

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----X
In re : Chapter 11
Telogy, LLC, et al. : Case No. 10-10206 (MFW)
Debtors. : Jointly Administered
:
-----X

**SECOND MONTHLY FEE APPLICATION OF WILLKIE FARR &
GALLAGHER LLP AS CO-COUNSEL TO THE DEBTORS FOR ALLOWANCE OF
COMPENSATION AND REIMBURSEMENT OF EXPENSES INCURRED FOR
THE PERIOD MARCH 1, 2010 THROUGH MARCH 31, 2010**

Name of Applicant: Willkie Farr & Gallagher LLP
Authorized to Provide Professional Services to: Debtors and Debtors in Possession
Date of Retention: Effective as of January 24, 2010
Period for which compensation and reimbursement is sought: March 1, 2010 through March 31, 2010
Amount of Interim Compensation sought as actual, reasonable, and necessary: \$288,042.50
Amount of Interim Expense Reimbursement sought as actual, reasonable, and necessary: \$6,357.02
This is a: X monthly ___ interim ___ final application

This Application does not include any fees incurred in connection with the preparation and filing of this Application. WF&G intends to seek compensation in connection with preparation and filing of this Application at a later date.

MONTHLY COMPENSATION BY INDIVIDUAL

Name of Professional Person	Position of the Applicant, Number of Years in that Position, Prior Relevant Experience, Year of Bar Admission, Area of Expertise	Hourly Billing Rate	Total Hours Billed	Total Compensation
PARTNERS				
Gordon R. Caplan	Partner since 2002. Joined firm as a Partner in 2002. Member of NY Bar since 1992. Practices in firm's Corporate & Financial Services Department.	\$890	15.30	\$13,617.00
John C. Longmire	Partner since 2004. Joined firm as an associate in 1995. Member of NY Bar since 1996. Practices in firm's Business Reorganization & Restructuring Department.	\$825	70.50	\$58,162.50
David E. Rubinsky	Partner since 2007. Joined firm as an associate in 1999. Member of NY Bar since 1998. Practices in firm's Executive Compensation & Employee Benefits Department.	\$730	0.40	\$292.00
COUNSEL				
Miriam A. Bishop	Counsel since 2007. Joined firm as an associate in 1995. Member of DC Bar since 1989. Practices in firm's Corporate & Financial Service Department.	\$690	2.40	\$1,656.00
Cindy J. Chernuchin	Special Counsel since 2005. Joined firm as an associate in 1997. Member of NY Bar since 1985. Practices in firm's Corporate & Financial Services Department.	\$690	4.60	\$3,174.00

Name of Professional Person	Position of the Applicant, Number of Years in that Position, Prior Relevant Experience, Year of Bar Admission, Area of Expertise	Hourly Billing Rate	Total Hours Billed	Total Compensation
ASSOCIATES				
Gerald Brant	Joined firm as an associate in 2007. Member of NY Bar since 2008. Practices in firm's Corporate & Financial Services Department.	\$535	48.30	\$25,840.50
Katie M. Calabrese	Joined firm as an associate in 2006. Member of NY Bar since 2007. Practices in firm's Executive Compensation & Employee Benefits Department.	\$555	0.80	\$444.00
Ann Harrington	Joined firm as an associate in 2008. Member of NY Bar since 2009. Practices in firm's Corporate & Financial Services Department.	\$480	9.90	\$4,752.00
Shaunna D. Jones	Joined firm as an associate in 2003. Member of NY Bar since 2004. Practices in firm's Business Reorganization & Restructuring Department.	\$675	40.80	\$27,540.00
Andrew R. Mariniello	Joined firm as an associate in 2005. Member of NY Bar since 2006. Practices in firm's Corporate & Financial Services Department.	\$610	61.10	\$37,271.00
Jordan A. Messinger	Joined firm as an associate in 2004. Member of NY Bar since 2004. Practices in firm's Executive Compensation & Employee Benefits Department.	\$645	0.50	\$322.50

Name of Professional Person	Position of the Applicant, Number of Years in that Position, Prior Relevant Experience, Year of Bar Admission, Area of Expertise	Hourly Billing Rate	Total Hours Billed	Total Compensation
Joseph F. Richburg	Joined firm as an associate in 2006. Member of NY Bar since 2005. Practices in firm's Litigation Department.	\$645	85.10	\$54,889.50
Andrew D. Sorkin	Joined firm as an associate in 2007. Member of NY Bar since 2008. Practices in firm's Business Reorganization & Restructuring Department.	\$535	51.90	\$27,766.50
Michael P. Trahar	Joined firm as an associate in 2004. Member of DC Bar since 2005. Practices in firm's Litigation Department.	\$645	0.20	\$129.00
LAW CLERK				
Anna Burns	Joined firm as a law clerk in 2009. Practices in firm's Business Reorganization & Restructuring Department.	\$290	69.20	\$20,068.00
LEGAL ASSISTANTS				
Andy Alcindor	Legal Assistant - Litigation Technology Support	\$110	19.80	\$2,178.00
Alison Ambeault	Legal Assistant - Business Reorganization & Restructuring Department	\$240	1.30	\$312.00
Elizabeth Bubriski	Legal Assistant - Business Reorganization & Restructuring Department	\$170	3.30	\$561.00
Corey Casbarro	Legal Assistant - Business Reorganization & Restructuring Department	\$170	38.90	\$6,613.00

Name of Professional Person	Position of the Applicant, Number of Years in that Position, Prior Relevant Experience, Year of Bar Admission, Area of Expertise	Hourly Billing Rate	Total Hours Billed	Total Compensation
Jesse Goldstein	Legal Assistant - Corporate & Financial Services Department	\$180	7.00	\$1,260.00
Heriona Pepaj	Legal Assistant - Litigation Technology Support	\$180	0.90	\$162.00
Bonnie L. Schmidt	Legal Assistant - Corporate & Financial Services Department	\$240	4.30	\$1,032.00
GRAND TOTAL			536.50	\$288,042.50
BLENDED RATE¹		\$536.89		

¹ The blended hourly billing rate of \$536.89 is derived by dividing the total fees of \$288,042.50 by the total hours of 536.50.

MONTHLY COMPENSATION BY PROJECT CATEGORY

Project Category	Total Hours	Total Fees
(01) General Chapter 11	53.10	\$27,926.00
(02) General Litigation	22.90	\$13,825.50
(03) General Corporate	10.70	\$3,773.50
(04) Executory Contracts and Leases	11.10	\$5,530.50
(06) Employee/Pensions/Labor	1.30	\$803.50
(07) Tax Issues	.10	\$53.50
(09) Creditor/Claim Issues	203.00	\$99,548.50
(10) WF&G Retention	.60	\$174.00
(11) Non-WF&G Retention	3.60	\$2,330.00
(12) WF&G Fee Applications	20.60	\$5,507.50
(14) Schedules, Statements and Monthly Reports	2.20	\$984.50
(15) Cash Collateral/DIP	6.10	\$4,306.00
(16) Asset Sales	201.20	\$123,279.50
TOTALS	536.50	\$288,042.50

MONTHLY EXPENSE SUMMARY

Disbursement Category	Total Costs
Postage/Messenger/Overnight Delivery	\$101.88
Local Transportation	\$399.79
Telephone - Long Distance	\$115.75
Local Meals	\$1,200.61
Other Out of Town Travel	\$17.20
Airfare / Train	\$232.30
Reproduction	\$1,325.92
Air Freight	\$8.65
Conference Services	\$115.00
Data Acquisition	\$2,839.92
TOTAL	\$6,357.02

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----X
In re : Chapter 11
Telogy, LLC, et al., : Case No. 10-10206 (MFW)
Debtors. : Jointly Administered
:
:
-----X

**SECOND MONTHLY FEE APPLICATION OF WILLKIE FARR &
GALLAGHER LLP AS CO-COUNSEL TO THE DEBTORS FOR
ALLOWANCE OF COMPENSATION AND REIMBURSEMENT OF EXPENSES
INCURRED FOR THE PERIOD MARCH 1, 2010 THROUGH MARCH 31, 2010**

In accordance with sections 330 and 331 of title 11 of the United States Code (the “Bankruptcy Code”), Rule 2016 of the Federal Rules of Bankruptcy Procedure, Rule 2016-2 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), and this Court’s Amended Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals, dated March 9, 2010 [Docket No. 147] (the “Amended Interim Compensation Order”), the law firm of Willkie Farr & Gallagher LLP (“WF&G”), co-counsel to the debtors and debtors in possession in the above-captioned cases (the “Debtors”), hereby submits its second monthly fee application (the “Application”) for interim allowance of compensation for professional services rendered and reimbursement of expenses incurred for the interim period March 1, 2010 through March 31, 2010 (the “Compensation Period”). In support of its Application, WF&G respectfully represents:

BACKGROUND

1. WF&G was employed to represent the Debtors as bankruptcy co-counsel in connection with these chapter 11 cases, effective as of January 24, 2010, pursuant to an Order entered by this Court on February 19, 2010 [Docket No. 110] (the "Retention Order"). The Retention Order authorized WF&G to be compensated on an hourly basis and to be reimbursed for actual and necessary out-of-pocket expenses.

2. By this Application, WF&G respectfully requests that the Court authorize: (a) interim allowance of compensation for professional services rendered by WF&G for the Debtors during the Compensation Period in the amount of \$288,042.50; and (b) reimbursement of actual and necessary expenses incurred by WF&G in connection with the rendition of professional services for the Debtors during the Compensation Period in the amount of \$6,357.02.¹

SUMMARY OF SERVICES RENDERED

3. Attached hereto as Exhibit A is a detailed statement of fees incurred during the Compensation Period, showing the amount of \$288,042.50 due for fees. Exhibit B is a detailed statement of expenses incurred during the Compensation Period, showing the amount of \$6,357.02 for reimbursement of expenses.

