

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Transaction Network Services, Inc.		05/01/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunTrust Bank, as Agent		
<b>Street Address:</b>	303 Peachtree Street, 24th Floor		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	Georgia Banking Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2766458		
<b>Registration Number:</b>	1558459	SIGNET7	
<b>Registration Number:</b>	2875214		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)881-4777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-881-7000		
<b>Email:</b>	ann.jones@alston.com		
<b>Correspondent Name:</b>	Emilee Terry		
<b>Address Line 1:</b>	Alston & Bird LLP		
<b>Address Line 2:</b>	1201 West Peachtree Street		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-3424		
<b>ATTORNEY DOCKET NUMBER:</b>	1833/309781		
<b>NAME OF SUBMITTER:</b>	Emilee Terry		

OP \$90.00 2766458

Signature:	/Emilee Terry/
Date:	05/05/2009
Total Attachments: 6 source=TNS Trademark Security Agreement_1#page1.tif source=TNS Trademark Security Agreement_1#page2.tif source=TNS Trademark Security Agreement_1#page3.tif source=TNS Trademark Security Agreement_1#page4.tif source=TNS Trademark Security Agreement_1#page5.tif source=TNS Trademark Security Agreement_1#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 1, 2009, by TRANSACTION NETWORK SERVICES, INC., a Delaware corporation ("Grantor"), in favor of SUNTRUST BANK, a Georgia banking corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, TNS, Inc., Lenders from time to time party thereto (the "Lenders"), General Electric Capital Corporation and the Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for the benefit of, Borrower;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of March 28, 2007 (the "Existing Security Agreement"), as amended by that certain Master Amendment to Collateral Documents and Reaffirmation Agreement dated as of the date hereof (the "Master Amendment and Reaffirmation" together with the Existing Security Agreement and including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License if Grantor has the right to make such a claim under such Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License if Grantor has the right to make such a claim under such Trademark License.

Notwithstanding anything to the contrary, this agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by any Grantor for Trademarks based on an intent to use the same if and so long as such application is pending and not matured into registered Trademarks (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as any Intent-To-Use Application is pending this agreement shall operate only to create a security interest for collateral purposes in favor of Agent, for the ratable benefit of the Lenders, on such Intent-To-Use Application as Collateral for the Obligations.

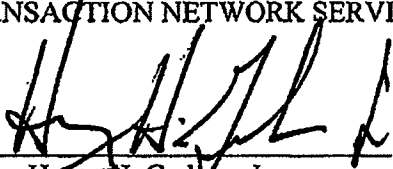
Notwithstanding any of the other provisions set forth herein, this Trademark Security Agreement shall not constitute a grant of a security interest in any Trademark or Trademark License to the extent such grant of a security interest is prohibited by or constitutes a breach or default under any contract or License or would jeopardize Grantor's rights therein or thereunder or registrations or applications therefor; provided that (i) if the contract or License is listed on Schedule I, Grantor shall so indicate any such limitations on the attached Schedule I and (ii) if at any later time such grant of a security interest is not prohibited by or does not constitute a breach or default under any contract or License and would not jeopardize Grantor's rights therein or thereunder or registrations or applications therefor, the rights and property as to which such prohibition previously applied shall automatically be included in the Trademark Collateral, without further action on the part of any Grantor or Agent.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TRANSACTION NETWORK SERVICES,  
INC.

By:   
Name: Henry H. Graham, Jr.  
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

SUNTRUST BANK,  
as Agent

By: \_\_\_\_\_  
Its: Duly Authorized Signatory

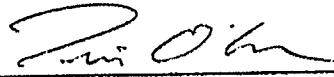
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TRANSACTION NETWORK SERVICES,  
INC.

By: \_\_\_\_\_  
Name: Henry H. Graham, Jr.  
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

SUNTRUST BANK,  
as Agent

By:  \_\_\_\_\_  
Its: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia )  
COUNTY OF Fairfax ) ss.

On this 1<sup>st</sup> day of May, 2009 before me personally appeared Henry H. Graham, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Transaction Network Services, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

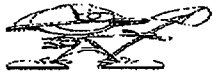



Kym M. Boyer  
Notary Public  
Printed Name: Kym M. Boyer  
My commission expires: 7/31/12

Official Seal:

City/County of Fairfax  
Commonwealth of Virginia  
The foregoing instrument was acknowledged before me  
this 1<sup>st</sup> day of May, 2009  
by Henry H. Graham  
Kym M. Boyer Notary Public  
KYM M. BOYER  
Reg. # 343249 Commission Expires 7/31/2012

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Philo Design  SIGNET7 (Stylized) <b>SIGNET7</b>	2,766,458	09/23/2003
Illuminet Design 	1,558,459	
	2,875,214	08/17/2004
AMAT7	TMA507,862 (Canada)	02/10/1999
ILLUMINET ILLUMINET and Design 	TMA507,089 (Canada)	01/26/1999
<b>illuminet</b> ILLUMINET and Design 	TMA584,298 (Canada)	06/25/2003
<b>illuminet</b>	2,358,034 (European Union)	12/19/2002