TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GXS, Inc.		10/05/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Societe Generale
Street Address:	1221 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2484408	YOU' LL SEE.
Registration Number:	3191005	TRADING GRID

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-830-9541
Email: oleh.hereliuk@federalresearch.com
Correspondent Name: Jada M. Horton
Address Line 1: 1345 Avenue of the Americas
Address Line 4: New York, NEW YORK 10105

ATTORNEY DOCKET NUMBER:	397773
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	10/22/2007

CH $65.00 2484408

Total Attachments: 6
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First Lien Trademark Security Agreement

First Lien Trademark Security Agreement, dated as of October 5, 2007 by GXS, INC. and GXS WORLDWIDE, INC.(individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of SOCIETÉ GÉNÉRALE, in its capacity as collateral agent pursuant to the First Lien Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a First 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 First 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 First Lien 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 First 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 First 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 First Lien Trademark Security Agreement.

SECTION 5. Counterparts. This First 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 First Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

TRADEMARK
REEL: 003644 FRAME: 0196

IN WITNESS WHEREOF, the Pledgor has caused this First 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, INC.

By: _____

Name: DAVID GOLDSEY

Title: VICE PRESIDENT

Signature Page to First Lien Trademark Security Agreement

IN WITNESS WHEREOF, the Pledgor has caused this First 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 WORLDWIDE, INC.

By: _____

Name: DAVID GOLDBERG

Title: VICE PRESIDENT

Signature Page to First Lien Trademark Security Agreement

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

GXS, INC.

	TRADEMARK	REGISTRATION NUMBER
1.	YOU'LL SEE	2484408
2.	"TRADING GRID"	3191005

GXS WORLDWIDE, INC.

	TRADEMARK	REGISTRATION NUMBER
1.	ACTIVEREACH	2471890