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RECORDATION F 102251175 PATENTS ONLY

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Grant of Patent 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

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

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s): 09/748,143; 09/506,367; 09/722,607; 09/741,994; 09/722,611; 09/722,668; 09/748,125; 09/748,134; 09/593,687; 09/750,287; 09/722,701; 09/617,117; 09/942,840; 09/681,781; 09/741,860; 09/948,902; 09/920,323; 10/024,051; 10/022,359; 10/026,676; 10/026,773; 10/038,657; 10/042,260; 10/024,050; and 10/023,857

B. Patent No.(s): 5,627,972

Additional numbers 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 patents involved: 26

7. Total fee (37 CFR 3.41).....\$1,040.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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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

Gina M. Durham (Signature)

Signature

October 7, 2002

Date

10/11/2002 6TON11 00000069 09748143 Total number of pages including cover sheet, attachments and documents:

1 FC:581

1040.00 OP

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

LA3:1021393.1

PATENT REEL: 13362 FRAME: 0863

GRANT OF PATENT 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 Patent 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 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 Patent 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 “**Patent Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications listed in Schedule A), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the “**Patents**”); and

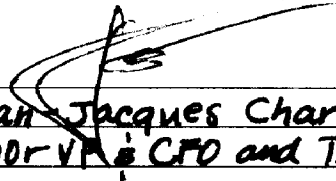
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss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

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IN WITNESS WHEREOF, Grantor has caused this Grant of Patent 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 PATENT SECURITY INTEREST****Patents Issued:**

<u>Owner</u>	<u>Issue Date</u>	<u>Patent No.</u>	<u>Invention</u>
GXS Corporation	05/06/97	5,627,972	System for selectively converting a plurality of source data structures without intermediary structure into a plurality of selected target structures.

Patents Pending:

<u>Applicant</u>	<u>Application Serial No.</u>	<u>Invention</u>
GXS Corporation	09/748,143	A Process for Creating a Trading Partner Profile
GXS Corporation	09/506,367	Abstract Initiator
GXS Corporation	09/722,607	System and Method for Using Composite Scoring in an Auction Process
GXS Corporation	09/741,994	Provision of Electronic Commerce Services
GXS Corporation	09/722,611	Method, System and Software for Enterprise Access Management Control
GXS Corporation	09/722,668	Trading Partner Data Management
GXS Corporation	09/748,125	Tracking Status of Inbound Trading Partner Documents
GXS Corporation	09/748,134	Generating Responses in EDI Systems
GXS Corporation	09/593,687	A Trading Information Exchange System
GXS Corporation	09/750,287	XML Auto-Map Generator
GXS Corporation	09/722,701	Method, System and Software for Transferring Data Between Vertical Flow Applications
GXS Corporation	09/617,117	System and Method for Transferring Data Between a Request Engine and an Auction Engine
GXS Corporation	09/942,840	Method, System and Software for Generating and Displaying Custom Views for Accessing Multiple Applications
GXS Corporation	09/681,781	Context Sensitive Personal Identification Number
GXS Corporation	09/741,860	An Interface Between Front-End Systems and Back-End Systems
GXS Corporation	09/948,902	System and Method for Running a Dynamic Auction
GXS Corporation	09/920,323	Method of Conducting an Electronic Rolling Auction Permitting the Auction Sponsor to Make Changes to the Auction Item
GXS Corporation	10/024,051	Document Management
GXS Corporation	10/022,359	Architecture for Context-Based Adaptable Behavior

<u>Applicant</u>	<u>Application Serial No.</u>	<u>Invention</u>
GXS Corporation	10/026,676	Process for Generating a User Interface in a Data Processing System
GXS Corporation	10/026,773	System and Method for Transforming Documents to and from an XML Format
GXS Corporation	10/038,657	Electronic Document Interchange Document Object Model
GXS Corporation	10/042,260	Automated Method, System and Software for Storing Data in a General Format in a Global Network
GXS Corporation	10/024,050	Auto-Expiring Picture on Internet Control
GXS Corporation	10/023,857	Automated Method, System and Software for Transforming Data Between Extensible Markup Language Format and Electronic Data Interchange Format