otherwise, arising or resulting from or caused by (i) any act or omission or willful misconduct of Supplier or any consultant, engineer or other party retained by Supplier or any of its or their partners, directors, officers, employees, agents or subcontractors; (ii) any breach or default by Supplier in the performance of any of its obligations under this Order, or (iii) any claim that any product and/or services furnished by or on behalf of Supplier, or the use thereof by Customer, constitutes an infringement, misappropriation or unlawful use or disclosure of any intellectual property rights of a third party.

LIMITATION OF LIABILITY -- IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR LOST REVENUE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS ORDER; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY WILL NOT APPLY TO ANY OF THE FOLLOWING: (A) SUPPLIER'S INDEMNIFICATION OBLIGATIONS HEREUNDER; (B) SUPPLIER'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS ORDER; OR (C) ANY UNLAWFUL OR WILLFUL MISCONDUCT BY SUPPLIER.

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Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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RECORD RETENTION AND INSPECTION -- During the term of this Order and for a period of at least three (3) years after the date of the final payment under this Order, Supplier will maintain complete and accurate accounting records in connection with products provided and Services performed under this Order, in accordance with generally accepted accounting principles applied on a consistent basis, to substantiate its charges hereunder. Such records will include, without limitation, payroll records, attendance cards, time tracking sheets and job summaries. Supplier will provide Customer or its designees access to such records for audit purposes during the term of this Order and for three (3) years after the date of the final payment under this Order.

BREACH/REMEDIES -- In the event of any breach of this Order by Supplier, Customer may (reserving cumulatively all other remedies and rights under this Order, at law and in equity) terminate this Order, in whole or in part, by giving Supplier thirty (30) days' prior written notice of termination thereof; provided, however, that such termination will not be effective if Supplier has cured the breach of which it has been notified prior to the expiration of such thirty (30) day notice period. Additionally, Customer may terminate this Order for convenience by giving Supplier written notice specifying the termination date. In such event, Customer will be obliged to pay Supplier at the agreed upon rates for all products and services accepted by Customer up to the effective date of termination, subject to a refund of any unearned, prepaid fees, but will not be liable for any other termination-related charges.

MISCELLANEOUS -- Except to the extent the parties have entered into an agreement covering the products and/or services provided hereunder (in which case such other agreement's terms shall apply), (a) this Order constitutes the entire agreement between the Customer and the Supplier and voids all prior agreements concerning the subject matter hereof; and (b) no modification, amendment, supplement to, or waiver of this Order or any of its provisions shall be binding upon the parties unless made in a writing duly signed by both parties, and specifically referencing these T&Cs, and stating that such modification, amendment, or supplement is made to modify, amend or supplement these T&Cs. No amendment or modification to these T&Cs may be executed via electronic signatures unless the parties first agree in a writing that is not an electronic communication to be bound by electronic signatures. Any purchase order printed on a form provided by Supplier may be used for convenience only, but these T&Cs shall solely control the terms of this Order, and any such terms contained on any form(s) received from Supplier shall be of no force and effect. Failure or delay on the part of Customer to exercise any right hereunder shall not operate as a waiver thereof. Any services performed by Supplier will be performed as an independent contractor, and Supplier will be solely responsible for any applicable payroll or income taxes. This Order shall be governed under the laws of the State of New York, excluding its conflicts of laws rules. If any term, provision or part of these T&Cs is to any extent held invalid, void or unenforceable by a court of competent jurisdiction, the remainder of these T&Cs will not be impaired or affected thereby, and each term, provision and part will continue in full force and effect, and will be valid and enforceable to the fullest extent permitted by law. Supplier may not assign this Order or delegate any of its responsibilities hereunder without the prior written consent of the Customer, and any such purported assignment or delegation shall be null and void. Customer may freely assign this order to any affiliate, or to any entity acquiring all or substantially all of its assets or which is a successor by merger to Customer, or to any party acquiring that portion of Customer's business to which the products and/or services purchased or licensed under this Order pertain. Any provision of this Order that contemplates performance or observance subsequent to termination or expiration of the Order (including confidentiality, limitation of liability, indemnification provisions and perpetual licenses) will survive termination or expiration of this Order and continue in full force and effect thereafter.