4. The services rendered by WF&G during the Compensation Period are grouped into the categories set forth in Exhibit A. The attorneys, legal assistants and other professionals who rendered services relating to each category are identified, along with the

¹ In addition to the services and disbursements described herein, WF&G, in its own discretion, reallocated to a holding account \$129.97 for disbursements incurred, which disbursements may not comply with the guidelines for fees and disbursements for professionals promulgated by the Office of the United States Trustee for the District of Delaware. Although WF&G currently is not seeking payment for such amounts in this Application, WF&G reserves the right to seek payment of such amounts in its final fee application.

number of hours for each individual and the total compensation sought for each category, in the attachments hereto.

VALUATION OF SERVICES

5. Attorneys, legal assistants and other professionals of WF&G have expended a total of 536.50 hours in connection with these cases during the Compensation Period.

6. The amount of time spent by each WF&G professional person providing services to the Debtors for the Compensation Period is fully set forth in the detail attached hereto as Exhibit A. These are WF&G's normal hourly rates of compensation for work of this character. The reasonable value of the services for which WF&G seeks compensation for the Compensation Period as co-counsel to the Debtors in these chapter 11 cases is \$288,042.50.

7. WF&G believes that the time entries included in Exhibit A attached hereto and the expense breakdown set forth in Exhibit B attached hereto are substantially in compliance with the requirements of Local Rule 2016-2.

8. In accordance with the factors enumerated in section 330 of the Bankruptcy Code, the amount requested in this Application is fair and reasonable given: (a) the complexity of these cases; (b) the time expended; (c) the nature and extent of the services rendered; (d) the value of such services; (e) the skill and experience that WF&G has demonstrated in the bankruptcy field; and (f) the costs of comparable services in cases other than cases under the Bankruptcy Code.

DISBURSEMENTS

9. WF&G has incurred out-of-pocket disbursements during the Compensation Period in the amount of \$6,357.02. This disbursement sum is broken down into categories of charges, including, among other things: local transportation/car service charges; telephone (long distance); expenses for "working meals"; travel expenses; reproduction charges;

and computerized research/data acquisition charges. A complete review by category of the expenses incurred for the Compensation Period may be found in the attachments hereto as Exhibit B.²

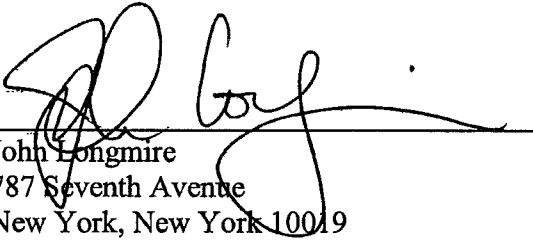
10. In compliance with Local Rule 2016-2, WF&G represents that: (i) its rate for duplication is \$.10 per page; (ii) there is no charge for incoming or outgoing telecopier transmissions; and (iii) there is no surcharge for computerized research.

² WF&G's standard practice is to treat expenses as having been incurred when such obligations are recorded and reflected as payable in WF&G's accounting system. Accordingly, WF&G may seek reimbursement of disbursements relating to the Compensation Period in subsequent applications.

WHEREFORE, WF&G respectfully requests that the Court: (a) authorize (i) interim allowance of compensation for professional services rendered by WF&G for the Debtors during the Compensation Period in the amount of \$288,042.50; and (ii) reimbursement of actual and necessary expenses incurred by WF&G in connection with the rendition of professional services for the Debtors during the Compensation Period in the amount of \$6,357.02;³ and (b) grant such other and further relief as the Court deems just and proper.

Dated: Wilmington, Delaware
April 23, 2010

WILLKIE FARR & GALLAGHER LLP



John Longmire
787 Seventh Avenue
New York, New York 10019
(212) 728-8000

Co-Counsel to the Debtors and Debtors in Possession

³ In accordance with the Amended Interim Compensation Order, the amount payable to WF&G under this Application is \$236,791.02 (80% of the compensation requested plus 100% of expenses requested). WF&G reserves the right to make further adjustments to the amount of fees requested in this Application in connection with any application for interim or final compensation and reimbursement of expenses.

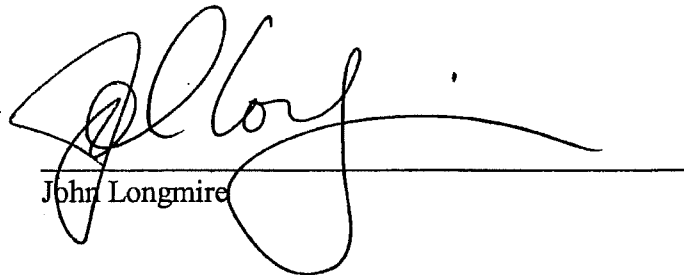
DECLARATION

John Longmire, declares and says:

1. I am a Member of the applicant firm, Willkie Farr & Gallagher LLP and have been admitted to the Bar of the State of New York since 1996.
2. I have personally performed some of the legal services rendered by Willkie Farr & Gallagher LLP as co-counsel to the Debtors, and I am thoroughly familiar with all other work performed on behalf of the Debtors by the lawyers in the firm. Moreover, I have reviewed Rule 2016-2 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the District of Delaware, and submit that the Application substantially complies with such Rule.
3. The facts set forth in the foregoing Application are true and correct to the best of my knowledge, information and belief.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 23rd day of April, 2010.



John Longmire

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re)	Chapter 11
)	
Telogy, LLC, <u>et al.</u> ,)	Case No. 10-10206 (MFW)
)	
)	Jointly Administered
Debtors. ¹)	
)	Objection Deadline: May 7, 2010 at 4:00 p.m. (ET)
)	Hearing Date: Only if Objection(s) are filed

NOTICE OF APPLICATION

TO: (I) THE DEBTORS; (II) THE OFFICE OF THE UNITED STATES TRUSTEE; (III) COUNSEL TO THE COMMITTEE; AND (IV) COUNSEL TO THE AGENT AND LENDERS TO THE DEBTORS

PLEASE TAKE NOTICE that Broadpoint Capital , Inc., financial advisor to the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), has filed its **First Application for Allowance of Compensation and Reimbursement of Expenses for the Period from January 24, 2010 through March 31, 2010** (the “Application”), seeking allowance of fees in the amount of \$400,620.00 and reimbursement of expenses in the amount of \$21,266.42.

PLEASE TAKE FURTHER NOTICE that Objections to the Application, if any, are required to be filed on or before **May 7, 2010 at 4:00 p.m. (ET)** (the “Objection Deadline”) with the Clerk of the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 Market Street, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that at the same time, you must also serve a copy of the Objection so as to be received by the following on or before the Objection Deadline: (i) the Debtors, Telogy, LLC, 3200 Whipple Road, Union City, CA 94587 (Attn: Mark L. Brandt); (ii) co-counsel to the Debtors, (a) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019-6099 (Attn: John C. Longmire, Esq. and Shaunna D. Jones, Esq.), and (b) Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, DE 19801 (Attn: Matthew B. Lunn, Esq. and Donald J. Bowman, Jr., Esq.); (iii) the Office of the United States Trustee, 844 King St., Suite 2207, Wilmington, DE 19801 (Attn: Richard Schepacarter, Esq.); (iv) proposed co-counsel to the Creditors’ Committee, (a) Jager Smith P.C., One Financial Center, Boston, MA 02111 (Attn: Brendan C. Recupero, Esq.), and (b) Greenberg Traurig LLP, 1007 North Orange Street, Suite 1200, Wilmington, DE 19801 (Attn: Donald J. Detweiler, Esq.); and (v) counsel to the Agent

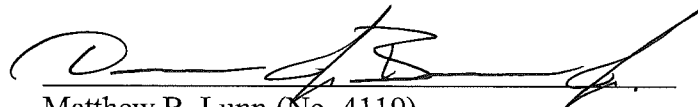
¹ The last four digits of the taxpayer identification numbers of the Debtors follow in parentheses: (i) Telogy, LLC (1530) and (ii) e-Cycle, LLC (1582). The Debtors’ executive headquarters are located at 3200 Whipple Road, Union City, California 94587.

and Lenders, Edwards Angell Palmer & Dodge LLP, 919 N. Market Street, 15th Floor, Wilmington, DE 19801 (Attn: Stuart Brown, Esq. and R. Craig Martin, Esq.)

PLEASE TAKE FURTHER NOTICE THAT PURSUANT TO THE AMENDED ORDER ESTABLISHING PROCEDURES FOR INTERIM COMPENSATION AND REIMBURSEMENT OF EXPENSES OF PROFESSIONALS [DOCKET NO. 147], IF NO OBJECTIONS ARE FILED AND SERVED IN ACCORDANCE WITH THE ABOVE PROCEDURE, THE DEBTORS WILL BE AUTHORIZED TO PAY 80% OF THE REQUESTED INTERIM FEES AND 100% OF THE REQUESTED INTERIM EXPENSES WITHOUT FURTHER ORDER OF THE COURT. ONLY IF AN OBJECTION IS PROPERLY AND TIMELY FILED IN ACCORDANCE WITH THE ABOVE PROCEDURE WILL A HEARING BE HELD ON THE APPLICATION.

