

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		05/01/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	SunTrust Bank, as successor agent
Street Address:	303 Peachtree Street, 24th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	Georgia Banking Corporation: GEORGIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1423287	CARD+TEL
Registration Number:	2263605	LECONNECT
Registration Number:	1880080	TNS
Registration Number:	1984418	TRANSXPRESS
Registration Number:	2933712	TRANSXPRESS SECURE
Registration Number:	2644794	CARDMETER
Registration Number:	2750835	MAKING WIRELESS EASY
Registration Number:	2417198	E-PROCESSING FOR THE NEW MILLENNIUM

CORRESPONDENCE DATA

Fax Number: (404)881-4777
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-881-7000
 Email: ann.jones@alston.com
 Correspondent Name: Emilee Terry

OP \$215.00 1423287

Address Line 1: Alston & Bird LLP
Address Line 2: 1201 West Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309-3424

ATTORNEY DOCKET NUMBER:	1833/309781
NAME OF SUBMITTER:	Emilee Terry
Signature:	/Emilee Terry/
Date:	05/05/2009

Total Attachments: 3

source=TNS -- Executed Trademark Assignment_1#page1.tif
source=TNS -- Executed Trademark Assignment_1#page2.tif
source=TNS -- Executed Trademark Assignment_1#page3.tif

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS
UNDER THE TRADEMARK SECURITY AGREEMENT

ASSIGNMENT dated as of May 1, 2009 (this "Assignment"), from General Electric Capital Corporation, as initial agent (the "Initial Agent"), to SunTrust Bank, as successor agent (together with its successors and assigns, the "Successor Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of March 28, 2007 (the "Trademark Security Agreement"), by and between Transaction Network Services, Inc., a Delaware corporation (the "Grantor") and the Initial Agent, the Grantor granted a security interest to the Initial Agent in certain Trademark Collateral including the Trademarks set forth on Schedule I thereto; and

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on April 25, 2007 at Reel 3538, Frame 0952; and

WHEREAS, the Initial Agent has assigned all of its rights, powers and privileges as Agent under the Credit Agreement (as such term is defined in the Trademark Security Agreement) and the Trademark Security Agreement to the Successor Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Initial Agent hereby acknowledges and agrees as follows:

1. Definitions. The terms "Trademarks", "Trademark Licenses" and "Trademark Collateral" shall each have the meaning ascribed to such term in the Trademark Security Agreement, and includes, without limitation, those items listed on Schedule I hereto.

2. Assignment of Security Interest. The Initial Agent hereby assigns all of its rights, powers and privileges under the Trademark Security Agreement, including those respecting the Trademark Collateral, to the Successor Agent.

3. Further Assurances. The Initial Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment. Initial Agent hereby authorizes Successor Agent to (i) record this Assignment, an abstract thereof, or any other document describing Successor Agent's interest in the Trademark Collateral with the United States Patent and Trademark Office or any other governmental or regulatory authority and (ii) file UCC-1 financing statements describing the Trademark Collateral in any filing office deemed appropriate by Successor Agent.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Trademarks by its duly authorized officer as of the date first written above.

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
as Initial Agent

By: *R. O'Connell*
Name: *Richard O'Connell*
Title: *Duly Authorized Signatory*

SCHEDULE I

List of Trademarks and Trademark Applications

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
CARD*TEL	1423287	12/30/86
LECONNECT	2263605	7/20/99
TNS (WORDS & DESIGN)	1880080	2/21/95
TRANSXPRESS	1984418	7/2/96
TRANSXPRESS SECURE	2933712	3/15/05
CARDMETER	2644794	10/29/02
Making wireless easy	2750835	8/12/03
E-processing for the new millennium	2417198	1/2/01