

10-17-2002



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Form PTO-1594

(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

## 1. Name of conveying party(ies):

GXS Holdings, Inc.

10.7.02

☐

Individual(s)

☐

Association

☐

General Partnership

☐

Limited Partnership

☐

Corporation-State

☒

Other Delaware Corporation

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

## 3. Nature of conveyance:

☒

Assignment

☐

Merger

☐

Security Agreement

☐

Change of Name

☐

Other

Execution Date: August 12, 2002

## 2. Name and address of receiving party(ies)

Name: GXS Corporation

Internal

Address: 100 Edison Park Drive

Street Address: Same

City: Gaithersburg State: MD Zip: 20878

☐

Individual(s) citizenship

☐

Association

☐

General Partnership

☐

Limited Partnership

☒

Corporation-State Delaware

☐

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

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2214084; 2269363

Additional number(s) attached ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert P. Ducatman, Esq.

Internal Address: Jones, Day, Reavis &amp; Pogue

North Point

901 Lakeside Avenue

Street Address: Same

City: Cleveland State: OH Zip: 44114

## 6. Total number of applications and registrations involved:

2

## 7. Total fee (37 CFR 3.41) \$ 65.00

☐

Enclosed

☒

Authorized to be charged to deposit account

## 8. Deposit account number:

501432 (Ref. 361438600003)

10/16/2002 00000258 501432 2214084

DO NOT USE THIS SPACE

01 FC:83219. Signature 40.00 CH  
02 FC:8322 25.00 CH

Robert P. Ducatman, Esq.

Name of Person Signing

Signature

10/7/2002

Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231TRADEMARK  
REEL: 002599 FRAME: 0670

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective as of September 9, 2002 (the "Effective Date"), is made and entered into by and between GXS Holdings, Inc. f/k/a RMS Electronic Commerce Systems, Inc., a Delaware corporation ("Assignor"), and GXS Corporation, a Delaware corporation ("Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, pursuant to that certain Plan of Complete Liquidation of GEIS, dated as of August 12, 2002, and that certain Intellectual Property Assignment (the "GEIS IP Assignment"), effective as of August 12, 2002, by and between GE Investments, Inc., a Nevada corporation ("GEII"), and GE Information Services, Inc., a Delaware corporation ("GEIS"), GEII acquired all right, title and interest in and to the GEIS Intellectual Property (as defined in the GEIS IP Assignment);

WHEREAS, pursuant to a declaration of a dividend by the Board of Directors of GEII to GE as the sole holder of Class A Common Shares of GEII, and pursuant to that certain Intellectual Property Assignment, effective as of August 12, 2002, by and between GEII and GE, GE acquired all of GEII's right, title and interest in and to the GEIS Intellectual Property as a dividend;

WHEREAS, pursuant to that certain Contribution Agreement, effective as of August 12, 2002, by and between GE and Assignor, GE, as the sole stockholder of Assignor, has assigned, transferred and conveyed to Assignor all of GE's right, title and interest in and to the GEIS Intellectual Property; and

WHEREAS, Assignor, as the sole stockholder of Assignee, desires to assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the GEIS Intellectual Property and all other intellectual property owned by Assignor.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby, effective as of the Effective Date, assigns, transfers, conveys and quitclaims to Assignee all of Assignor's right, title and interest in and to (a) all GEIS Intellectual Property, including, without limitation, those items of GEIS Intellectual Property listed on Schedule A attached hereto, and (b) all other (i) patents and patent applications, (ii) statutory invention registrations, (iii) trademarks, service marks, trade dress, trade names, domain names and other indicators of source, origin or goodwill, together with the goodwill associated therewith, (iv) copyrights, (v) computer software, (vi) designs, (vii) trade secrets and confidential information, (viii) inventions, technology, know-how, data, data collections and other proprietary information, (ix) other intellectual and industrial property of all types, (x) registrations and applications for registration of the foregoing, and (xi) all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present and

future infringement, misappropriation, dilution, violation, or unlawful imitation, whether presently known or unknown, of the foregoing, in each case, owned by Assignor (collectively, "Residual Intellectual Property").

2. Recordation of Patents, Trademarks and Copyrights. If Assignee elects to record this Assignment with the U.S. Patent & Trademark Office, U.S. Copyright Office or applicable state or foreign governmental or international authorities or registries, Assignee shall bear all costs and fees associated with such recording. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, Register of Copyrights of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the GEIS Intellectual Property and Residual Intellectual Property to Assignee.


3. Governing Law and Forum. This Assignment shall be governed by, and construed exclusively in accordance with, the laws of the State of New York.

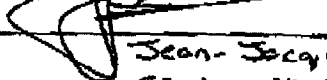
4. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Assignment to be made effective as of the date first written above.

GXS CORPORATION

GXS HOLDINGS, INC.

By:   
Name: Bruce E. Hunter  
Title: Senior Vice President

By:   
Name: Jean-Jacques Charbon  
Title: Senior Vice President