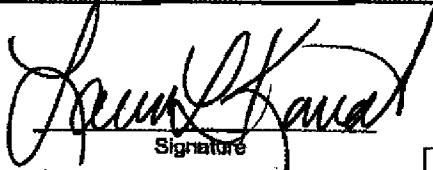


Form PTO-1594 (Rev. 03/01) OMB No. 0681-0027 (exp. 5/31/2002) Tab settings

**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY** 80034-1004

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

<p>1. Name of conveying party(ies): <u>Transaction Network Services, Inc.</u></p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State DE  <input type="checkbox"/> Other _____</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) Name: <u>General Electric Capital Corporation,</u> Internal _____ as agent Address: _____ Street Address: <u>500 W. Monroe</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60661</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u>  <input type="checkbox"/> Other _____</p> <p><small>If assent is not denoted in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:  <input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other <u>Amended &amp; Restated Trademark Security Agreement</u>          Execution Date: <u>May 4, 2005</u></p>	<p>4. Application number(s) or registration number(s):          A. Trademark Application No.(s) _____          B. Trademark Registration No.(s) _____</p> <p style="text-align: center;">Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:          Name: <u>Laura Konrath</u>          Internal Address: <u>Winston &amp; Strawn LLP</u>  <u>33rd Floor</u>          Street Address: <u>35 W. Wacker Dr.</u>          City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u></p>	<p>6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">3</span></p> <p>7. Total fee (37 CFR 3.41) .....\$ <u>240.00</u>  <input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>232428</u></p>
<b>DO NOT USE THIS SPACE</b>	
<p>9. Signature.  <u>Laura Konrath</u>          Name of Person Signing</p> <p style="text-align: center;"> Signature</p> <p style="text-align: right;"><u>5/10/05</u> Date</p> <p style="text-align: right;"><input type="checkbox"/></p> <p><small>Total number of pages including cover sheet, attachments, and document: _____</small></p>	

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

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Continuation  
Item 4

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
1	CARD*TEL	1423287	12/30/86
2	LECONNECT	2263605	7/20/99
3	TNS (WORDS & DESIGN)	1880080	2/21/95
4	TRANSXPRESS	1984418	7/2/96
5	TRANSXPRESS SECURE	2933712	3/15/05
6	CARDMETER	2644794	10/29/02
7	Making wireless easy	2750835	8/12/03
8	E-processing for the new millennium	2417198	1/2/01
	TNS (WORDS & DESIGN)	CTM 1022086 (European Union)	5/3/00
	TNS	CTM 1022029 (European Union)	11/26/99
	TNS (WORDS & DESIGN)	App. # 946890 (Australia)	3/12/03
	TNS & DESIGN	4733523 (Japan)	12/12/03
	Transaction Network Services & DESIGN	Ref. # 015230-1003 (Canada)	2/28/05
	Transaction Network Services	Ref. # 015230-1004 (Canada)	2/28/05

TRADEMARK APPLICATIONS

TRADEMARK LICENSES

EXECUTED VERSION

## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of May 4, 2005, 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 Amended and Restated Credit Agreement dated as of the date hereof 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 reconstitute, continue and make Loans to, and continue and incur Letter of Credit Obligations for the benefit of, Grantor;

WHEREAS, the Grantors have previously entered into a trademark security agreement dated as of March 19, 2004 with Agent for the benefit of Lenders whereby such Grantors have granted a security interest in and lien upon all of their trademarks, trademark licenses, reissues, related goodwill and proceeds in favor of Agent and the Lenders (the "Existing Trademark Security Agreement") and desire to amend and restate the terms of the Existing Trademark Security Agreement by entering into this Amended and Restated Trademark Security Agreement ("Trademark Security Agreement");

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

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;

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 thereto 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");

CHI:1515743.7

TRADEMARK  
REEL: 003114 FRAME: 0846

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those 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 Trademark and each 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 Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

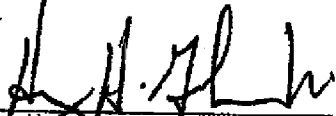
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and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

4. AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT. This Trademark Security Agreement amends and restates the Existing Trademark Security Agreement and is made in substitution and not in replacement of the Existing Trademark Security Agreement and is not in satisfaction or payment of any obligations of the Borrower or any Grantor to the Agent thereunder and does not constitute a novation of the Existing Trademark Security Agreement but rather shall relate back to the time of the Existing Trademark Security Agreement for the purposes of filing and perfection.

[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. Lyndham, Jr.  
Title: SVP, CFO & Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION,  
as Agent

By: \_\_\_\_\_  
Its: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia )  
 ) ss.  
COUNTY OF Fairfax )

On this \_\_\_ day of May, 2005 before me personally appeared Henry H. Graham, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TRANSACTION NETWORK SYSTEMS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Kyle M. Fanady  
Notary Public

{seal}

Kyle M. Fanady  
Exp. date 7/31/09

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: Thomas C. Adair  
Its: Duly Authorized Signatory

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

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## TRADEMARK APPLICATIONS

## TRADEMARK LICENSES

CHI:1515743.7

**TRADEMARK**  
**REEL: 003114 FRAME: 0851**



TRADEMARK LICENSES

Name of Agreement

Parties

Date of Agreement

CHI:1515743.7