

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
GXS Worldwide, Inc.	10/05/2007
RECEIVING PARTY DATA	
Name:	Societe Generale
Street Address:	1221 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5627972
Application Number:	09741860
Application Number:	10023857
CORRESPONDENCE DATA	
Fax Number:	(866)459-2899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-830-9541
Email:	Oleh.Hereliuk@federalresearch.com
Correspondent Name:	Linklaters LLP
Address Line 1:	1345 Avenue of Americas
Address Line 2:	Attn: Jada Horton
Address Line 4:	New York, NEW YORK 10105
ATTORNEY DOCKET NUMBER:	397791
NAME OF SUBMITTER:	Oleh Hereliuk

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Total Attachments: 7
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Second Lien Patent Security Agreement

Second Lien Patent Security Agreement, dated as of October 5, 2007 by GXS, INC. and GXS WORLDWIDE, INC. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of SOCIÉTÉ GÉNÉRALE, in its capacity as collateral agent pursuant to the Second Lien Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Second Lien Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, the Pledgors hereby agree with the Collateral Agent 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 Patent Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Patents of such Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and 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. In the event that any provision of this Second Lien Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Second Lien Patent Security Agreement.

SECTION 5. Counterparts. This Second Lien Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Second Lien Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GXS, INC.

By: 

Name: DAVID GARBUS

Title: VICE PRESIDENT

Signature Page to Second Lien Patent Security Agreement

PATENT
REEL: 019995 FRAME: 0410

IN WITNESS WHEREOF, the Pledgor has caused this Second Lien Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GXS WORLDWIDE, INC.

By: _____

Name: DAVID GOLDBERG

Title: VICE PRESIDENT

Signature Page to Second Lien Patent Security Agreement

PATENT
REEL: 019995 FRAME: 0411

SCHEDULE I
to
SECOND LIEN PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

GXS, INC.

Patent Registrations:

	<u>PATENT NO.</u>	<u>INVENTION</u>
1.	6671728	Abstract Initiator
2.	6678682	Method, System, and Software for Enterprise Access Management Control
3.	6850900	Full Service Secure Commercial Electronic Marketplace
4.	6983258	Trading Information Managing System and Software Including a Community Management Function
5.	7043687	Document Management
6.	7093281	Context Sensitive Personal Identification Number
7.	7155678	Method, system, and software for generating and displaying custom views for accessing multiple applications
8.	7216101	A Process for Creating a Trading Partner Profile

Patent Applications:

	<u>APPLICATION NO.</u>	<u>TITLE</u>
1.	09/722607	System and Method for Using Composite Scoring in an Auction Process
2.	09/722668	Trading Partner Data Management
3.	09/741994	Provision of Electronic Commerce Services
4.	10/042260	Automated Method System and Software for Storing Data in a General Format in a Global Network
5.	09/920323	Method of Conducting an Electronic Rolling Auction Permitting the Auction Sponsor to Make Changes to the Auction Item
6.	10/682782	A System for Extracting Customer-Specific Data from an Information Network

GXS WORLDWIDE, INC.

Patent Registrations:

	<u>PATENT NO.</u>	<u>INVENTION</u>
1.	5627972	System for selectively converting a plurality structures without intermediary structure selected target structures

Patent Applications:

	<u>APPLICATION NO.</u>	<u>TITLE</u>
1.	09/741860	An Interface Between Front-End Systems and Back-End Systems
2.	10/023857	Automated Method System and Software for Transforming Data Between Extensible Markup Language Format and Electronic Data Interchange Format