

RECORDATIC
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07-22-2004

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



102796812

1 document or copy thereof.

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To the Honorable Commissioner of Patents and Trad

Name of conveying party(ies):

7.20.04

Transaction Network Services, Inc.

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as agent

Internal Address:

Street Address: 500 W. Monroe

City: Chicago State: IL ZIP: 60661

Individual(s)

Association

General Partnership

Limited Partnership

X Corporation-State DE

Other

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

Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: June 30, 2004

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Del

Other

If assignee is not domiciled in the United States, a complete representative designation is attached: Yes No

(Designations must be a separate document from assignment)

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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

33rd Floor

67/21/2004 REGISTRATION 00000000-21111111

01 FC:0521 40.00 DP

02 FC:0522 50.00 DP

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Laura Konrath

Name of Person Signing

Laura Konrath
Signature

7/13/04
Date

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

All documents to be recorded with required cover sheet information to:

Continuation
Item 9

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

1. E-Processing for the new millennium Reg. No: 2417198
Status: live
2. Making wireless easy Reg. No: 2750835
Status: live
3. Cardmeter Reg. No. 2644794
Status: live

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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None.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2004, by TRANSACTION NETWORK SERVICES, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 19, 2004 by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for the benefit of, Grantor;

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of March 19, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, Grantor has recently acquired certain Trademark Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement in order to assist in perfecting Agent's security interest in such Trademark Collateral;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) its Trademarks and Trademark Licenses referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and each such Trademark License; and

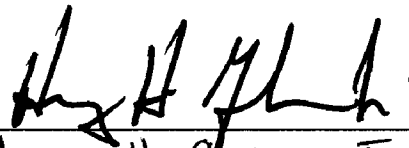
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or Trademark licensed under any such Trademark License or (ii) injury to the goodwill associated with any such Trademark or any Trademark licensed under any such Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TRANSACTION NETWORK SERVICES,
INC.

By: 
Name: HENRY H. GRAHAM, JR.
Title: EVP, CFO + TREASURER

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Agent

By: _____
Its: Duly Authorized Signatory

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TRANSACTION NETWORK SERVICES,
INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Agent

By:  _____
Its: Duly Authorized Signatory

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None.