

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

8003A - 1004 4

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):

Payment Solutions, INC.  
TNS  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation- State: Delaware  
 Other

Citizenship (see guidelines)  
Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance / Execution Date(s):

Execution Date(s) March 28, 2007  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: General Electric Capital  
Internal Corporation, as agent  
Address:  
Street Address: 500 W. Monroe  
City: Chicago  
State: IL  
Country: USA Zip: 60661

Association Citizenship  
 General Partnership Citizenship  
 Limited Partnership Citizenship  
 Corporation Citizenship Delaware  
 Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath  
Internal Address: Winston & Strawn LLP  
Street Address: 35 W. Wacker Dr.  
City: Chicago  
State: IL Zip: 60601  
Phone Number: 312-558-6352  
Fax Number: 312-558-5700  
Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

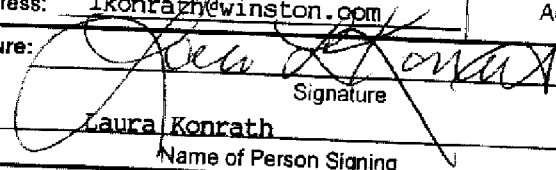
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7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers  
Expiration Date  
b. Deposit Account Number 232428  
Authorized User Name Laura Konrath

9. Signature:

  
Signature  
Laura Konrath  
Name of Person Signing

4/25/07  
Date

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$65.00 232428 2410338

Continuation  
Item 4

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

①  
②

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
TPII*	2410338	12/5/00
TP-CMS*	2408516	9/5/00

\*A name change from Sonic USA, Inc. to TNS Payment Solutions, Inc. will be filed shortly after the Closing Date

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of March 28, 2007, by TNS PAYMENT SOLUTIONS, 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 the date hereof by and among Transaction Network Services, Inc. ("Borrower"), 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, Borrower;

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 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 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) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) 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 if Grantor has the right to make such a claim under such Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License if Grantor has the right to make such a claim under such Trademark License.

Notwithstanding anything to the contrary, this agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by any Grantor for Trademarks based on an intent to use the same if and so long as such application is pending and not matured into registered Trademarks (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as any Intent-To-Use Application is pending this agreement shall operate only to create a security interest for collateral purposes in favor of Agent, for the ratable benefit of the Lenders, on such Intent-To-Use Application as Collateral for the Obligations.

Notwithstanding any of the other provisions set forth herein, this Trademark Security Agreement shall not constitute a grant of a security interest in any Trademark or Trademark License to the extent such grant of a security interest is prohibited by or constitutes a breach or default under any contract or License or would jeopardize Grantor's rights therein or thereunder or registrations or applications therefor; provided that (i) if the contract or License is listed on Schedule I, Grantor shall so indicate any such limitations on the attached Schedule I and (ii) if at any later time such grant of a security interest is not prohibited by or does not constitute a breach or default under any contract or License and would not jeopardize Grantor's rights therein or thereunder or registrations or applications therefor, the rights and property as to which such prohibition previously applied shall automatically be included in the Trademark Collateral, without further action on the part of any Grantor or Agent.

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.

TNS PAYMENT SOLUTIONS, INC.

By: James T. McLaughlin  
Name: James T. McLaughlin  
Title: EVP, General Counsel & Secretary

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.

TNS PAYMENT SOLUTIONS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION,  
as Agent

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

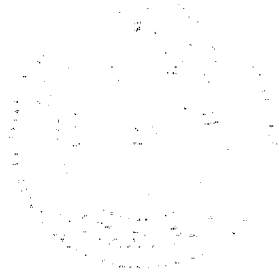
ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia )  
COUNTY OF Fairfax ) ss.

On this 28<sup>th</sup> day of March, 2007 before me personally appeared James T. McLaughlin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TNS Payment Solutions, 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.

Commissioned as Kym M. Janady / Kym M. Boyer  
Notary Public exp date: 7/31/08

{seal}



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<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
TPH*	2410338	12/5/00
TP-CMS*	2408516	9/5/00

\*A name change from Sonic USA, Inc. to TNS Payment Solutions, Inc. will be filed shortly after the Closing Date

CHI:1885147.2

RECORDED: 04/25/2007

TRADEMARK  
REEL: 003530 FRAME: 0297