

2/17/04

FORM PTO-1594
U.S. DEPARTMENT OF (7/97)

02-17-2004

HEET



Patent and Trademark Office

102669502

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

1. Name of conveying party(ies):
Entity: Xpedite Systems, Inc.
Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies):
Name: LaSalle Bank National Association, as Agent
Address: 135 South LaSalle Street, Suite 1110
Chicago, IL 60603
Entity: Delaware Corporation
If assignee is not domiciled in the United States, an appointment of domestic representative is attached: Yes No
Additional name(s) & address(es) attached: No

3. Nature of conveyance:
Assignment Merger
 Security Agreement Change of Name
Other:
Dated: 11/24/03

4. Application or Registration number(s):
A. Trademark Application No.(s) B: Trademark Registration No.(s)
2592332; 2085060; 2010032 75917189; 76154258; 76038206; 75833817;
~~2060551; 2060550; 1926842~~ 76039940
2060549
Additional numbers attached? No

5. Name and address of party to whom correspondence concerning document should be mailed:
Schiff Hardin & Waite
6600 Sears Tower
Chicago, IL 60606
Attn: Todd Ramstrom
Ref. No(s): PTEK 13269-0028

6. Total number of trademark applications and registrations involved: 12

02/17/2004 LUMELER 00000162 2592332
01 FC:0521 40.00 DP
02 FC:0522 275.00 DP

7. Total Fee (37 CFR 3.41)\$315.00
A check is enclosed.
Authorization is given to charge the deposit account for any additional fees required or to credit any overpayment.

DO NOT USE THIS SPACE

9. 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.

Todd Ramstrom
Name of Person Signing

Todd Ramstrom
Signature

December 18, 2003
Date

Total number of pages including cover sheet and attached documents: 46

2004 FEB 17 AM 11:48
OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Guaranty and Collateral Agreement dated as of November 24, 2003 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and LaSalle Bank National Association, as Agent (the "Agent") for the Lenders referenced therein (the "Lenders"), the undersigned Obligor has granted a continuing security interest in, the trademarks and trademark applications shown below to the Agent for the ratable benefit of the Lenders:

TRADEMARKS

<u>Trademark No.</u>	<u>Trademark</u>	<u>Date of Trademark</u>
See Schedule A attached hereto	See Schedule A attached hereto	See Schedule A attached hereto

**TRADEMARK
APPLICATIONS**

<u>Trademark Application No.</u>	<u>Trademark Applied For</u>	<u>Date of Trademark Application</u>
See Schedule A attached hereto	See Schedule A attached hereto	See Schedule A attached hereto

[SIGNATURE PAGE FOLLOWS]

The undersigned Obligor and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated and released in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

XPEDITE SYSTEMS, INC.

By: L. Scott Askins
Name: L. Scott Askins
Title: Senior Vice President – Legal and Secretary

Acknowledged and Accepted:

LASALLE BANK NATIONAL ASSOCIATION., as Agent

By: _____
Name: James J. Hess
Title: First Vice President

The undersigned Obligor and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated and released in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

XPEDITE SYSTEMS, INC.

By: _____

Name: L. Scott Askins

Title: Senior Vice President – Legal and Secretary

Acknowledged and Accepted:

LASALLE BANK NATIONAL ASSOCIATION., as Agent

By: _____ 

Name: James J. Hess

Title: First Vice President

Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

1. Existing Trademarks

Obligor/Owner	Mark	Country	Trademark Registration Number	Date of Registration
Xpedite Systems, Inc.	Comwave	Denmark	1994/8683VR	12/09/94
Xpedite Systems, Inc.	Comwave	International	582865	02/14/92
Xpedite Systems, Inc.	Comwave	International	631791	01/31/95
Xpedite Systems, Inc.	Comwave	Norway	303339	06/30/95
Xpedite Systems, Inc.	Comwave	Norway	173836	06/06/96
Xpedite Systems, Inc.	Comwave	Switzerland	414907	11/03/94
Xpedite Systems, Inc.	Comwave	Switzerland	389987	09/20/91
Xpedite Systems, Inc.	Comwave	UK	1493072	03/03/92
Xpedite Systems, Inc.	Comwave Comwave stylized	UK	1392430	08/05/89
Xpedite Systems, Inc.	Intellisend	EU	2362705	03/09/01
Xpedite Systems, Inc.	MessageREAC H	US	2592332	07/09/02
Xpedite Systems, Inc.	MessageREAC H	Australia	832737	04/26/00
Xpedite Systems, Inc.	MessageREAC H	Japan	4517943	Unknown
Xpedite Systems, Inc.	MessageREAC H	Singapore	T00/09418B	Unknown
Xpedite Systems, Inc.	1-800 Fax Response	US	2085060	07/29/97
Xpedite Systems, Inc.	PC-Xpedite	US	2010032	10/22/96
Xpedite Systems, Inc.	XIP	US	2060551	05/13/97
Xpedite Systems, Inc.	XMF	US	2060550	05/13/97
Xpedite Systems, Inc.	Xpedite	US	1926842	10/17/95
Xpedite Systems, Inc.	Xpedite	Austria	156174	Unknown
Xpedite Systems, Inc.	Xpedite	Benelux	631909	06/26/97
Xpedite Systems, Inc.	Xpedite	France	Unknown	Unknown
Xpedite Systems, Inc.	Xpedite	Germany	30080177.7/09	Unknown
Xpedite Systems, Inc.	Xpedite	Greece	134434	03/19/01
Xpedite Systems, Inc.	Xpedite	Italy	00706302	10/19/94
Xpedite Systems, Inc.	Xpedite	Spain	19258525	06/05/95
Xpedite Systems, Inc.	Xpedite	Switzerland	427484	Unknown
Xpedite Systems, Inc.	Xpedite	Taiwan	00094464	Unknown
Xpedite Systems, Inc.	Xpedite Message Format	US	2060549	05/13/97

2. Trademark Applications Pending

Obligor/Owner	Mark	Country	Trademark Application Number	Date of Application
Xpedite Systems, Inc.	FaxREACH	US	75917189	02/12/00
Xpedite Systems, Inc.	Intellisend	US	76154258	10/26/00
Xpedite Systems, Inc.	MessageREACH	Canada	1114965	09/07/01
Xpedite Systems, Inc.	MessageREACH	EU	2022986	01/02/01
Xpedite Systems, Inc.	MessageREACH	Hong Kong	Unknown	Unknown
Xpedite Systems, Inc.	MessageREACH	Indonesia	Unknown	Unknown
Xpedite Systems, Inc.	MessageREACH	Malaysia	Unknown	Unknown
Xpedite Systems, Inc.	MessageREACH <i>logo</i>	US	76038206	05/02/00
Xpedite Systems, Inc.	VoiceREACH	US	75833817	10/28/99
Xpedite Systems, Inc.	Xpedite	Australia	940920	01/20/03
Xpedite Systems, Inc.	Xpedite	Canada	Unknown	Unknown
Xpedite Systems, Inc.	Xpedite	Hong Kong	Unknown	Unknown
Xpedite Systems, Inc.	Xpedite	Indonesia	Unknown	Unknown
Xpedite Systems, Inc.	Xpedite	Japan	2000118245	Unknown
Xpedite Systems, Inc.	Xpedite	Korea	200214755	Unknown
Xpedite Systems, Inc.	Xpedite	Malaysia	Unknown	Unknown
Xpedite Systems, Inc.	Xpedite	Singapore	Unknown	Unknown
Xpedite Systems, Inc.	Xpedite <i>logo</i>	US	76039940	05/03/00