

2/17/04

FORM PTO-1594
U.S. DEPARTMENT OF CO
(7/97) **1**
Patent and Trademark Office

02-17-2004

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

<p>1. Name of conveying party(ies):</p> <p>Entity: PTEK Holdings, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: LaSalle Bank National Association, as Agent</p> <p>Address: 135 South LaSalle Street, Suite 1110 Chicago, IL 60603</p> <p>Entity: Delaware Corporation</p> <p>If assignee is not domiciled in the United States, an appointment of domestic representative is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No Additional name(s) & address(es) attached: <input type="checkbox"/> <input checked="" type="checkbox"/> No</p>
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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)

2119029; 2412852; 2412804; 76038206
2418003; 1557254; 2592332

Additional numbers attached? Yes 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:

7

2004 FEB 17 AM 11:48

02/17/2004 LABELL 00000163 2119029

01 FC:8521 40.00 DP
02 FC:8522 150.00 DP

7. Total Fee (37 CFR 3.41) \$190.00

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: 5

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,

PTEK HOLDINGS, 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,

PTEK HOLDINGS, 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

TRADEMARKS AND TRADEMARK APPLICATIONS

2. Existing Trademarks

Obligor/Owner	Mark	Country	Trademark Registration Number	Date of Registration
PTEK Holdings, Inc.	A Better Way to Communicate	US	2119029	05/15/01
PTEK Holdings, Inc.	P logo	US	2412852	12/12/00
PTEK Holdings, Inc.	P logo	EU	895318	12/07/99
PTEK Holdings, Inc.	PTEK	US	2412804	12/12/00
PTEK Holdings, Inc.	PTEK	EU	763854	11/11/99
PTEK Holdings, Inc.	PTEK logo	US	2418003	01/02/01
PTEK Holdings, Inc.	PTEK logo	EU	895367	07/27/00
American Teleconferencing Systems, Inc.	WorldLink	US	1557254	09/19/89
Xpedite Systems, Inc.	MessageREACH	US	2592332	07/09/02

2. Trademark Applications Pending

Obligor/Owner	Mark	Country	Trademark Application Number	Date of Application
Xpedite Systems, Inc.	MessageREACH logo	US	76038206	05/02/00

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