

03-31-2003

Foam PTO-1594 (Rev. 10/02) OMB No. 0651-0027

MKD 3/28/03

RECOR TRA



DEPARTMENT OF COMMERCE S. Patent and Trademark Office

Tab Settings

102400076

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

1. Name of conveying party(ies):

GXS Corporation

- 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 Address: Attn: Corporate Trust Services

Street Address: 213 Court Street, Suite 703

City: Middletown Sate: 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

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark No.(s) 2,181,744 and 2,269,363

Additional 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 LLP

Street Address: 400 South Hope Street, Room 1919

City: Los Angeles Sate: CA Zip: 90071

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 185.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number

03/31/2003 DEVRMC 00000014 2181744

DO NOT USE THIS SPACE

01 FC:852 40.00 OP
02 FC:852 25.00 OP
03 FC:852 120.00 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. 20231

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, GXS CORPORATION, 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 21ST day of March, 2003.

GXS CORPORATION

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:

<u>Owner</u>	<u>US Trademark Description</u>	<u>Reg. Date</u>	<u>Registration Number</u>
GXS Corporation	TPN	08/18/98	2,181,744
GXS Corporation	TPN POST	08/10/99	2,269,363