

03-05-2003

Foam PT(1)-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

2/25/03



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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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

- Assignment
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Re-record to remove property number 75913744 which was inadvertently recited on the cover sheet of a previous Security Agreement recorded on Reel/Frame 002597/0649.
- Merger
- Change of Name

Execution Date: September 27, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

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

- Individual(s) citizenship _____
- 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 No

B. Trademark No.(s) 2,269,363

Additional numbers attached? Yes No

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

Name: Gina Durham

Internal Address: _____

Street Address: c/o O'Melveny & Myers LLP

400 South Hope Street, Room 1919

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 160.00 (incl. \$120.00 Expedited Processing Fee)

- Enclosed *Fee Paid*
- Authorized to be charged to deposit account

8. Deposit account number

DO NOT USE THIS SPACE

9. Signature.

Gina Durham
Name of Person Signing

Gina Durham
Signature

February 24, 2003
Date

Total number of pages including cover sheet, attachments, and documents: 9

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

10/7/02

10-15-2002

185,550-073

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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
Corporation
Other

Additional name(s) of conveying party(ies) attached? Yes No

1. Nature of conveyance:

- Assignment
Security Agreement
Corporation-State
Merger
Change of Name
Other: Grant of Trademark Security Interest

Execution Date: September 27, 2002

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

- Individual(s) citizenship
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
Additional name(s) & address(es) attached? Yes No

OFFICE OF PATENT RECORDS
FINANCE SECTION
2002 OCT -7 AM 9:24

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76432943 and 75913711

bo 2/2/03

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

Additional number(s) attached Yes 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

- 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]

October 7, 2002
Date

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 GT0N11 00000068 76432943

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

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 Charhon

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

bb
2/24/03

TPN Register, L.L.C.