Dated: Wilmington, Delaware
April 22, 2010

YOUNG CONAWAY STARGATT & TAYLOR, LLP



Matthew B. Lunn (No. 4119)
Donald J. Bowman, Jr. (No. 4383)
Robert F. Poppiti, Jr. (No. 5052)
The Brandywine Building
1000 West Street, 17th Floor
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

- and -

WILLKIE FARR & GALLAGHER LLP
John C. Longmire
Shaunna D. Jones
Andrew D. Sorkin
787 Seventh Avenue
New York, New York 10019-6099
Telephone: (212) 728-8000
Facsimile: (212) 728-8111

Co-Counsel for Debtors and Debtors in Possession

EXHIBIT A

Broadpoint.Gleacher

January 25, 2009

PERSONAL & CONFIDENTIAL

Gary Phillips
Chief Executive Officer
Telogy LLC
3200 Whipple Road
Union City, CA 94587

Dear Mr. Phillips:

Broadpoint Capital, Inc. ("Broadpoint") is pleased to be engaged by Telogy, LLC and e-Cycle, LLC (collectively, the "Company") to act as financial advisor to the Company in connection with the services described herein. This letter agreement (the "Agreement") will confirm our mutual understanding of the terms of this engagement.

1. Scope of Services: In connection with the Company's bankruptcy cases (the "Cases"), Broadpoint will perform the following services, among others, for the Company:

- (a) Assisting and advising the Company in connection with analyzing, structuring, negotiating and effectuating, and identifying potential acquirors in connection with, the potential sale of the Company, or a controlling interest in the Company, or all or substantially all of the Company's assets or securities, through any structure or form of transaction or series of transactions, including, but not limited to, any direct or indirect acquisition, sale of assets (including a sale of assets pursuant to section 363 of the Bankruptcy Code (excluding any sale related to a credit bid)), merger, consolidation, joint venture, restructuring, transfer of securities, or any similar or related transaction or series of transactions or any combination thereof (an "M&A Transaction").
- (b) Performing the following additional financial advisory services, among others, for the Company: (a) to the extent reasonably requested by the Company, becoming familiar with, and analyzing, the business, operations, properties, financial condition and prospects of the Company; (b) advising the Company on the current state of the restructuring market, financial markets and industries in which the Company does business; (c) assisting and advising the Company in developing a general strategy for accomplishing any proposed Transaction(s); (d) assisting and advising the Company in implementing any Transaction(s) on behalf of the Company; (e) assisting and advising the Company in evaluating and analyzing any Transaction(s); and (f) rendering such other services as may from time to time be agreed upon by the Company and Broadpoint, including, but not limited to, providing expert testimony, and other expert and financial advisory support, related to any threatened, expected, or initiated litigation.

The scope of Broadpoint's engagement shall be limited to those matters expressly set forth in this Agreement and shall not include tax, legal, regulatory, accounting or other technical advice or services. This Agreement shall not constitute an offer, agreement or commitment to lend by Broadpoint or its affiliates.

2. Fees: The Company agrees to pay to Broadpoint the following fee:

- (a) A fee (an "M&A Transaction Fee") in respect of each M&A Transaction, equal to the greater of (i) \$400,000 and (ii) 1.50% of the Aggregate Purchase Price (as defined below). The M&A Transaction Fee shall be due and payable in cash by wire transfer upon the closing of such M&A Transaction.

As used in this Agreement, the term "Aggregate Purchase Price" shall mean, without limitation, the total value of all consideration (including cash, securities, notes and other property) paid or issued or to be paid or issued by the acquiring entity in connection with any M&A Transaction. If the Aggregate Transaction Value or a portion thereof is in the form of debt or equity securities, then the amount of the Aggregate Purchase Price will be based on the Fair Market Value of such securities.

In the event an M&A Transaction takes the form of a joint venture, partnership or similar structure, Aggregate Purchase Price shall mean the total amount of cash plus the fair market value of all securities and other property paid or payable by the acquiring entity, directly or indirectly, to such joint venture, partnership or other entity. "Fair Market Value" shall be determined with respect to securities, as follows: (i) if the securities are traded on a registered national exchange, the average of the closing sale prices for such securities on the registered national exchange providing the primary market in such securities for the five consecutive trading days ending three trading days prior to the closing date of the M&A Transaction; (ii) if the securities are not traded on a registered national exchange, the average of the closing bid prices as reported by the National Association of Securities Dealers Automated Quotation System for the five consecutive trading days ending three trading days prior to the closing date of the Transaction; or (iii) if the securities are not traded or reported, by agreement between the Company and Broadpoint.

- (b) In addition, if Broadpoint provides testimony with respect to any valuation analyses or issues in the Cases, fees of \$10,000 per day per Broadpoint professional providing testimony (the "Testimony Fee") shall be due and payable daily in cash by wire transfer upon the provision of any such testimony. Any such Testimony Fee shall be payable regardless of the information or conclusions presented in any such testimony.
- (c) In addition to the fees to be paid to Broadpoint as provided in Section 2 hereof, without regard to whether a Transaction is consummated or this Agreement expires or is terminated, the Company shall pay to, or on behalf of, Broadpoint, promptly as billed, all fees, disbursements and out-of-pocket expenses incurred by

Broadpoint in connection with its services under this Agreement (including, without limitation, the reasonable fees and disbursements of Broadpoint's in-house and outside legal counsel, travel and lodging expenses, word processing charges, research expenses, communication expenses, messenger and duplicating services, facsimile expenses and other customary expenditures).

The Company shall use its reasonable best efforts to obtain an order of the bankruptcy court presiding over the Cases (the "Bankruptcy Court") providing for the payment in full, in cash, of any applicable fees and expenses described in this Section 2.

The Company acknowledges that in light of Broadpoint's substantial experience, the uncertain nature of the time and effort that may be expended by Broadpoint in fulfilling its obligations under this Agreement, the costs associated with undertaking this engagement, and the "market rate" for professionals similar to Broadpoint, the fee arrangement hereunder is just, reasonable and fairly compensates Broadpoint for its services.

The Company further acknowledges and agrees that except as may otherwise be expressly set forth herein, each applicable fee described above for any Transaction shall be additive to any fees earned by Broadpoint relating to any other Transaction. For avoidance of doubt, Broadpoint can and shall earn and be paid the aggregate applicable fees owing to Broadpoint for each and every Transaction involving the Company pursuant to the terms of this Agreement.

All amounts owing to Broadpoint hereunder shall be the joint and several liability of the Company and each of its debtor affiliates and, unless otherwise agreed by Broadpoint in its sole and absolute discretion, shall be made in cash by wire transfer of immediately available U.S. funds, without deduction for any tax to an account designated by Broadpoint immediately when due and payable under this Agreement, subject to any necessary approvals of the Bankruptcy Court. No amounts paid or payable to Broadpoint or any of its affiliates under this Agreement shall be credited against any other amounts paid or payable to Broadpoint except as otherwise expressly stated in this Agreement. Subject to Bankruptcy Court approval, the Company's obligation to pay any fee or expense set forth herein shall be absolute and unconditional and shall not be subject to reduction by way of setoff, recoupment or counterclaim.

3. Information; Use of Name: The Company will furnish to Broadpoint (and, if appropriate, will request that any acquiring entity or financing entity furnish to Broadpoint) such information as Broadpoint believes relevant and appropriate to Broadpoint's services under this Agreement, or which Broadpoint requests, and agrees to cooperate fully with Broadpoint in connection with its financial review, analysis and services under this Agreement. The Company recognizes and agrees that, in performing the services contemplated by this Agreement, Broadpoint will be relying upon information furnished by the Company and, if appropriate, any acquiring or financing entity, as well as information available from public sources. Broadpoint will not assume responsibility for independently verifying any such information and Broadpoint will not make an independent evaluation or appraisal of any assets or liabilities (contingent or otherwise) of the Company or the acquiring or financing entity and, accordingly, the Company agrees that any information provided by or on behalf of the Company will be complete and accurate in all material respects, will not be misleading and will not omit any material fact or

document, and that the Company will promptly notify Broadpoint if it learns of any material inaccuracy, omission or misleading statement in any information previously delivered to Broadpoint.

Broadpoint will treat confidentially non-public information concerning the Company and its business that the Company discloses to Broadpoint in connection with this engagement for a period from the date of this Agreement to the date of termination or expiration of this Agreement and, except as otherwise required by law, regulation (including regulations or rules of any governmental agency or self-regulatory agency with appropriate jurisdiction) or legal process, Broadpoint will not disclose such information to a third party without the Company's consent, which consent shall not be unreasonably withheld.

No advice rendered by Broadpoint, whether formal or informal may be disclosed, in whole or in part, summarized or otherwise referred to without Broadpoint's prior written consent. In addition, Broadpoint may not be otherwise referred to by the Company or its agents or professionals without Broadpoint's prior written consent, which consent will immediately expire upon Broadpoint's resignation or any termination or expiration of this Agreement. Notwithstanding anything in this Agreement to the contrary, Broadpoint and the Company shall be permitted, subject to applicable laws, to disclose the tax treatment and tax structure of any Transaction (including any materials, opinions or analyses relating to such tax treatment or tax structure).

Broadpoint's advice is solely for the use and information of the Company, and is only to be used in considering the matters to which this Agreement relates. Such advice may not be relied upon by any other person, including, but not limited to, any official committee appointed in these Cases or any member of any such committee, or any security holder, employee or creditor of the Company, and may not be used or relied upon for any other purpose.

The Company agrees that Broadpoint, at its option and expense, has the right to place advertisements in financial and other newspapers and journals describing its services to the Company hereunder. If requested by Broadpoint, the Company shall include a mutually acceptable reference to Broadpoint in any press release (or other public announcement) made by the Company announcing a Transaction. At any time after the consummation or other public announcement of the closing of any Transaction contemplated herein, Broadpoint may use the name and logo of the Company and a brief description of such transaction in publications and/or marketing materials prepared and distributed by Broadpoint.

Broadpoint and the Indemnified Persons (as defined in Schedule A hereto) shall not be deemed agents or fiduciaries of the Company, any official committee appointed in the Cases, any member of any such committee, or any other security holder, employee or creditor of the Company, and will not have the authority to legally bind any of the foregoing.

