

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IP Commerce, Inc.		09/09/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Transaction Network Services, Inc.		
Street Address:	11480 Commerce Park Drive		
Internal Address:	Suite 600		
City:	Reston		
State/Country:	VIRGINIA		
Postal Code:	20191		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78581004	IP COMMERCE	
Serial Number:	78581125	IP COMMERCE	
Serial Number:	78587678	IP PAYMENTS FRAMEWORK	
CORRESPONDENCE DATA			
Fax Number:	(202)857-6395		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202/857-6000		
Email:	mccann.kathleen@arentfox.com		
Correspondent Name:	Adam D. Resnick		
Address Line 1:	Arent Fox PLLC		
Address Line 2:	1050 Connecticut Avenue, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036-5339		
NAME OF SUBMITTER:	Kathleen C. McCann		
Signature:	/Kathleen C. McCann/		

OP \$90.00 78581004

Date:

09/13/2005

Total Attachments: 2

source=tns sec#page1.tif

source=tns sec2#page1.tif

**GRANT OF SECURITY INTEREST IN
TRADEMARKS AND TRADEMARK APPLICATIONS**

KNOW ALL MEN BY THESE PRESENTS that IP Commerce, Inc., a Delaware corporation with a principal place of business address of 1400 16th Street, Suite 220, Denver, Colorado 80202 ("Debtor") is obligated to Transaction Network Services, Inc., with an address of 11480 Commerce Park Drive, Suite 600, Reston, Virginia 20191, as collateral agent ("Secured Party"), and has entered into a Loan and Security Agreement of even date (the "Agreement") in favor of the lenders named therein and the Secured Party. Pursuant to the Agreement, the Debtor granted to the Secured Party a security interest in all of the right, title and interest of the Debtor in and to Trademarks and Trademark Applications, including now owned or existing, filed and unfiled, and hereafter acquired or arising, filed and unfiled, trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including each name, mark, registration, and application listed in Exhibit A attached hereto, and the goodwill of Debtor's business connected with the use of each item concerning the Trademarks and Trademark Applications, and symbolized by, the Trademarks and Trademark Applications, to secure the prompt payment, performance and observance of the Debtor's Obligations (as defined in the Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Debtor does hereby further assign to the Secured Party, and grant to the Secured Party, subject to the provisions of the Agreement, a security interest in, the Trademarks and Trademark Applications to secure the prompt payment, performance and observance of the Debtor's Obligations.

IN WITNESS WHEREOF, Debtor has hereunto caused its corporate name to be subscribed by its duly authorized officer.

DEBTOR:

IP Commerce, Inc.

[Signature]
(Name)
(Title) CEO

9/9/05
(Date)

For prima facie proof of execution in the United States. Notary: On this 9 day of September 2005, personally appeared the person above named person, and executed or acknowledged that he/she executed the foregoing on behalf of said Debtor and pursuant to authority duly received.

[Signature], Notary exp 3/26/08

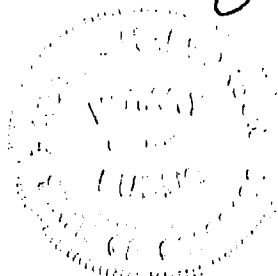


EXHIBIT A

<i>Mark</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Class</i>
IP COMMERCE	78/581,004	March 5, 2005	38
IP COMMERCE & Design	78/581,125	March 5, 2005	38
IP PAYMENTS FRAMEWORK	78/587,678	March 15, 2005	38

TECH/358874.1