

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, 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		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-830-9541		
Email:	Oleh.Hereliuk@federalresearch.com		
Correspondent Name:	Linklaters LLP		
Address Line 1:	1345 Avenue of Americas		
Address Line 2:	Attn: Jada Horton		
Address Line 4:	New York, NEW YORK 10105		
ATTORNEY DOCKET NUMBER:	397792		
NAME OF SUBMITTER:	Oleh Hereliuk		
Signature:	/oh/		

CH \$65.00 2484408

Date:

10/23/2007

Total Attachments: 6

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Second Lien Trademark Security Agreement

Second 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 SOCIÉTÉ GÉNÉRALE, in its capacity as collateral agent pursuant to the Second Lien Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

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 Second 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 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, the 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, INC.

By: 

Name: DAVID EUBANK
Title: VICE PRESIDENT

Signature Page to Second Lien Trademark Security Agreement


TRADEMARK
REEL: 003644 FRAME: 0573

IN WITNESS WHEREOF, the 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 WORLDWIDE, INC

By:


Name: DAVID GOLDBERG
Title: VICE PRESIDENT

Signature Page to Second Lien Trademark Security Agreement

TRADEMARK
REEL: 003644 FRAME: 0574

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

GXS, INC.

	<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>
1.	YOU'LL SEE	2484408
2.	"TRADING GRID"	3191005

GXS WORLDWIDE, INC.

	<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>
1.	ACTIVEREACH	2471890