#### 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

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

Phone: 212-830-9541

Oleh.Hereliuk@federalresearch.com Email:

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/

**TRADEMARK** 

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Date:	10/23/2007
Total Attachments: 6	
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Form **PTO-1594** (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30/2008)

OMB Collection 0651-0027 (exp. 6/30/2008)  RECORDATION FO	RM COVER SHEET	
TRADEMARKS ONLY		
To the Director of the U.S. Patent and Trademark Office: Plea	se record the attached documents or the new address(es) below.	
1. Name of conveying party(ies):  GXS, Inc.  Individual(s) Association General Partnership Limited Partnership Corporation- State: DE Other Citizenship (see guidelines) USA Additional names of conveying parties attached? Yes No.  3. Nature of conveyance )/Execution Date(s): Execution Date(s) October 5, 2007  Merger	2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached?  No  Name: Société Générale  Internal  Address:  Street Address: 1221 Avenue of the Americas  City: New York  State: NY  Country: USA Zip: 10020  Association Citizenship  General Partnership Citizenship  Limited Partnership Citizenship  Corporation Citizenship  Other Citizenship	
✓ Security Agreement ☐ Change of Name	If assignee is not domiciled in the United States, a domestic representative designation is attached:	
Other	(Designations must be a separate document from assignment)	
Application number(s) or registration number(s) and     A. Trademark Application No.(s)  C. Identification or Description of Trademark(s) (and Filing)	B. Trademark Registration No.(s) 2484408 and 3191005  Additional sheet(s) attached?  Yes  No	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Jada M. Horton	6. Total number of applications and registrations involved:	
Internal Address: Linklaters LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00	
Street Address: 1345 Avenue of the Americas	Authorized to be charged by credit card  Authorized to be charged to deposit account  Enclosed	
City: New York	8. Payment Information:	
State: NY Zip: 10105	a. Credit Card Last 4 Numbers Expiration Date	
Phone Number: 212.830.9541	b. Deposit Account Number	
Fax Number: <u>212.903.9100</u>	Authorized User Name	
Email Address: jada.horton@linklaters.com	. Iditorizod Goor (Tarrio	
9. Signature: Signature Jada, M. Horton	October 10, 2007  Date  Total number of pages including cover	
Name of Person Signing	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

#### 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 "<u>Pledgor</u>", and, collectively, the "<u>Pledgors</u>"), in favor of SOCÍETÉ GÉNÉRALE, in its capacity as collateral agent pursuant to the Second Lien Credit Agreement (in such capacity, the "<u>Collateral Agent</u>").

#### 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. <u>Defined Terms</u>. 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. <u>Termination</u>. 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. <u>Counterparts</u>. 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

Title: VICE PRESIDENT

Signature Page to Second Lien Trademark Security Agreement

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: Day()

Title: VICE DEFENDEN

Signature Page to Second Lien Trademark Security Agreement

## **SCHEDULE I**

#### to

# SECOND LIEN TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS

# GXS, INC.

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

## GXS WORLDWIDE, INC.

**RECORDED: 10/23/2007** 

		TRADEMARK	REGISTRATION NUMBER
]	1.	ACTIVEREACH	2471890