

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GXS Corporation		07/29/2005	CORPORATION: DELAWARE
GXS Holdings, Inc.		07/29/2005	CORPORATION: DELAWARE
Global Exchange Services, Inc.		07/29/2005	CORPORATION: DELAWARE
Haht Commerce, Inc.		07/29/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CITICORP NORTH AMERICA, INC., as Collateral Agent		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Banking Corporation:		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2181744	TPN	
Registration Number:	2471890	ACTIVEREACH	
Registration Number:	2269363	TPN POST	
Registration Number:	2481487	CELARIX.COM	
Registration Number:	2484408	YOU' LL SEE.	
Registration Number:	2481492	CELARIX.COM YOU'LL SEE.	
Serial Number:	78488351	TRADING GRID	
Serial Number:	78488201	GLOBAL EXCHANGE SERVICES TRADINGGRID X	
Serial Number:	78604478	GXS	
Registration Number:	2214084	CONNECTSUS	
Serial Number:	75717097	HAHT	

CH \$315.00 2181744

Serial Number:	75717099	HAHT
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CORRESPONDENCE DATA

Fax Number: (202)728-0744

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

Phone: 2027216405

Email: christine.wilson@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
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Signature:	/CHRISTINE WILSON/
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Date:	10/25/2005
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Total Attachments: 5

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Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of July 29, 2005 by GX S CORPORATION, GX S HOLDINGS, INC., GLOBAL EXCHANGE SERVICES, INC. and HAHT COMMERCE, INC. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of CITICORP NORTH AMERICA, INC., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, as-

signment, lien and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

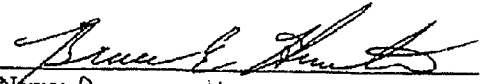
SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

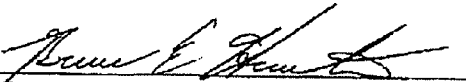
IN WITNESS WHEREOF, each Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

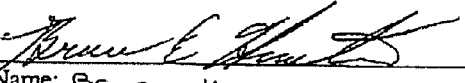
GXS CORPORATION

By: 
Name: Bruce Hunter
Title: SVP & General Counsel

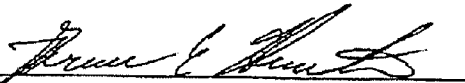
GXS HOLDINGS, INC.

By: 
Name: Bruce Hunter
Title: SVP & General Counsel

GLOBAL EXCHANGE SERVICES, INC.

By: 
Name: Bruce Hunter
Title: SVP & General Counsel

HAHT COMMERCE, INC.

By: 
Name: Bruce Hunter
Title: SVP & General Counsel

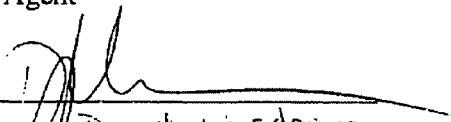
Accepted and Agreed:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: _____

Name:

Title:


David W. Edman
Director

[2nd Lien Trademark Security Agreement]

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

	<u>OWNER</u>	<u>TRADEMARK</u>	<u>REG./APPL. NUM- BER</u>
1.	GXS Corporation	TPN	2181744
2.	GXS Holdings, Inc.	ACTIVEREACH	2471890
3.	GXS Corporation	TPN POST	2269363
4.	Global eXchange Services, Inc.	CELARIX.COM	2481487
5.	Global eXchange Services, Inc.	YOU'LL SEE	2484408
6.	Global eXchange Services, Inc.	CELARIX.COM YOU'LL SEE	2481492
7.	Global eXchange Services, Inc.	"TRADING GRID"	78/488351
8.	Global eXchange Services, Inc.	"GLOBAL EXCHANGE SER- VICES TRADINGGRID X" [stylized form]	78/488201
9.	Global eXchange Services, Inc.	GXS LOGO	78/604478
10.	GXS Holdings, Inc.	CONNECTUS	2214084
11.	HAHT Commerce, Inc.	HAHT	75/717097
12.	HAHT Commerce, Inc.	HAHT	75/717099