

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GXS, Inc.		12/23/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust FSB		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3191005	TRADING GRID	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	35427		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		
Date:	02/09/2010		

OP \$40.00 3191005

900154367

TRADEMARK
REEL: 004146 FRAME: 0468

Total Attachments: 7

source=35427#page1.tif

source=35427#page2.tif

source=35427#page3.tif

source=35427#page4.tif

source=35427#page5.tif

source=35427#page6.tif

source=35427#page7.tif

TRADEMARK

REEL: 004146 FRAME: 0469

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please 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: _____
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 23, 2009

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: Wilmington Trust FSB

Internal

Address: _____

Street Address: 50 South Sixth Street, Suite 1290

City: Minneapolis

State: Minnesota

Country: USA Zip: 55402

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other Bank Citizenship US
If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See Attached

B. Trademark Registration No.(s)
See Attached

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

Date

Name of Person Signing

Total number of pages including cover
sheet, attachments, and document:

7

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

TRADEMARK
REEL: 004146 FRAME: 0470

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 23, 2009 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**” and each individually as a “**Grantor**”) in favor of Wilmington Trust FSB, as collateral trustee for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Trustee**”).

WHEREAS, GXS Worldwide, Inc., a Delaware corporation, and certain subsidiaries of GXS Worldwide, Inc., are each a party to both an Indenture, dated as of December 23, 2009, (the “**Indenture**”) and a Credit and Guaranty Agreement, dated as of December 23, 2009 (the “**Credit Agreement**”) with the Collateral Trustee, and other parties thereto; and

WHEREAS, it is a condition under each of the Indenture and the Credit Agreement that each of the Grantors hereto have executed and delivered that Pledge and Security Agreement dated as of December 23, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) by and among each of the Grantors, the other grantors party thereto and the Collateral Trustee pursuant to which each Grantor grants to the Collateral Agent a security interest in, among other property, the Trademark Collateral (as defined below) and each is required to execute and deliver this Agreement for recordation in the U.S. Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Trustee as follows:

SECTION 1. Defined Terms

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

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Trustee, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Trademark Collateral**”):

- (a) all United States and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any State of the United States, and all extensions or renewals thereof, including those listed in Schedule A hereto, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or

embody such goodwill, and (d) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (e) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Trustee for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. RECORDATION

This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 5. GOVERNING LAW

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.


SECTION 6. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic means shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank]

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

GXS, INC.

By: 
Name: Richard B. Nash
Title:

STATE OF MARYLAND)
)
COUNTY OF MONTGOMERY) ss.

On this 21st day of December, 2009 before me, the undersigned officer, personally appeared RICHARD B NASH, and [he/she/they], as such [~~title of authorized officer/s~~ SENIOR VICE PRESIDENT], being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself/themselves as [~~title of authorized officer~~ SENIOR VICE PRESIDENT] of GXS, INC.

In witness whereof I hereunto set my hand and official seal.



Notary Public
My commission expires MARCH 19, 2013

DIANE M. OSTROW
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 19, 2013

Accepted and Agreed:

WILMINGTON TRUST FSB,
as Collateral Trustee

By: _____

Name: Peter Finkel

Title: Vice President

A handwritten signature in black ink, appearing to read "Peter Finkel", written over a horizontal line.

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

	<u>OWNER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>
1.	GXS Inc.	"TRADING GRID"	3191005