4. Exclusivity; Contractual Duties; No Assurances: The Company acknowledges and agrees that Broadpoint has been retained to act solely as exclusive financial advisor to the Company. The Company agrees that it will not engage any other person to perform any financial advisory or similar services with respect to any potential Transaction or the services described herein. If the Company is contacted by any person concerning a potential Transaction, the

Company will promptly inform Broadpoint of such inquiry, and all relevant details thereof. Broadpoint will act under this Agreement as an independent contractor and any duties of Broadpoint arising out of its engagement pursuant to this Agreement shall be owed solely to the Company. It is understood that Broadpoint's responsibility to the Company is solely contractual in nature and that Broadpoint does not owe the Company or any of its affiliates, security holders, creditors, any other party or any official committee appointed in the Cases, any fiduciary duty, contractual duty or agency relationship as a result of its engagement under this Agreement.

This Agreement may not be assigned by either Broadpoint or the Company without the written consent of the other party, which consent shall not be unreasonably withheld. The benefits of, and the obligations and liabilities assumed in, this Agreement shall inure to the benefit of, and be binding upon, Broadpoint's and the Company's respective successors and permitted assigns.

This Agreement does not constitute a commitment or obligation by Broadpoint or any of its affiliates to provide any financing which may be required or advisable in connection with any Transaction contemplated herein. By signing this Agreement, the Company expressly acknowledges that Broadpoint does not guarantee, warrant or otherwise provide assurance that the Company will be able to implement or consummate any Transaction or Restructuring contemplated herein, or achieve any other result.

5. Indemnity: As further consideration under this Agreement, the Company and its estates shall indemnify and hold harmless the Indemnified Persons (as defined in Schedule A) in accordance with Schedule A hereto. The terms and provisions of Schedule A are incorporated herein by reference, constitute a part of this Agreement, and shall survive any termination or expiration of this Agreement.

6. Disclosures: Broadpoint Securities Group, Inc. and its subsidiaries, and affiliates (collectively, for purposes of section 6 hereof, "Broadpoint") are involved in a wide range of investment banking and other activities (including investment management, corporate finance and securities issuing, trading and research) from which conflicting interests, or duties, may arise. Broadpoint has implemented procedures designed to prevent (when appropriate to prevent) the dissemination of non-public information between departments and these procedures have been implemented to permit continuation of the routine activities of these departments regardless of the activities, or knowledge, of the other departments. Accordingly, knowledge of the confidential information by personnel of one department should not be imputed to personnel of other departments not in actual possession of such confidential information. Information that is held elsewhere within Broadpoint, but of which none of the individuals in Broadpoint's investment banking department involved in providing the services contemplated by this Agreement actually has knowledge, will not for any purpose be taken into account in determining Broadpoint's responsibilities to the Company under this Agreement. Neither Broadpoint Securities Group, Inc., nor any of its subsidiaries or affiliates, will have any duty to disclose to the Company or any other party, or utilize for the Company benefit, any non-public information acquired in the course of providing services to any other person engaging in any transaction (on its own account or otherwise) or otherwise. In addition, in the ordinary course of business, Broadpoint may trade the securities of the Company, its creditors, securityholders, members of any official committee appointed in the Cases, and of parties in interest or potential

participants in any Restructuring or other Transaction contemplated herein, for its own account and for the accounts of customers, and may at any time hold a long or short position in any such securities. The Company acknowledges that from time to time Broadpoint's research department may publish research reports or other materials, the substance and/or timing of which may conflict with the views or advice of the members of Broadpoint's investment banking department, which reports or materials may have an adverse effect on the Company interests in connection with the Restructuring or any Transaction contemplated herein or otherwise. Broadpoint's investment banking department is managed separately from its research department, and does not have the ability to prevent such occurrences.

7. Term of Agreement: Broadpoint's engagement hereunder will run from the effective date of this Agreement as approved by a final order of the Bankruptcy Court that is acceptable to Broadpoint in its sole and absolute discretion (the "Effective Date") to the earlier of the date on which (A) each of these Cases is either (i) dismissed, (ii) converted to cases under chapter 7 of the Bankruptcy Code, or (iii) subject to a plan of reorganization that has been confirmed by the Bankruptcy Court and has become effective, or (B) Broadpoint's services hereunder are terminated by either Broadpoint or the Company on thirty (30) days written notice to the other. Upon any termination of this Agreement, the Company shall immediately pay or cause to be paid to Broadpoint any accrued but unpaid fees hereunder, and shall reimburse Broadpoint for any unreimbursed expenses. In the event of any termination of this Agreement, Broadpoint shall be entitled to any applicable fees described in Section 2 of this Agreement, and such applicable fees shall be immediately due and payable (subject to any applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, applicable guidelines of the Office of the United States Trustee, and applicable rules of the Bankruptcy Court), if any Transactions are consummated prior to that date which is one year from of the date of any termination of this Agreement. Upon any termination of this Agreement, the rights and obligations of the parties hereunder shall terminate, except for the obligations set forth in Sections 2, 3, 5, 7, 9-11, and Schedule A hereto, which shall remain and in full force and effect, and shall be binding upon, and shall inure to the benefit of, any successors, assigns, heirs and representatives of the Company, any official committee or other trustee or examiner appointed in the Cases, Broadpoint, the Indemnified Persons, and any chapter 7 trustee appointed in the Cases.

8. Bankruptcy Court Approval. The Company shall use commercially reasonable efforts to promptly obtain a Bankruptcy Court order: (a) approving this Agreement, pursuant to sections 327, 328 and 1103 of the Bankruptcy Code; (b) authorizing the retention of Broadpoint *nunc pro tunc* to the commencement date of the Cases on the terms and conditions herein (explicitly including, but not limited to, the Company's acknowledgements and obligations set forth in Schedule A); (c) binding the Company to such terms and conditions, and (d) providing that Broadpoint's compensation shall be subject to the standard of review provided for in section 328(a) of the Bankruptcy Code, and not subject to any other standard of review under section 330 of the Bankruptcy Code. The Company agrees that the application to retain Broadpoint pursuant hereto, and the proposed order in connection therewith, will be subject to the prior approval of Broadpoint in its sole and absolute discretion, and agree that this Agreement (except for the obligations under Section 2 and Schedule A hereto) shall be null and void and Broadpoint shall have no obligations hereunder unless such a final order, no longer subject to appeal.

rehearing, or petition for certiorari, which is acceptable to Broadpoint in its sole and absolute discretion, is entered by the Bankruptcy Court.

9. Choice of Law; Venue: THIS LETTER AGREEMENT AND SCHEDULE A HERETO SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES. BROADPOINT AND THE COMPANY (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY LAW, ON BEHALF OF ITS SECURITY HOLDERS, CREDITORS AND OTHER CONSTITUENCIES) EACH WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT OR PROCEEDING WITH RESPECT TO BROADPOINT'S ENGAGEMENT AS FINANCIAL ADVISOR OR ITS SERVICES HEREUNDER. SOLELY FOR THE PURPOSE OF ENFORCING THIS LETTER AGREEMENT AND THE RELATED INDEMNIFICATION LETTER, THE COMPANY HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT PRESIDING OVER THE COMPANY'S BANKRUPTCY CASES OR, IF SUCH BANKRUPTCY COURT DECLINES JURISDICTION OVER ANY SUCH MATTER, THE FEDERAL AND STATE COURTS OF THE STATE OF NEW YORK, AGREES NOT TO COMMENCE ANY ACTION, SUIT OR PROCEEDING EXCEPT IN SUCH COURTS AND WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO MOVE TO DISMISS OR TRANSFER ANY ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURTS ON THE BASIS OF ANY OBJECTION TO PERSONAL JURISDICTION, VENUE OR INCONVENIENT FORUM. SERVICE OF PROCESS, SUMMONS, NOTICE OR DOCUMENT BY MAIL TO THE COMPANY'S ADDRESS SET FORTH ABOVE SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY ACTION, SUIT OR PROCEEDING BROUGHT IN SUCH COURTS.

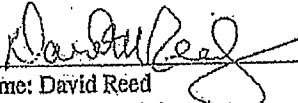
10. Miscellaneous. This Agreement, together with Schedule A hereto, incorporates the entire agreement between the parties with respect to the subject matter hereof, supersedes all previous agreements relating to the subject matter hereof (should they exist), and may not be amended or modified except in writing signed by each party hereto. If any provision hereof shall be determined to be invalid or unenforceable in any respect, such determination shall not affect such provision in any other respect nor any other provision hereof. Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this Agreement. This Agreement may be executed in one or more facsimile counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same document. No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by each party to be bound hereby, subject to any necessary Bankruptcy Court approval.

11. Notices. Notice given pursuant to any of the provisions of this Agreement shall be in writing and shall be mailed or delivered (a) if to the Company, at the address and to the addressee set forth above, and (b) if to Broadpoint, at the offices of Broadpoint at One Penn Plaza, 42nd Floor, New York, NY 10119-4000, Attention: Patricia Arciero-Craig.

If the foregoing meets with your approval, please sign this Agreement and return an executed copy to us. We look forward to working with you in this important undertaking.

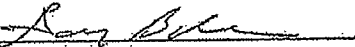
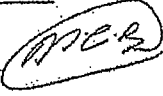
Very truly yours,

BROADPOINT CAPITAL, INC.

By: 
Name: David Reed
Title: Managing Director

Agreed and accepted as of the
date first written above:

TELOGY, LLC
E-CYCLE, LLC

By: 
Name: Gary Phillips
Title: Chief Executive Officer 

SCHEDULE A

Reference is hereby made to the engagement letter annexed hereto (the "Agreement") among Broadpoint and the Company. Unless otherwise defined herein, all capitalized terms used in this Schedule A shall have the meanings ascribed to them in the Agreement.

