

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

05-04-2001



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Transaction Network Services, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Del
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 3, 2001

2. Name and address of receiving party(ies)
Name: Bankers Trust Company, as agent
Internal Address: _____
Street Address: 130 Liberty Street
City: New York State: NY ZIP: 10006

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Application number(s) or patent number(s):

A. Trademark Application No.(s)
05/03/2001 LMUELLER 00000166 1423287
01 FC:481 40.00 OP
02 FC:482 150.00 OP
Additional numbers attached? Yes No

B. Trademark Registration No.(s)

4. Name and address of party to whom correspondence concerning document should be mailed:
Name: Laura Konrath
Internal Address: Winston & Strawn
33rd Floor
Street Address: 35 West Wacker Drive
City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190^E
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
N/A
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment

TRADEMARK

REEL: 002285 FRAME: 0895

Continuation
Item
4

U.S. Trademark Registration

<u>Registered Mark</u>	<u>Registration Number</u>	<u>Date Registered</u>
CARD+TEL	1423287	12/30/86
CYBEROFFICE *	2120906	12/16/97
LECONNECT (Stylized)	2263605	07/20/99
LOTS A NERVOUS PEOPLE	2282954	10/05/99
STAR*GUARD *	1839078	06/07/94
TNS AND DESIGN	1880080	02/21/95
TRANSXPRESS	1984418	07/02/96

Marks with (*) are encumbered with security interests.

GRANT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Transaction Network Services, Inc., a Delaware corporation (the "Grantor") with principal offices at 1939 Roland Clarke Place, Reston, Virginia 20191, hereby grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT is made to secure the full and prompt performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement between the Grantor, the other assignors party thereto and the Grantee, dated as of April 3, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in and re-assigning the Marks and Patents acquired under this Grant.

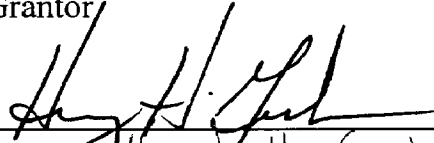
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security

Interest as of the 3rd day of April, 2001.

TRANSACTION NETWORK SYSTEMS, INC.,
as Grantor

By 
Name: Henry H. Graham
Title: Executive Vice President, Chief Financial
Officer and Treasurer

BANKERS TRUST COMPANY,
as Collateral Agent Grantee

By _____
Name: _____
Title: _____

Transaction Network Services, Inc. Grant of Security Interest

TRADEMARK
REEL: 002285 FRAME: 0899

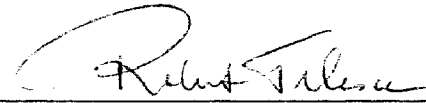
IN WITNESS WHEREOF, the undersigned have executed this Grant of Security

Interest as of the 3rd day of April, 2001.

TRANSACTION NETWORK SYSTEMS, INC.,
as Grantor

By _____
Name: _____
Title: _____

BANKERS TRUST COMPANY,
as Collateral Agent Grantee


By  _____
Name: **ROBERT R. TELESKA**
Title: **ASSISTANT VICE PRESIDENT**

Transaction Network Services, Inc. Grant of Security Interest

TRADEMARK
REEL: 002285 FRAME: 0900

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 3rd day of April, 2001 before me personally came Henry A. Graham,
Executive Vice President,
who being duly sworn, did depose and say that he is Chief Financial Officer and of Transaction
Treasurer
Network Services, Inc., that he is authorized to execute the foregoing Grant of Security Interest
on behalf of said corporation and that he did so by authority of the Board of Directors of said
Corporation.

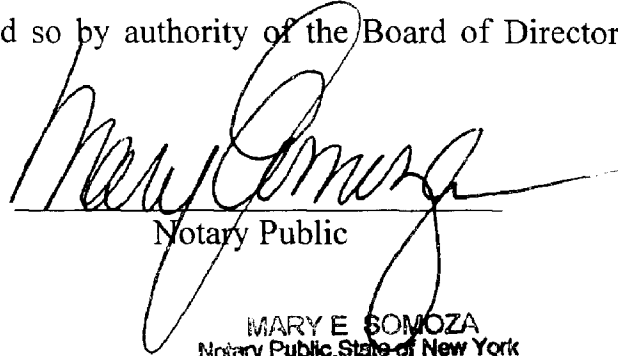


Notary Public



STATE OF Ny)
) ss.:
COUNTY OF Ny)

On this 2 day of April, 2001 before me personally came Robert Telesca
who, being by me duly sworn, did state as follows: that s/he is Asst VP of Bankers
Trust Company, that s/he is authorized to execute the foregoing Grant of Security Interest on
behalf of said corporation and that s/he did so by authority of the Board of Directors of said
corporation.



Notary Public

MARY E. SOMOZA
Notary Public State of New York
No. 4505761 Qual. In Kings Co.
Certificate filed in New York County
Commission Expires Dec. 31, 2001

U.S. Trademark Registration

<u>Registered Mark</u>	<u>Registration Number</u>	<u>Date Registered</u>
CARD+TEL	1423287	12/30/86
CYBEROFFICE *	2120906	12/16/97
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TNS AND DESIGN	1880080	02/21/95
TRANSXPRESS	1984418	07/02/96

Marks with (*) are encumbered with security interests.

All patents are encumbered with security interests.

<u>Patent Number</u>	<u>Date Issued</u>	<u>Title</u>
5627827	05/06/97	Automatic service cutover for ISDN private exchange
5621731	04/15/97	Private exchange for ISDN