

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
Transaction Network Services, Inc.		11/19/2009	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree Street		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 10			
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:	2766458		
Registration Number:	1558459	SIGNET7	
Registration Number:	2875214		
CORRESPONDENCE DATA			
Fax Number:	(404)881-7777		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-881-7000		

OP \$265.00 1423287

900148124

TRADEMARK
REEL: 004099 FRAME: 0775

Email: barbara.yates@alston.com
Correspondent Name: Jeffrey A. Cooper, Esq.
Address Line 1: 1201 W. Peachtree Street
Address Line 2: c/o Alston & Bird LLP
Address Line 4: Atlanta, GEORGIA 30309-3424

ATTORNEY DOCKET NUMBER:

380579

NAME OF SUBMITTER:

Jeffrey A. Cooper

Signature:

/Jeffrey A. Cooper/

Date:

11/19/2009

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 19, 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 its benefit and the benefit of the other Secured Parties ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, TNS, Inc., Lenders from time to time party thereto (the "Lenders") 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, Lenders and the L/C Issuer are willing to make Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement and the Secured Parties are willing provide other accommodations afforded the Credit Parties, for itself and the ratable benefit of Secured Parties, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Secured Parties, that certain Security Agreement dated as of the date hereof (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 Secured Parties, 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. "Secured Parties" means, subject to Section 8.2.(o) of the Credit Agreement, those "Secured Parties" as defined in Annex A of the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Secured Parties, 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 itself and the ratable benefit of Secured Parties, 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 Secured Parties, 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.

4. NOTICE. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

5. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

6. CONSENT TO JURISDICTION. EACH PARTY HERETO HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND ANY APPELLATE COURT FROM ANY THEREOF AND IRREVOCABLY AGREES THAT, SUBJECT TO AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH PARTY HERETO EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. EACH PARTY HERETO HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH PERSON BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, IN ACCORDANCE WITH THE NOTICE PROVISION SET FORTH HEREIN AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED. THE GRANTOR IN ANY EVENT WILL USE ALL COMMERCIALY REASONABLE EFFORTS TO PRODUCE IN ANY SUCH DISPUTE RESOLUTION PROCEEDING, AT THE TIME AND IN THE MANNER REQUESTED BY AGENT OR ANY LENDER, ALL PERSONS, DOCUMENTS (WHETHER IN TANGIBLE, ELECTRONIC OR OTHER FORM) OR OTHER THINGS UNDER ITS CONTROL AND RELATING TO THE DISPUTE

[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

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
COUNTY OF Fairfax) ss.

On this 16th day of November, 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.


Notary Public

{seal}



MARIA KRISTINA SIEH
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7165831
My Commission Expires Sept. 30, 2012

TRADEMARK



REEL: 004099 FRAME: 0780

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

REGISTERED AND PENDING U.S. TRADEMARKS

MARK	REGISTRATION NO.	REGISTRATION DATE	OWNER/ASSIGNEE
CARD*TEL	1,423,287	12/30/86	Transaction Network Services, Inc.
LECONNECT	2,263,605	7/20/99	Transaction Network Services, Inc.
TNS (WORDS & DESIGN)	1,880,080	2/21/95	Transaction Network Services, Inc.
TRANSXPRESS	1,984,418	7/2/96	Transaction Network Services, Inc.
TRANSXPRESS SECURE	2,933,712	3/15/05	Transaction Network Services, Inc.
CARDMETER	2,644,794	10/29/02	Transaction Network Services, Inc.
MAKING WIRELESS EASY	2,750,835	8/12/03	Transaction Network Services, Inc.
DESIGN ONLY (PHILO) 	2,766,458	9/23/03	Transaction Network Services, Inc.
SIGNET7 (STYLIZED) SIGNET7	1,558,459	9/26/89	Transaction Network Services, Inc.
ILLUMINET DESIGN 	2,875,214	8/17/04	Transaction Network Services, Inc.

REGISTERED AND PENDING FOREIGN TRADEMARKS

TRADEMARK	REGISTRATION/ APPLICATION NO.	REGISTRATION/ FILING DATE	OWNER/ASSIGNEE
TNS (WORDS AND DESIGN)	CTM 1022086	5/30/00	Transaction Network Services, Inc.
TNS (WORDS AND DESIGN)	UK 2183465	11/26/99	Transaction Network Services (UK) Limited
TNS	UK 2183462	11/26/99	Transaction Network Services (UK) Limited
TNS	CTM 1022029	3/4/02	Transaction Network Services, Inc.
TNS RETAIL THE TRANSACTION EXPERTS	CTM 4340238	7/12/2006	Transaction Network Services, Inc.
TNS FINANCIAL THE CONNECTIVITY EXPERTS	CTM 4340246	6/30/2006	Transaction Network Services, Inc.
TNS WORDS & DESIGN	Australia 946890	3/12/03 (Filing date)	Transaction Network Services, Inc.
TNS & DESIGN	Japan 4733523	12/12/03	Transaction Network Services, Inc.
TRANSACTION NETWORK SERVICES & DESIGN	Canada TMA721259	2/28/05 (Filing date)	Transaction Network Services, Inc.
AMAT7	Canada TMA507,862	2/10/99	Transaction Network Services, Inc.
ILLUMINET	Canada TMA507,089	1/26/99	Transaction Network Services, Inc.
ILLUMINET AND DESIGN 	Canada TMA584,298	6/25/03	Transaction Network Services, Inc.
ILLUMINET AND DESIGN 	CTM 2358034	12/19/02	Transaction Network Services, Inc.

TNS & DESIGN	Brazil 826312039	10/2/2007	Transaction Network Services, Inc.
TNS	Ireland 214674	2/26/1999	Transaction Network Services, Inc.
TNS & DESIGN	Ireland 214673	2/26/1999	Transaction Network Services, Inc.