Any and all obligations and agreements of the Company under this Schedule A shall be equally applicable to, and binding upon, each of the Company's bankruptcy estates and any trustee appointed in the Company's bankruptcy cases.

The Company and its estates agree to indemnify and hold harmless Broadpoint and its affiliates, and each of their respective owners, securityholders, directors, officers, managers, members, parents, partners, counsel, agents and employees, and each other person, if any, controlling Broadpoint or any of its affiliates (collectively, "Indemnified Persons") from and against, any losses, claims, damages, liabilities and expenses (collectively, "Losses") related to or arising out of or in connection with the Agreement, Broadpoint's services under the Agreement, any Transaction, occurrence or obligation contemplated by the Agreement, or any Indemnified Person's role in connection therewith (including, without limitation, related to or arising out of or in connection with (i) statements or omissions made, or information provided, by Indemnified Persons or (ii) actions or failures to act by Indemnified Persons.

The Company further agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company or the Company's owners, securityholders, creditors, directors, officers, managers, members, parents, partners, counsel, agents, employees, subsidiaries or affiliates related to or arising out of or in connection with the Agreement, Broadpoint's services under the Agreement, any Transaction, occurrence or obligation contemplated by the Agreement, or any Indemnified Person's role in connection therewith, except to the extent that such liability is found by a court of competent jurisdiction in a final, non-appealable judgment to have resulted from the fraud, gross negligence or willful misconduct of such Indemnified Person.

The Company further agrees to reimburse each Indemnified Person for all expenses (including, without limitation, reasonable fees and disbursements of in-house or outside counsel, and expenses incurred in connection with responding to third party subpoenas) as they are incurred by such Indemnified Person in connection with investigating, preparing for, defending or settling any action, claim, investigation, inquiry, arbitration or other proceeding, or enforcing the terms of this Schedule A or the Agreement (each an "Action"), whether or not pending or threatened and whether or not any Indemnified Person is a party to any such Action.

Notwithstanding the foregoing, the Company shall not be liable to any Indemnified Person for any Losses to the extent that a court of competent jurisdiction shall have determined by final non-appealable judgment that such Losses resulted from the fraud, gross negligence or willful misconduct of such Indemnified Person.

If any indemnification or reimbursement sought pursuant to this Schedule A were for any reason (by judicial determination or otherwise) not to be available to any Indemnified

Person or insufficient to satisfy all Losses of such Indemnified Person, in each case, as and to the extent contemplated by this Schedule A, then the Company, in lieu of indemnifying or reimbursing such Indemnified Person, shall contribute to the amount paid or payable by such Indemnified Person with respect to such Losses (including expenses relating thereto) (i) in such proportion as is appropriate to reflect the relative benefits received (or anticipated to be received) by Broadpoint, on the one hand, and the Company, on the other hand, of the engagement under the Agreement, or (ii) if the allocation provided by clause (i) above is not available, in such proportion as is appropriate to reflect not only the relative benefits referred to in such clause (i), but also the relative fault of each of Broadpoint and the Company, as well as any other relevant equitable considerations; provided that in no event shall Broadpoint's aggregate contribution to the amount paid or payable exceed the aggregate amount of fees actually received by Broadpoint under the Agreement (and in no event shall it include amounts received by Broadpoint as reimbursement of expenses). For the purposes of this Schedule A, the relative benefits to Broadpoint and the Company of the Agreement shall be deemed to be in the same proportion as (a) the total value paid or contemplated to be paid or received or contemplated to be received by the Company or its securityholders, as the case may be, in the Transactions that are contemplated by the Agreement, whether or not any such Transaction is consummated, bears to (b) the fees paid or to be paid to Broadpoint under the Agreement.

The obligations of the Company hereunder shall be in addition to any liability which the Company may otherwise have to any Indemnified Person (whether in common law or otherwise) and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company or any Indemnified Person. This Agreement shall not be assigned by either party without the written consent of the other party.

The Company shall not settle or compromise, or consent to the entry of any judgment in, or otherwise seek to terminate, any pending or threatened action, claim, suit, investigation, inquiry, arbitration or other proceeding in which any Indemnified Person is or may be a party unless (a) such Indemnified Person has given its prior written consent; or (b) such settlement, compromise, consent or termination includes an express unconditional release of such Indemnified Person from all Losses arising out of such action, claim, suit, investigation, inquiry, arbitration or other proceeding.

In the event that the Company is considering entering into one or a series of transactions involving a merger, statutory exchange, consolidation or other business combination or a sale, exchange, dividend or other distribution, dissolution or liquidation of all or a significant portion of the Company's assets or any significant recapitalization or reclassification of the Company's outstanding securities, before entering into any such agreement or arrangement with respect thereto, the Company shall promptly notify Broadpoint in writing. If requested by Broadpoint, the Company shall then establish a means of providing for the Company's obligations set forth herein on terms and conditions satisfactory to Broadpoint.

If multiple claims or causes of action are brought against Broadpoint in any Action and indemnification is permitted under applicable law and provided for under this Schedule A, the Company agrees that any judgment, arbitration award or other monetary award shall be conclusively deemed to be based on claims as to which indemnification is permitted and provided for hereunder.

Solely for the purpose of enforcing this Schedule A, the Company hereby consents to personal jurisdiction and to service and venue in the Bankruptcy Court presiding over the Company's bankruptcy Cases and any court in which any Action or claim which is subject to this Schedule A is brought by or against any Indemnified Person. Broadpoint hereby agrees, and the Company hereby agrees on its own behalf and, to the extent permitted by applicable law, on behalf of its securityholders and creditors, to waive any right to trial by jury with respect to any claim, counter-claim or action related to or arising out of or in connection with the Agreement, Broadpoint's services under the Agreement, any Transaction, occurrence or obligation contemplated by the Agreement, or any Indemnified Person's role in connection therewith.

The provisions of this Schedule A shall apply to the Agreement (including any related activities prior to the date hereof) and any modification or amendment thereof, and shall remain in full force and effect regardless of (i) whether or not any Transactions or services contemplated by the Agreement are initiated or consummated, (ii) any termination, completion or expiration of the Agreement, and (iii) whether or not Broadpoint is, or is not, called upon to render any particular services or advice in the course of its engagement under the Agreement.

EXHIBIT B

Broadpoint Capital, Inc.
Telogy, LLC
10-10206 (MFW)

Telogy, LLC
Broadpoint Capital, Inc.
Summary of Services Rendered by Project

January 24, 2010 - March 31, 2010

Summary of Services Rendered by Professional

<u>Name</u>	<u>Hours</u>
David Reed, Managing Director	103.75
Carl Balouzian, Analyst	193.75
TOTAL	297.50

Broadpoint Capital, Inc.
 Telogy, LLC
 10-10206 (MFW)

Telogy, LLC
 Broadpoint Capital, Inc.
 Time Detail
 David Reed - Managing Director

<u>Date</u>	<u>Description of Work</u>	<u>Hours</u>
01/25/10	Reviewing and downloading docket	1.50
01/25/10	Call with counsel regarding retention application	0.25
01/27/10	Call with counsel regarding retention application	1.00
01/28/10	Conversation with potential bidder	1.00
01/28/10	Conversation with additional potential bidder	1.00
01/29/10	Reviewing docket	0.50
01/29/10	Reviewing internal contact log	0.50
02/01/10	Analyzing potential bidder's financial information	1.50
02/01/10	Updating management regarding the data room	0.50
02/01/10	Call with potential bidder	1.00
02/01/10	Reviewing retention application	1.00
02/02/10	Reviewing docket	1.00
02/02/10	Reviewing auction process guidelines	0.50
02/03/10	Conversation with potential bidder	1.00
02/03/10	Conversation with additional potential bidder	1.00
02/03/10	Outreach to potential interested parties	4.00
02/03/10	Reviewing internal contact log	1.00
02/03/10	Update call with management	0.50
02/03/10	Notifying potential bidder of requirements to become qualified bidder	0.50
02/04/10	Reviewing mark-up to retention application	0.50
02/05/10	Call with counsel regarding retention application	0.50
02/05/10	Attending hearing in Delaware	11.00
02/08/10	Reviewing docket	0.50
02/09/10	Reviewing motion to establish interim compensation of professionals	0.50
02/11/10	Reviewing data room tracking report for update call with management	0.50
02/11/10	Sale process update call with management	1.00
02/12/10	Updating potential bidder on important dates in auction process	1.00
02/16/10	Call with counsel regarding possible resolution of UST issues	0.75
02/16/10	Providing information regarding auction process to potential bidder	3.00
02/16/10	Reviewing and processing due diligence requests from potential bidder	3.00
02/17/10	Analyzing financial information from potential bidder	2.00
02/18/10	Call with counsel regarding objection to retention	0.25
02/18/10	Reviewing internal contact log	1.00
02/18/10	Reviewing amendment to APA	0.50
02/18/10	Reviewing docket	0.50
02/18/10	Preparing data room tracking report for company counsel	0.50
02/18/10	Reviewing data room tracking report for update call with management	0.50
02/18/10	Sale process update call with management	1.00
02/19/10	Call with counsel regarding resolution of committee issues	0.50
02/22/10	Reviewing order approving Broadpoint's retention	0.50
02/22/10	Negotiating NDA with potential bidder	1.00
02/25/10	Negotiating NDA with potential bidder	0.50
02/25/10	Contacting potential bidder to provide financial information	1.00
02/25/10	Reviewing data room tracking report for update call with management	1.00
02/25/10	Reviewing internal contact log	0.50
02/25/10	Sale process update call with management	0.50
02/26/10	Reviewing diligence requests by potential bidder	3.00
03/01/10	Preparing internal valuation analysis	2.00
03/02/10	Providing process update to potential bidder	1.00
03/02/10	Reviewing company's response to potential bidder	1.00
03/03/10	Processing diligence requests from potential bidder	1.00
03/03/10	Reviewing docket	1.00
03/03/10	Meeting with financial advisor to committee	2.00
03/05/10	Negotiating NDA with potential bidder	0.50
03/05/10	Reviewing financial information regarding qualification of bidder	1.00
03/05/10	Updating internal contact log	0.50
03/06/10	Providing update to management and company counsel regarding bidder	1.00
03/06/10	Internal discussions regarding bidder	2.50