Signature not required on emailed Pos



REvolution Computing Inc.
 One Century Tower
 265 Church Street Street, Suite 1006
 New Haven, CT 06510

(203)777-7442

Invoice

DATE	INVOICE #
09/15/2008	1010
TERMS	DUE DATE
Due on receipt	09/15/2008

BILL TO
Lehman Brothers-Americas Lehman Brothers-Americas P.O. Box 2339 Secaucus, NJ 07096

AMOUNT DUE	ENCLOSED
\$16,100.00	

Please detach top portion and return with your payment.

Activity	Amount
• Paradise Software Maintenance Tokyo: 10/1/08 to 9/30/09	4,050.00
• Paradise Software Maintenance London: 10/1/08 to 9/30/09	4,050.00
• Paradise Software Maintenance NYC: 10/1/08 to 9/30/09	8,000.00
TOTAL	\$16,100.00

Thank you for your business.

FedEx® US Airbill

8624 5077 7245

0200

FedEx Retrieval Copy

1 From

Date 09/19/08 Sender's FedEx Account Number 4153-9462-4

Sender's Name Kirk McKel Phone 203 777-7442

Company Revolution Computer

Address 265 Church Street Suite 1006

City New Haven State CT ZIP 06510

2 Your Internal Billing Reference

3 To

Recipient's Name Epig Distribution Systems Phone

Company Atalenna Books Holdings (Inc) Press

Recipient's Address 757 Third Avenue 3rd Fl

Address New York State NY ZIP 10017



8624 5077 7245

Form ID No.

4a Express Package Service
FedEx Priority Overnight® (next business morning - Friday, unless SATURDAY Delivery is selected) 5
FedEx Standard Overnight® (next business afternoon - Saturday Delivery NOT available) 6
FedEx 2Day® (two business days - Third business day* unless SATURDAY Delivery is selected) 20
FedEx Express Saver® (third business day* unless SATURDAY Delivery is selected) 20
* To most locations.

4b Express Freight Service
FedEx 1Day Freight® (next business day** - Thursday, unless SATURDAY Delivery is selected) 8
FedEx 2Day Freight® (second business day** - Thursday, unless SATURDAY Delivery is selected) 8
FedEx 3Day Freight® (third business day** - Saturday Delivery NOT available) 83
* To most locations.

5 Packaging
FedEx Envelope* 2
FedEx Pak* (includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak) 3
FedEx Box 4
FedEx Tube 1
Other 1
* Declared value limit \$500.

6 Special Handling
SATURDAY Delivery (FedEx Standard Overnight® or FedEx 2Day®) at FedEx Location (FedEx First Overnight® or FedEx 3Day Freight®) 3
HOLD Weekday (No available for FedEx First Overnight® or FedEx 3Day Freight®) 1
HOLD Saturday (No available for FedEx First Overnight® or FedEx 3Day Freight®) 31
Include FedEx address in Section 3.
Does this equipment contain dangerous goods? No 4 Yes 4
One box must be checked.
As per attached Shipper's Declaration. Shipper's Declaration not required. Dry Ice (Dry Ice 5, UN 1845) 6
Cargo Aircraft Only 1
Obtain Recip. Acct. No. 6
Obtain Recip. Acct. No. 6
Cash/Check 5

7 Payment Bill to: Sender Acct. No. or Credit Card No. below. Recipient 2 Third Party 3 Credit Card 4 Cash/Check 5
We cannot deliver to P.O. boxes or P.O. ZIP codes.

8 Residential Delivery Signature Options
No Signature Required 10
Direct Signature (Someone at recipient's address may sign for package) 34
Indirect Signature (If no one is at recipient's address, someone at a neighboring address may sign for delivery. Fee applies.) 34
If you require a signature, check Direct or Indirect.

Total Packages 1
Total Weight 0.15
Your liability is limited to \$100 unless you declare a higher value. See the current FedEx Service Guide for details. *Credit Card Auth.

SEP 22 2008

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