

03-31-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 11/30/2005)

REC'D  
TRADEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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102400077

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

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

Global eXchange Services, Inc.

- ☐ Assignment ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State (a Delaware Corp.)  
☐ Other \_\_\_\_\_

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Grant of Trademark Security Interests

Execution Date: March 21, 2003

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

Name: Wells Fargo Bank Minnesota, National Association, as Trustee

Internal

Internal Address: Attn: Corporate Trust ServicesStreet Address: 213 Court Street, Suite 703City: Middletown State: CT Zip: 06457

- ☐ 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

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

A. Trademark Application No.(s) 78/207733B. Trademark No.(s) 2,471,890 and 2,147,104Additional numbers attached? ☐ Yes ☒ No

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

Name: Gina Durham, Esq.Internal Address: c/o O'Melveny & Myers LLPStreet Address: 400 South Hope Street, Room 1919City: Los Angeles State: CA Zip: 90071

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

3

7. Total fee (37 CFR 3.41).....\$ 210.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number

03/31/2003 DDYRNE 00000015 78207733

DO NOT USE THIS SPACE

01 FC:052 40.00 OP  
 02 FC:052 50.00 OP  
 03 FC:052 120.00 OP

## 9. Signature.

Gina Durham

Name of Person Signing

Signature

March 27, 2003

Date

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

5

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents & Trademarks, Box Assignments  
 Washington, D.C. 2023

LA3:1036593.1

185,550-116

TRADEMARK  
 REEL: 002624 FRAME: 0971

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, GLOBAL EXCHANGE SERVICES, INC.**, a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below).

**WHEREAS**, pursuant to (i) that certain Indenture dated as of March 21, 2003 (as such Indenture may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Indenture**") among Wells Fargo Bank Minnesota, National Association, as Trustee for the Holders (as defined in the Indenture) (in such capacity, the "**Trustee**"), the Company, as Issuer and the Subsidiary Grantors, and (ii) the Purchase Agreement dated as of March 14, 2003 (as such Purchase Agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Purchase Agreement**") among Company, Subsidiary Grantors, and Credit Suisse First Boston, as Initial Purchaser, the Company issued the Senior Secured Floating Rate Notes due 2008 (the "**Notes**"). Capitalized terms used in this Agreement without definition have the respective meanings assigned such terms in the Indenture.

**WHEREAS**, the Liens of the Collateral Agent for the benefit of the Holders created hereby are subordinated to the Credit Facility Liens pursuant to an Intercreditor Agreement among Foothill Capital Corporation, as Credit Agent (as defined in the Intercreditor Agent) under the Credit Agreement, Wells Fargo Bank Minnesota, National Association, as Trustee, Company, Subsidiary Grantors and GXS Holdings, Inc. (the "**Intercreditor Agreement**").

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of March 21, 2003 (as further amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including,

without limitation, the registrations and applications specifically identified in Schedule A) (the “**Trademark Registrations**”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 21<sup>ST</sup> day of March, 2003.

**GLOBAL EXCHANGE SERVICES, INC.**

By: Michael Salvati  
Name: Michael Salvati  
Title: Senior Vice President, Chief Financial Officer and Treasurer

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

**Trademarks Registered:**

<b><u>Owner</u></b>	<b><u>US Trademark Description</u></b>	<b><u>Reg. Date</u></b>	<b><u>Registration Number</u></b>
Global eXchange Services, Inc.	ACTIVEREACH	07/27/00	2,471,890
Global eXchange Services, Inc.	VCS-EXCEL		2,147,104

**Trademarks Pending:**

<b><u>Applicant</u></b>	<b><u>US Trademark Description</u></b>	<b><u>File Date</u></b>	<b><u>Application Number</u></b>
Global eXchange Services, Inc.	GLOBAL EXCHANGE SERVICES WHERE TECHNOLOGY MEETS EXPERIENCE (STYLIZED)		78/207733