Broadpoint Capital, Inc.
Telogy, LLC
10-10206 (MFW)

Telogy, LLC
Broadpoint Capital, Inc.
Time Detail
David Reed - Managing Director

<u>Date</u>	<u>Description of Work</u>	<u>Hours</u>
03/09/10	Call with potential bidder	1.00
03/10/10	Reviewing purchase price analysis	1.00
03/10/10	Reviewing data room tracking report for update call with management	0.50
03/11/10	Sale process update call with management	0.50
03/11/10	Reviewing docket	0.50
03/12/10	Processing diligence requests from potential bidder	1.00
03/12/10	Reviewing bids from qualified bidders	2.00
03/13/10	Reviewing bid summary prepared by company counsel	1.00
03/13/10	Conference call with management, counsel and lenders to review bids	1.00
03/13/10	Preparing purchase price analysis	2.00
03/13/10	Revising purchase price analysis	1.00
03/13/10	Preparing revised schedules for purchase price analysis	0.50
03/14/10	Reviewing revised bids summary from company counsel	0.50
03/14/10	Reviewing committee's objection to sale	0.50
03/15/10	Reviewing revised purchase price analysis from company counsel	1.00
03/15/10	Reviewing revised bids summary from company counsel	0.50
03/16/10	Attending and participating in 363 auction	10.00
03/18/10	Preparing updated analysis regarding final purchase price	1.00
03/18/10	Preparing information for process summary	1.00
03/18/10	Reviewing operating report	1.00
03/19/10	Attending sales hearing in Delaware	5.00
03/29/10	Preparing expense estimate	0.50
03/29/10	Preparing interim fee application	1.00
	TOTAL HOURS	<u>103.75</u>

Tology, LLC
 Broadpoint Capital, Inc.
 Time Detail
 Carl Balouzian - Analyst

<u>Date</u>	<u>Description of Work</u>	<u>Hours</u>
01/25/10	Reviewing and downloading docket	3.00
01/27/10	Granting potential bidders access to data room	0.50
01/27/10	Processing NDA for potential bidders	1.00
01/28/10	Processing NDA for potential bidder	1.00
01/28/10	Organizing data room and adjusting settings	2.00
01/28/10	Conversation with potential bidder	1.00
01/28/10	Processing NDA for potential bidder	0.50
01/28/10	Conversation with additional potential bidder	1.00
01/28/10	Preparing follow up materials for potential bidder	1.50
01/28/10	Granting potential bidders access to data room	0.50
01/29/10	Reviewing docket	1.00
01/29/10	Processing diligence requests from potential bidder	1.50
01/29/10	Updating internal contact log	1.00
01/29/10	Adjusting data room settings and structure	3.50
02/01/10	Processing NDA for potential bidder	0.50
02/01/10	Processing diligence requests from potential bidder	2.50
02/01/10	Helping management access the data room	0.50
02/01/10	Uploading documents into the data room	1.50
02/01/10	Reviewing documents from company and uploading them to data room	4.00
02/01/10	Analyzing potential bidder's financial information	1.50
02/01/10	Updating management regarding the data room	0.50
02/01/10	Processing diligence requests from potential bidder	1.00
02/01/10	Call with potential bidder	1.00
02/02/10	Processing NDAs for potential bidders	2.00
02/02/10	Reviewing docket	1.00
02/02/10	Uploading documents into the data room	1.00
02/02/10	Reviewing sales auction process guidelines	0.50
02/02/10	Processing diligence requests from potential bidder	1.00
02/02/10	Providing potential bidder with data room access	0.50
02/03/10	Conversation with potential bidder	1.00
02/03/10	Processing NDA for potential bidder	0.50
02/03/10	Conversation with additional potential bidder	1.00
02/03/10	Email outreach to potential interested parties	5.00
02/03/10	Updating internal contact log	1.00
02/03/10	Update call with management	0.50
02/03/10	Notifying potential bidder of requirements to become qualified bidder	0.50
02/03/10	Reviewing due diligence information and uploaded to data room	1.00
02/03/10	Reviewing potential bidder's financial sponsor document	0.50
02/04/10	Email outreach to potential interested parties	1.00
02/04/10	Processing NDA for potential bidder	0.50
02/04/10	Drafting email of notification for qualified potential bidders	0.50
02/04/10	Preparing break-up fee analysis	3.50
02/08/10	Processing NDA for potential bidder	1.00
02/09/10	Reviewing docket	0.50
02/09/10	Processing NDA for potential bidder	1.00
02/09/10	Reviewing motion to establish interim compensation of professionals	0.50
02/10/10	Processing NDA for potential bidder	1.00
02/11/10	Preparing data room tracking report for update call with management	1.00
02/11/10	Sale process update call with management	1.00
02/11/10	Processing NDA for potential bidder	0.50
02/12/10	Updating potential bidder on important dates in auction process	1.00
02/13/10	Preparing data room tracking report for company counsel	1.00
02/15/10	Processing NDA for potential bidder	0.50
02/16/10	Providing information regarding auction process to potential bidder	1.50
02/16/10	Reviewing and processing due diligence requests from potential bidder	1.50
02/16/10	Reviewing documents from company counsel and uploading to data room	1.00
02/16/10	Processing NDA for potential bidder	1.00
02/16/10	Uploading documents into the data room	0.50

Telogy, LLC
 Broadpoint Capital, Inc.
 Time Detail
 Carl Balouzian - Analyst

Date	Description of Work	Hours
02/17/10	Analyzing financial information from potential bidder	1.50
02/17/10	Granting potential bidders access to data room	0.50
02/18/10	Updating internal contact log	1.00
02/18/10	Reviewing amendment to APA and uploading to data room	0.50
02/18/10	Reviewing docket	1.00
02/18/10	Preparing data room tracking report for company counsel	0.50
02/18/10	Preparing data room tracking report for update call with management	1.00
02/18/10	Sale process update call with management	1.00
02/22/10	Processing NDA for potential bidder	1.00
02/22/10	Reviewing order approving Broadpoint's retention	0.50
02/22/10	Negotiating NDA with potential bidder	2.00
02/24/10	Processing NDA for potential bidder	1.00
02/25/10	Adjusting data room settings for potential bidder	0.50
02/25/10	Negotiating NDA with potential bidder	2.00
02/25/10	Contacting potential bidder to provide financial information	1.00
02/25/10	Due diligence trip for potential bidder in Union City, CA	9.00
02/25/10	Preparing data room tracking report for update call with management	1.00
02/25/10	Updating internal contact log	1.00
02/25/10	Sale process update call with management	0.50
02/26/10	Second day of diligence for potential bidder in Union City, CA	5.00
02/26/10	Uploading documents into the data room	2.00
02/26/10	Reviewing diligence requests by potential bidder	1.50
03/01/10	Preparing internal valuation analysis	3.50
03/01/10	Reviewing updated documents and uploading them to data room	1.50
03/02/10	Reviewing updated documents and uploading them to data room	3.00
03/02/10	Providing process update to potential bidder	1.00
03/02/10	Reviewing company's response to potential bidder	0.50
03/02/10	Providing committee's counsel access to data room	0.25
03/02/10	Uploading documents into the data room	1.00
03/03/10	Processing diligence requests from potential bidder	1.50
03/03/10	Adjusting structure of data room and uploading more files	2.50
03/04/10	Reviewing company's response to potential bidder	0.50
03/04/10	Providing data room access to potential bidder	0.50
03/04/10	Due diligence trip for potential bidder in Union City, CA	8.00
03/04/10	Reviewing docket	1.00
03/05/10	Negotiating NDA with potential bidder	2.00
03/05/10	Reviewing financial information regarding qualification of bidder	2.50
03/05/10	Uploading documents into the data room	1.50
03/05/10	Updating internal contact log	0.50
03/06/10	Correspondence with company counsel to discuss bidder	1.00
03/06/10	Processing and negotiating NDA	2.50
03/06/10	Providing update to management and company counsel regarding bidder	2.00
03/06/10	Internal discussions regarding bidder	2.50
03/08/10	Uploading documents into the data room	2.00
03/09/10	Processing diligence requests from potential bidder	1.50
03/09/10	Call with potential bidder	1.00
03/09/10	Granting potential bidders access to data room	0.50
03/09/10	Uploading documents into the data room	0.50
03/10/10	Reviewing purchase price analysis and uploading it to data room	1.00
03/10/10	Preparing data room tracking report for update call with management	2.00
03/10/10	Uploading documents into the data room	1.50
03/11/10	Sale process update call with management	0.50
03/11/10	Helping potential bidder with data room issues	1.00
03/11/10	Reviewing docket	1.00
03/11/10	Processing diligence requests from potential bidder	2.00
03/12/10	Processing diligence requests from potential bidder	1.50
03/12/10	Reviewing bids from qualified bidders	4.00
03/12/10	Uploading documents into the data room	0.50

Broadpoint Capital, Inc.
Telogy, LLC
10-10206 (MFW)

