

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Transaction Network Services, Inc.		02/15/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SunTrust Bank
Street Address:	303 Peachtree Street, N.E.
Internal Address:	25th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	banking corporation: GEORGIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1423287	CARD+TEL
Registration Number:	2933712	TRANSXPRESS SECURE
Registration Number:	1880080	TNS
Registration Number:	1984418	TRANSXPRESS

CORRESPONDENCE DATA

Fax Number: 4048817777
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-881-7777
 Email: laura.kees@alston.com,angie.wicker@alston.com
 Correspondent Name: Laura Kees, Esq.
 Address Line 1: 1201 West Peachtree Street
 Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	001833/409327
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NAME OF SUBMITTER:	Laura Kees
Signature:	/Laura Kees/
Date:	02/15/2013
Total Attachments: 6 source=Second Lien-Patent and TM Security Agreement-Transaction Network Services#page1.tif source=Second Lien-Patent and TM Security Agreement-Transaction Network Services#page2.tif source=Second Lien-Patent and TM Security Agreement-Transaction Network Services#page3.tif source=Second Lien-Patent and TM Security Agreement-Transaction Network Services#page4.tif source=Second Lien-Patent and TM Security Agreement-Transaction Network Services#page5.tif source=Second Lien-Patent and TM Security Agreement-Transaction Network Services#page6.tif	

GRANT OF SECURITY INTEREST
PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, TRANSACTION NETWORK SERVICES, INC., a Delaware corporation (the "Grantor"), with principal offices at 11480 Commerce Park Drive – Suite 600, Reston, Virginia, 20191, hereby pledges and grants to SUNTRUST BANK, as Administrative Agent (the "Grantee") with principal offices at 303 Peachtree Street, N.E., 25th Floor, Atlanta, Georgia 30308, a security interest in (A) (i) all United States and foreign trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or otherwise, all common-law rights related thereto, including, without limitation, any registrations and applications for registrations in respect of the foregoing, and all goodwill of the business connected with the use of or symbolized by any of the foregoing, (ii) the right to obtain all renewals thereof and (iii) the right to sue for past, present or future infringement and dilutions thereof (the "Trademarks"), each as set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof, (B) all written agreements providing for the grant by or to any Grantor of any right to use any Trademark (the "Trademark Licenses"), each as set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof, (C) (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, (ii) all applications for letters patent of the United States, any other country or any political subdivision thereof, and all reissues, divisionals, continuations and continuations in part, renewal applications and all renewals thereof, (iii) all rights to obtain any reissues, reexaminations or extensions of the foregoing and (iv) the right to sue for past, present and future infringements thereof (the "Patents"), as set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, and (D) all written agreements providing for the grant by or to any Grantor of any right to manufacture, use, sell or otherwise exploit any invention covered in whole or in part by a Patent (the "Patent Licenses") as set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, in each case of the foregoing, together with all Proceeds (as such term is defined in the Second Lien Guarantee and Collateral Agreement referred to below) of the Trademarks and Patents, the goodwill of the businesses with which the Trademarks are associated, and all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks and Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in the Second Lien Guarantee and Collateral Agreement made by the Grantor and the other grantors from time to time party thereto in favor of the Grantee, dated as of February 15, 2013 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Second Lien Guarantee and Collateral Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Second Lien Guarantee and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are more fully set forth in the Second Lien Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall govern. This Grant may be executed in counterparts and by the different parties hereto on separate counterparts, but all of which shall together constitute one and the same instrument. Delivery

of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart.

This Grant shall be governed by the laws of the State of New York.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

TRANSACTION NETWORK SERVICES, INC., as
Grantor

By: Dennis Randolph
Name: Dennis Randolph
Title: CFO

SUNTRUST BANK
as Administrative Agent, as Grantee

By: _____
Name: _____
Title: _____

STATE OF Virginia)
) ss.:
COUNTY OF Fairfax)

On this 14th day of February, 2013, before me personally came Dennis Randolph who, being by me duly sworn, did state as follows: that he is an authorized officer of TRANSACTION NETWORK SERVICES, INC., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Carla A. Wiley
Notary Public



STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of February, 2013, before me personally came _____ who, being by me duly sworn, did state as follows: that he/she is a _____ of SUNTRUST BANK, that he/she is authorized to execute the foregoing Grant on behalf of SunTrust Bank and that he/she did so by authority of SunTrust Bank.

Notary Public

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

TRANSACTION NETWORK SERVICES, INC., as
Grantor

By: _____
Name: _____
Title: _____

SUNTRUST BANK
as Administrative Agent, as Grantee

By: [Signature]
Name: Nicholas Hahn
Title: Director

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ___ day of _____, 20__, before me personally came _____ who, being by me duly sworn, did state as follows: that he is the _____ of TRANSACTION NETWORK SERVICES, INC., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Notary Public

STATE OF Georgia)
) ss.:
COUNTY OF Fulton)

On this 14 day of February, 2013, before me personally came Nicholas Hahn who, being by me duly sworn, did state as follows: that he is a Director of SUNTRUST BANK, that he is authorized to execute the foregoing Grant on behalf of SunTrust Bank and that he did so by authority of SunTrust Bank.


[Signature]
Notary Public

HAYLEY S HALEY
Notary Public
Newton County
State of Georgia
My Commission Expires Apr 13, 2014

[Signature Page to Second Lien Patent and Trademark Security Agreement]

SCHEDULE A

TRADEMARKS

Trademark	Registration No. / Application No.	Registration Date / Filing Date
CARD+TEL	1,423,287	December 30, 1986
TRANSXPRESS SECURE	2,933,712	March 15, 2005
TNS & Design 	1,880,080	February 21, 1995
TRANSXPRESS	1,984,418	July 2, 1996

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None

SCHEDULE B

REGISTERED PATENTS

<u>Patent / App No.</u>	<u>Filing Date</u>	<u>Status</u>	<u>Title</u>
7810721	8/3/2006	Issued 10/12/2010; no fees due	Systems and method for vending machine settlement
7773533	7/11/2007	Issued 8/10/2010; no fees due	Methods, apparatuses and systems facilitating determination of network path metrics
7353208	2/2/2000	Issued 4/1/2008	Transaction processing using intermediate server architecture
7139242	12/19/2001	Issued 11/21/2006; no fees due	Methods, apparatuses and systems facilitating deployment, support and configuration of network routing policies
5974052	5/10/1996	Issued 10/26/1999; no fees due	Frame relay access device and method for transporting ss7 information between signaling points
D408812	6/2/1998	Issued 4/27/1999; Expires 4/27/2013	Transceiver housing
5517562	11/1/1994	Issued 5/14/1996; no fees due	Method and system for providing a distributed service network for telecommunications service providers
13/251604	10/3/2011		System and method for delivering caller name information to mobile devices
11/036195	1/14/2005		Methods and apparatuses for routing services over internet protocol

PATENT APPLICATIONS

None

PATENT LICENSES

None

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