

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gateway EDI, LLC		12/30/2008	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	First Bank		
Street Address:	135 N. Meramec		
City:	Clayton		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3156294	TRACKEDI	
Registration Number:	2503703	GATEWAY EDI	
Registration Number:	3211032	GATEWAY EDI WHERE TECHNOLOGY & SERVICE COME TOGETHER	
CORRESPONDENCE DATA			
Fax Number:	(314)612-7874		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-444-7874		
Email:	tbranson@lewisrice.com		
Correspondent Name:	Terri Branson		
Address Line 1:	500 N. Broadway, Suite 2000		
Address Line 2:	Lewis, Rice & Fingersh, L.C.		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	027208.46223		

OP \$90.00 3156294

NAME OF SUBMITTER:	Terri Branson
Signature:	/Terri Branson/
Date:	01/05/2009
Total Attachments: 5 source=GatewayTradeSecAgmt#page1.tif source=GatewayTradeSecAgmt#page2.tif source=GatewayTradeSecAgmt#page3.tif source=GatewayTradeSecAgmt#page4.tif source=GatewayTradeSecAgmt#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of December 30, 2008, and is by Gateway EDI, LLC, a Delaware limited liability company ("Grantor"), in favor of First Bank ("Lender")

RECITALS

A. Gateway EDI, Inc. ("GEDI"), Grantor's predecessor in interest, and Lender have entered into a Loan and Security Agreement dated as of January 9, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Lender has agreed to make loans to GEDI and issue letters of credit on behalf of GEDI.

B. GEDI converted into Grantor (under Delaware law). Grantor has executed a Ratification Agreement of even date herewith (the "Ratification Agreement") ratifying and joining the Credit Agreement. In connection with such conversion, GEDI assigned to Grantor, all its intellectual property, including the Trademark Collateral (as defined below).

C. Pursuant to the Credit Agreement and the Ratification Agreement, Grantor is required to execute and deliver to Lender this Agreement

D. Pursuant to the terms of the Credit Agreement and the Ratification Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by, and all obligations and liabilities of, Grantor under the Credit Agreement and the other Loan Documents.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on

Schedule 1 (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Credit Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Missouri applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Gateway EDI, LLC, a Delaware limited liability

By: Tim Fogarty
Print Name: TIM FOGERTY
Title: Manager

Acknowledged:

First Bank

By: _____
Print Name: _____
Title: _____

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Gateway EDI, LLC, a Delaware limited liability


By: _____

Print Name: _____

Title: _____

Acknowledged:

First Bank

By: 
Print Name: Edward L. Dehner
Title: Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

<u>Title</u>	<u>Trademark Registration Number</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Country</u>
TRACKEDI	3,156,294	78-515250	October 17, 2006	USA
GATEWAY EDI	2,503,703	76-012981	November 6, 2001	USA
GATEWAY EDI WHERE TECHNOLOGY & SERVICE COME TOGETHER	3,211,032	78-854496	February 20, 2007	USA