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RECORDATION TRADEM



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DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): GXS Corporation [] Individual(s) [] General Partnership [] Association [] Corporation [] Limited Partnership [] Other

2. Name and address of receiving party(ies) Name: Credit Suisse First Boston, as Administrative Agent Internal Address: Street Address: 11 Madison Avenue City: New York State: NY Zip: 10010

Additional name(s) of conveying party(ies) attached? [] Yes [x] No 1. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [] Corporation-State [x] Other: Grant of Trademark Security Interest Execution Date: September 27, 2002

[] Individual(s) citizenship [x] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other 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) Additional name(s) & address(es) attached? [] Yes [x] No

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76432943 and 75913744

B. Trademark Registration No.(s) 2,181,744; 2,471,890 and 2,214,084

Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Gina M. Durham Internal Address: Street Address: O'MELVENY & MYERS LLP 400 South Hope Street City: Los Angeles State: CA Zip: 90071-2899

6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41) \$140.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Gina M. Durham Name of Person Signing Signature Date October 7, 2002 Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

10/11/2002 6TOM11 00000068 76432943

01 FC:481 40.00 OP 02 FC:482 100.00 OP

TRADEMARK REEL: 002597 FRAME: 0649

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, GXS CORPORATION, a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, GXS Corporation, a Delaware corporation ("**Company**"), has entered into a Credit Agreement dated as of September 27, 2002 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Credit Suisse First Boston, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Hedge Agreements (collectively, the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, "**Hedge Providers**"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of September 27, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in

the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 27th day of September, 2002.

GXS CORPORATION

By: 

Name: Jean-Jacques Charbon

Title: Senior VP & CFO and Treasurer

SCHEDULE A

TO

GRANT OF TRADEMARK SECURITY INTEREST

Trademarks Registered:

<u>Owner</u>	<u>US Trademark Description</u>	<u>Reg. Date</u>	<u>Registration Number</u>
GXS Corporation	TPN	08/18/98	2,181,744
GXS Corporation	ACTIVEREACH	07/27/00	2,471,890
GXS Corporation	VCS-EXCEL	12/29/98	2,214,084

Trademarks Pending:

<u>Applicant</u>	<u>US Trademark Description</u>	<u>File Date</u>	<u>Application Number</u>
GXS Corporation	GLOBAL EXCHANGE SERVICES	07/22/02	76432943
GXS Corporation	CONTRACTSOURCE	02/09/00	75913744