Telogy, LLC
Broadpoint Capital, Inc.
Time Detail
Carl Balouzian - Analyst

<u>Date</u>	<u>Description of Work</u>	<u>Hours</u>
03/13/10	Reviewing bid summary prepared by company counsel	1.00
03/13/10	Conference call with management, counsel and lenders to review bids	1.00
03/13/10	Preparing purchase price analysis	1.50
03/13/10	Revising purchase price analysis	1.00
03/13/10	Preparing revised schedules for purchase price analysis	3.00
03/14/10	Reviewing revised bids summary from company counsel	1.00
03/14/10	Reviewing committee's objection to sale	0.50
03/15/10	Reviewing revised purchase price analysis from company counsel	0.50
03/15/10	Reviewing revised bids summary from company counsel	0.50
03/16/10	Attending and participating in 363 auction	10.00
03/18/10	Preparing updated analysis regarding final purchase price	3.50
03/18/10	Preparing information for process summary	0.50
03/19/10	Reviewing operating report	0.50
03/29/10	Preparing expense estimate	1.00
03/29/10	Preparing interim fee application	4.50
	TOTAL HOURS	<u><u>193.75</u></u>

EXHIBIT C

Broadpoint Capital, Inc.
Telogy, LLC
10-10206 (MFW)

Telogy, LLC
Broadpoint Capital, Inc.
Summary of Expenses by Type

January 24, 2010 - March 31, 2010

<u>Expense Type</u>	<u>Total</u>
Travel and Taxis	\$7,706.30
Employee Meals	255.48
Legal	13,304.64
Total Expenses 1/24/10 - 3/31/10	\$21,266.42

Broadpoint Capital, Inc.
 Telogy, LLC
 10-10206 (MFW)

Telogy, LLC
Broadpoint Capital, Inc.
Summary of Expenses by Type

January 24, 2010 - March 31, 2010

Ending Date	Description	Amount
Travel and Expenses		
01/31/10	Reed - Travel and Expenses, 1/24 - 1/31	\$0.00
02/28/10	Reed - Travel and Expenses, 2/1 - 2/28	850.20
03/31/10	Reed - Travel and Expenses, 3/1 - 3/31	0.00
01/31/10	Balouzian - Travel and Expenses, 1/24 - 1/31	0.00
02/28/10	Balouzian - Travel and Expenses, 2/1 - 2/28	4,521.24
03/31/10	Balouzian - Travel and Expenses, 3/1 - 3/31	2,334.86
	Subtotal	\$7,706.30
Employee Meals		
01/31/10	Reed - Working meals, 1/24 - 1/31	\$0.00
02/28/10	Reed - Working meals, 2/1 - 2/28	0.00
03/31/10	Reed - Working meals, 3/1 - 3/31	32.57
01/31/10	Balouzian - Working meals, 1/24 - 1/31	0.00
02/28/10	Balouzian - Working meals, 2/1 - 2/28	34.70
03/31/10	Balouzian - Working meals, 3/1 - 3/31	188.21
	Subtotal	\$255.48
Legal		
01/31/10	Broadpoint - Alston & Bird, LLP fees, 1/24 - 1/31	\$2,298.50
02/28/10	Broadpoint - Alston & Bird, LLP fees, 2/1 - 2/28	11,006.14
	Subtotal	\$13,304.64
Total Expenses 1/24/10 - 3/31/10		\$21,266.42

Broadpoint Capital, Inc.
Telogy, LLC
10-10206 (MFW)

Telogy, LLC
Broadpoint Capital, Inc.
Detail of Travel and Expenses by Individual

January 24, 2010 - March 31, 2010

<u>Dates</u>	<u>Description</u>	<u>Amount</u>
Reed		
2/4 - 2/5	Trip to Wilmington, DE for court appearance	\$850.20
	Subtotal	<u>\$850.20</u>
Balouzian		
2/24 - 2/27	Due diligence trip for potential bidder at Telogy in Union City, CA	\$4,521.24
3/3 - 3/4	Due diligence trip for potential bidder #2 at Telogy in Union City, CA	2,334.86
	Subtotal	<u>\$6,856.10</u>
	Total Travel and Expenses 1/24/10 - 3/31/10	\$7,706.30

EXHIBIT D

ATLANTA
CHARLOTTE
DALLAS
LOS ANGELES
NEW YORK
RALEIGH
SILICON VALLEY
VENTURA COUNTY
WASHINGTON

ALSTON & BIRD LLP

80 PARK AVENUE
NEW YORK, NEW YORK 10016-1387
(212) 210-6400
FAX: (212) 210-6444
www.alston.com
Tax ID # 68-0137816

PLEASE SEND PAYMENT WITH REMITTANCE COPY TO:

P. O. Box 933124
Atlanta, GA 31183-3124

Broadpoint Capital, Inc.
One Penn Plaza
42nd Floor
New York, NY 10119
Attn: Patricia Arclero-Craig, Esq.

February 11, 2010
Client: 056333
Matter: 383020
Invoice #: 10358465
JOHN WEISS

INVOICE SUMMARY

Re: Telogy LLC

JGM

Services Billed	\$4,324.00
Other Charges	\$6.16
Invoice Total	\$4,330.16

Memo 2/11/10

TERMS: DUE UPON RECEIPT

WIRE TRANSFER INFORMATION

Wachovia Bank N.A., 171 17th Street, GA MC 4584, Atlanta, Georgia 30363
For the Account Of: Alston & Bird LLP
Account #: 2000016852111 ABA#: 081000227 Swift Code: PNBUS33
PLEASE REFERENCE INVOICE NUMBER(S) ON WIRE

Services or other charges, which either have not been received or processed, will appear on a later statement

ATLANTA
CHARLOTTE
DALLAS
LOS ANGELES
NEW YORK
RALEIGH
SILICON VALLEY
VENTURA COUNTY
WASHINGTON

ALSTON & BIRD LLP

90 PARK AVENUE
NEW YORK, NEW YORK 10016-1387
(212) 210-9400
FAX: (212) 210-9444
www.alstonbird.com
Tax ID # 68-0137616

PLEASE SEND PAYMENT WITH REMITTANCE COPY TO:

P. O. Box 933124
Atlanta, GA 31193-3124

Broadpoint Capital, Inc.
One Penn Plaza
42nd Floor
New York, NY 10119
Attn: Patricia Arciero-Craig, Esq.

February 11, 2010
Client: 058333
Matter: 383020
Invoice #: 10358465
JOHN WEISS

Re: Telogy LLC

For services rendered on the above-referenced matter:

DATE	TIMEKEEPER	HOURS	DESCRIPTION
01/05/2010	JOHN WEISS	0.20	(Telogy) Correspondence and calls with Debtors' counsel and Reed (BPC) re: retention, PII list and case status
01/07/2010	LESLIE SALCEDO	0.10	(Telogy) Review parties in interest list
01/07/2010	JOHN WEISS	0.40	(Telogy) Conference with Salcedo re: PII list preparation; Call with Reed (BPC) re: engagement letter questions and issues, and status of case and retention timing
01/08/2010	LESLIE SALCEDO	1.50	(Telogy) Prepare parties in interest.
01/11/2010	LESLIE SALCEDO	0.80	(Telogy) Review parties in interest list for open issues; Meeting with J. Weiss regarding the same.
01/11/2010	JOHN WEISS	0.40	(Telogy) Conference with Salcedo re: PII list issues; Follow-up with Debtors' counsel re: related questions
01/12/2010	LESLIE SALCEDO	0.20	(Telogy) Revised parties in interest list.
01/12/2010	JOHN WEISS	0.30	(Telogy) Finalized PII list and related correspondence with Reed (BPC) Related conference with Salcedo; Call with Reed (BPC)
01/14/2010	JOHN WEISS	0.80	(Telogy) Review and revise latest draft of engagement letter received from Debtors' counsel; Related call with Reed (BPC)
01/25/2010	JOHN WEISS	0.30	(Telogy) Calls with Reed and Tolani (BPC) re: status of connections check and his related questions; Conference with Spears re: preparation of related affidavit
01/26/2010	JOHN SPEARS	2.90	(Telogy) Prepare retention affidavit.
01/26/2010	JOHN WEISS	0.40	(Telogy) Conferences with Spears re: preparation of retention affidavit and related issues
01/27/2010	JOHN SPEARS	0.90	(Telogy) Call with David Reed; discussion with John Weiss regarding retention affidavit.
01/27/2010	JOHN WEISS	0.40	(Telogy) Attention to preparation of retention affidavit and related issues; Related conferences with Reed (BPC) and Spears

February 11, 2010
Client: 056333
Matter: 383020

ALSTON & BIRD LLP

Page 3 of 4
Invoice #: 10358465

SUMMARY OF SERVICES:

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
JOHN WEISS	3.00	725.00	2,175.00
JOHN SPEARS	3.80	395.00	1,501.00
LESLIE SALCEDO	2.40	270.00	648.00
	9.20		\$4,324.00

Subtotal Fees

\$4,324.00

OTHER CHARGES:

Document Production Charges

6.16

Subtotal Other Charges

\$6.16

Total This Invoice

\$4,330.16

ATLANTA
CHARLOTTE
DALLAS
LOS ANGELES
NEW YORK
RALEIGH
SILICON VALLEY
VENTURA COUNTY
WASHINGTON

ALSTON & BIRD LLP

50 PARK AVENUE
NEW YORK, NEW YORK 10015-1397
(212) 210-8400
FAX: (212) 210-8444
WWW.ALBIRD.COM

Tax ID # 68-0157616

PLEASE SEND PAYMENT WITH REMITTANCE COPY TO:

P. O. Box 833124
Atlanta, GA 31193-3124

Broadpoint Capital, Inc.
One Penn Plaza
42nd Floor
New York, NY 10119
Attn: Patricia Arclero-Craig, Esq.

