

4/5/04 RECO

04-07-2004

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To the Honorable Commissioner of Patents

102716446

Send original documents or copy thereof.

Name of conveying party(ies): 2004 APR -5 AM 9: 53

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as agent

Internal Address: _____

Street Address: 500 W. Monroe

City: Chicago State: IL ZIP: 60661

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Del

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

Transaction Network Service FINANCE SECTION

Individual(s) Association
General Partnership Limited Partnership

Corporation-State Del

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

Nature of conveyance:

Assignment Merger
Security Agreement Change of Name
Other

Execution Date: March 19, 2004

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

6. Total number of applications and registrations involved: 5

Name: Laura Konrath

7. Total fee (37 CFR 3.41) \$ 140.00

Internal Address: Winston & Strawn LLP
33rd Floor

Enclosed
Authorized to be charged to deposit account

Street Address: 35 West Wacker Drive

8. Deposit account number: N/A

City: Chicago State: IL ZIP: 60601

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

01 FC:4521
02 FC:4522

40.00 OP
100.00 OP

DO NOT USE THIS SPACE

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.

Laura Konrath
Name of Person Signing

Signature

3/31/04
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents

Continuation
Item 4

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>	
CARD*TEL	1,423,287	12/30/86	①
LECONNECT	2,263,605	7/20/99	②
TNS (WORDS & DESIGN)	1,880,080	2/21/95	③
TRANSXPRESS	1,984,418	7/02/96	④
TNS (WORDS AND DESIGN) – European Union	CTM 1022086	12/22/98	
TNS – European Union	CTM 1022029	12/22/98	
TNS & DESIGN – Japan	4733523	12/12/03	

TRADEMARK APPLICATIONS

TRANSXPRESS SECURE	App. No. 76/495,854	Filed 3/7/03	⑤
TNS Words & Design – Australia	App. No. 946890	Filed 3/12/03	

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None		

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 19, 2004, by TRANSACTION NETWORK SERVICES, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for the benefit of, Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

[signature page follows]

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

TRANSACTION NETWORK SERVICES,
INC.

By: 

Name: Henry H. Graham, Jr.

Title: Executive Vice President,
Chief Financial Officer and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Agent

By: _____

Its: Duly Authorized Signatory

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

TRANSACTION NETWORK SERVICES,
INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Agent

By:  _____
Its: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
COUNTY OF Fairfax) ss.

On this 19th day of March, 2004 before me personally appeared HENRY A. GRAMM, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Transacton Network Services, Inc who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Lindsay Sabback
Notary Public comm. exp. 7.31.07

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<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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None