

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Amendment to Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Global Exchange Services, Inc.		12/03/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Avenue, #3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78488351	TRADING GRID
Serial Number:	78488201	GLOBAL EXCHANGE SERVICES TRADINGGRID X

CORRESPONDENCE DATA

Fax Number: (213)996-3339

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 213-683-6339

Email: claudiaimmerzeel@paulhastings.com

Correspondent Name: Paul Hastings Janofsky & Walker LLP

Address Line 1: 515 S. Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:

45035.00089

NAME OF SUBMITTER:

Claudia R Immerzeel

Total Attachments: 5

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AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT, dated as of December 3, 2004 (this "Amendment"), is delivered pursuant to Section 6 of that certain Trademark Security Agreement, dated as of March 21, 2003 (the "Trademark Security Agreement"), by and between **GLOBAL EXCHANGE SERVICES, INC.**, a Delaware corporation ("Debtor"), in favor of **WELLS FARGO FOOTHILL, INC.**, a California corporation formerly know as Foothill Capital Corporation, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Debtor and Agent are parties to that certain Trademark Security Agreement submitted for recordation with the United States Patent and Trademark Office on or about March 27, 2003; and

WHEREAS, the Debtor and Agent wish to amend the Trademark Security Agreement by adding Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Debtor and Agent hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and shall secure all Obligations.

2. Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of New York.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be

deemed to be an original and all of which taken together shall constitute but one and the same agreement.

5. This Amendment is a Loan Document.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

GLOBAL EXCHANGE SERVICES, INC., a
Delaware corporation

By: 

Name: David Goldberg

Title: VP & Assoc. General Counsel

WELLS FARGO FOOTHILL, INC.,
a California corporation formerly know as Foothill
Capital Corporation,
as Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.


GLOBAL EXCHANGE SERVICES, INC, a
Delaware corporation

By: _____

Name: _____

Title: _____

WELLS FARGO FOOTHILL, INC.,
a California corporation formerly know as Foothill
Capital Corporation,
as Agent

By:  _____

Name: TRENT A. SMART

Title: VICE PRESIDENT

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO
TO TRADEMARK SECURITY AGREEMENT]

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SCHEDULE 1
TO AMENDMENT NUMBER ONE TO
TRADEMARK SECURITY AGREEMENT

<u>Owner</u>	<u>Trademark</u>	<u>Reg./Appl. Number.</u>
Global eXchange Services, Inc.	TRADING GRID	78488351
Global eXchange Services, Inc.	GLOBAL EXCHANGE SERVICES TRADINGGRID X	78488201