February 11, 2010
Client: 056333
Matter: 383020
Invoice #: 10368466
JOHN WEISS

STATEMENT OF ACCOUNT

Re: Telogy LLC

Services Billed	\$4,324.00
Other Charges	\$6.16
Invoice Total	\$4,330.16

REMITTANCE COPY

TERMS: DUE UPON RECEIPT

WIRE TRANSFER INFORMATION

Wachovia Bank N.A., 171 17th Street, GA MC 4584, Atlanta, Georgia 30363
For the Account Of: Alston & Bird LLP
Account #: 2000016992111 ABA#: 081000227 Swift Code: PNBUS33
PLEASE REFERENCE INVOICE NUMBER(S) ON WIRE

Services or other charges, which either have not been received or processed, will appear on a later statement.

ATLANTA
CHARLOTTE
DALLAS
LOS ANGELES
NEW YORK
RALEIGH
SILICON VALLEY
VENTURA COUNTY
WASHINGTON

ALSTON & BIRD LLP

90 PARK AVENUE
NEW YORK, NEW YORK 10016-1387
(212) 210-6400
FAX: (212) 210-6444
www.alston.com
Tax ID # 68-0137616

PLEASE SEND PAYMENT WITH REMITTANCE COPY TO:

P. O. Box 933124
Atlanta, GA 31193-3124

Broadpoint Capital, Inc.
One Penn Plaza
42nd Floor
New York, NY 10119
Attn: Patricia Arciero-Craig, Esq.

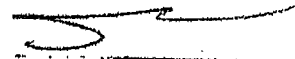
March 10, 2010
Client: 056333
Matter: 383020
Invoice #: 10363713
JOHN WEISS

INVOICE SUMMARY

Re: Telogy LLC

76FM

Services Billed	\$11,003.50
Other Charges	\$2.64
Invoice Total	\$11,006.14


T. O'Connor 3/12/10

TERMS: DUE UPON RECEIPT

WIRE TRANSFER INFORMATION

Wachovia Bank N.A., 171 17th Street, GA MC 4584, Atlanta, Georgia 30363
For the Account Of: Alston & Bird LLP
Account #: 2000016952111 ABA#: 061000227 Swift Code: PNBUS33
PLEASE REFERENCE INVOICE NUMBER(S) ON WIRE

Services or other charges, which either have not been received or (reversed, etc.) appear on a later statement

ATLANTA
CHARLOTTE
DALLAS
LOS ANGELES
NEW YORK
RALEIGH
SILICON VALLEY
VENTURA COUNTY
WASHINGTON

ALSTON & BIRD LLP

80 PARK AVENUE
NEW YORK, NEW YORK 10016-1387
(212) 210-9400
FAX: (212) 210-9444
www.alston.com

Tax ID # 68-0137515

PLEASE SEND PAYMENT WITH REMITTANCE COPY TO:

P. O. Box 933124
Atlanta, GA 31193-3124

Broadpoint Capital, Inc.
One Penn Plaza
42nd Floor
New York, NY 10119
Attn: Patricia Arciero-Craig, Esq.

March 10, 2010
Client: 056333
Matter: 383020
Invoice #: 10363713
JOHN WEISS

Re: Telogy LLC

For services rendered on the above-referenced matter:

DATE	TIMEKEEPER	HOURS	DESCRIPTION
02/01/2010	JOHN SPEARS	1.40	(Telogy) Review signed engagement letter; call with John Weiss and David Reed regarding outstanding affidavit issues; finalize draft of affidavit; draft email to Debtors' counsel regarding draft application.
02/01/2010	JOHN WEISS	1.20	(Telogy) Review and finalization of retention affidavit and related documentation; Attention to related open issues and questions, and related conferences with Spears; Related call with Reed (BPC)
02/02/2010	JOHN WEISS	0.60	(Telogy) Review and comment on draft retention application and order received from Debtors' counsel
02/03/2010	JOHN SPEARS	0.90	(Telogy) Discuss revisions to draft application and order with John Weiss.
02/03/2010	JOHN WEISS	0.40	(Telogy) Attention to retention documentation and related open issues; Related conference with Spears
02/04/2010	JOHN SPEARS	1.40	(Telogy) Review REDACTED included in local counsel's revision to application.
02/04/2010	JOHN WEISS	1.20	(Telogy) Review and revise latest draft application and order received from Debtors' counsel; Review and revise draft retention application and order
02/05/2010	JOHN SPEARS	1.10	(Telogy) Review John Weiss's comments to the revised application; discussion with John Weiss regarding application; call with David Reed regarding REDACTED
02/05/2010	JOHN WEISS	0.60	(Telogy) Finalization of retention application and order, and related call with Spears re: open issues w/rt retention documentation
02/08/2010	JOHN SPEARS	1.30	(Telogy) Review Willkie's comments and prepare for filing.
02/08/2010	JOHN WEISS	0.90	(Telogy) Finalize retention documentation and address related open issues; Related conferences with Debtors' counsel and Spears
02/09/2010	LESLIE SALCEDO	0.90	(Telogy) Prepare hearing binder; Arrange telephonic hearing; Calendar deadlines.
02/09/2010	JOHN SPEARS	1.20	(Telogy) Review fee procedures order and draft e-mail to the team summarizing it.

March 10, 2010
Client: 056333
Matter: 383020

ALSTON & BIRD LLP

Page 3 of 5
Invoice #: 10363713

DATE	TIMEKEEPER	HOURS	DESCRIPTION
02/09/2010	JOHN WEISS	0.60	(Telogy) Follow-up with Debtors' counsel re: status of Broadpoint retention documentation filing; Briefly reviewed as-filed copy to confirm appropriate changes were made and schedule of same; Related correspondence with Reed (BPC); Related follow-up with BPC re: fee procedures to be applicable in the case
02/12/2010	JOHN SPEARS	0.30	(Telogy) Calls with Willkie and John Weiss to discuss trustee issues.
02/12/2010	JOHN WEISS	0.20	(Telogy) Call with Debtors' counsel and Spears re: UST issues w/r/t retention
02/13/2010	JOHN WEISS	0.10	(Telogy) Correspondence with Debtors' counsel re: UST issues w/r/t BPC retention
02/15/2010	JOHN WEISS	0.10	(Telogy) Correspondence with Reed (BPC) re: UST demand in the case
02/16/2010	JOHN WEISS	0.80	(Telogy) Call with Reed (BPC) re: possible resolution of UST issues; Follow-up re: same with debtors' counsel; Review revised form of order resolving UST issues, and related correspondence with Debtors' counsel; Correspondence with debtors' counsel and Reed re: Committee objection to retention of BPC; Review objection of Committee
02/17/2010	LESLIE SALCEDO	0.90	(Telogy) Assist with preparing response to objection.
02/17/2010	JOHN WEISS	0.80	(Telogy) Research issue raised by Committee w/r/t BPC retention terms
02/18/2010	NADJIA BAILEY	1.20	Research regarding REDACTED REDACTED
02/18/2010	JOHN WEISS	1.60	(Telogy) Research legal issue raised by Committee in its objection, and discuss necessary related research and results with Bailey and Moyle (Alston); Review research results; Related call with Reed (BPC) re: background, law and considerations in addressing Committee issues
02/19/2010	LESLIE SALCEDO	0.10	(Telogy) Review docket for agenda.
02/19/2010	JOHN WEISS	0.40	(Telogy) Attention and follow-up re: possible resolution of Committee issues w/r/t BPC retention terms; Related calls and correspondence with Reed (BPC) and Debtors' counsel; Review related documentation and review and approve submission of revised proposed form of retention order
02/22/2010	LESLIE SALCEDO	0.20	(Telogy) Review emails regarding retention order; Cancel telephonic appearances.
02/22/2010	JOHN WEISS	0.20	(Telogy) Confirmed entry of appropriate order approving BPC retention, and correspondence with Reed (BPC) re: same and fee procedures

SUMMARY OF SERVICES:

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
JOHN WEISS	9.70	725.00	7,032.50

March 10, 2010
Client: 056333
Matter: 383020

ALSTON & BIRD LLP

Page 4 of 5
Invoice #: 10363713

JOHN SPEARS	7.60	395.00	3,002.00
NADJIA BAILEY	1.20	335.00	402.00
LESLIE SALCEDO	2.10	270.00	587.00
	20.80		\$11,003.50
Subtotal Fees			\$11,003.50
OTHER CHARGES:			
Document Production Charges		2.64	
Subtotal Other Charges			\$2.64
Total This Invoice			\$11,006.14

ATLANTA
CHARLOTTE
DALLAS
LOS ANGELES
NEW YORK
RALEIGH
SILICON VALLEY
VENTURA COUNTY
WASHINGTON

ALSTON & BIRD LLP

80 PARK AVENUE
NEW YORK, NEW YORK 10016-1387
(212) 210-8400
FAX: (212) 210-8444
www.alston.com
Tax ID # 68-0137616

PLEASE SEND PAYMENT WITH REMITTANCE COPY TO:

P. O. Box 833124
Atlanta, GA 31183-3124

Broadpoint Capital, Inc.
One Penn Plaza
42nd Floor
New York, NY 10119
Attn: Patricia Arclero-Craig, Esq.

March 10, 2010
Client: 056333
Matter: 383020
Invoice #: 10363713
JOHN WEISS

STATEMENT OF ACCOUNT

Re: Telogy LLC

Services Billed	
Other Charges	\$2.64
Invoice Total	\$11,006.14

REMITTANCE COPY

TERMS: DUE UPON RECEIPT

WIRE TRANSFER INFORMATION

Wachovia Bank N.A., 171 17th Street, GA MC 4584, Atlanta, Georgia 30363
For the Account Of: Alston & Bird LLP
Account #: 2000016952111 ABA#: 061000227 Swift Code: PNBUS33
PLEASE REFERENCE INVOICE NUMBER(S) ON WIRE

Services or other charges, which either have not been received or processed, will appear on a later statement.