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04-09-2004



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

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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):

Global eXchange Services, Inc.

- Individual(s)
- General Partnership
- Corporation-State **DE**
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amendment No. 1 to Security Agreement
- Merger
- Change of Name

Execution Date: December 31, 2003

2. Name and address of receiving party(ies)

Name: Wells Fargo Foothill, Inc.

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 2450 Colorado Avenue, Suite 3000 West

City: Santa Monica State: CA Zip: 90404

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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

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

A. Trademark Application No.(s) \_\_\_\_\_  
**SEE ATTACHED**

B. Trademark Registration No.(s) \_\_\_\_\_  
**SEE ATTACHED**

Additional number(s) attached  Yes  No

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

Name: Peter S. Burke, Esq.

Internal Address: \_\_\_\_\_

c/o Paul, Hastings, Janofsky & Walker LLP

Street Address: 515 So. Flower Street, 25th Floor

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: \_\_\_\_\_

**8**

7. Total fee (37 CFR 3.41).....\$ 215.00

- Enclosed
- Authorized to be charged to deposit account.

8. Deposit account number:

No. 16-0752

DO NOT USE THIS SPACE

9. Signature.

Nobuko Christy  
Name of Person Signing

*Nobuko Christy*  
Signature

April 5, 2004  
Date

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

04/12/2004 6:08:11 00000005 78122309

01 FC:8521 40.00 OP  
02 FC:8522 175.00 OP

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

700120801

TRADEMARK  
REEL: 002952 FRAME: 0409

**SCHEDULE 1**  
**TO AMENDMENT NUMBER ONE TO**  
**TRADEMARK SECURITY AGREEMENT**

<b><u>Owner</u></b>	<b><u>Trademark</u></b>	<b><u>Reg./Appl. Number.</u></b>
Global eXchange Services, Inc.	CELARIX	78/122309
Global eXchange Services, Inc.	CELARIX.COM	2481487
Global eXchange Services, Inc.	YOU'LL SEE	2484408
Global eXchange Services, Inc.	InventoryHub	78/115080
Global eXchange Services, Inc.	LogisticsHub	78/115083
Global eXchange Services, Inc.	PurchasingHub	78/115089
Global eXchange Services, Inc.	X4	78/110360
Global eXchange Services, Inc.	CELARIX.COM YOU'LL SEE	75/803748

**AMENDMENT NUMBER ONE TO  
TRADEMARK SECURITY AGREEMENT**

**THIS AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of December 31, 2003 (this "Amendment"), is delivered pursuant to Section 6 of that certain Trademark Security Agreement, dated as of March 21, 2003 (the "Trademark Security Agreement"), by and between **GLOBAL EXCHANGE SERVICES, INC.**, a Delaware corporation ("Debtor"), in favor of **WELLS FARGO FOOTHILL, INC.**, a California corporation formerly know as Foothill Capital Corporation, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Debtor and Agent are parties to that certain Trademark Security Agreement submitted for recordation with the United States Patent and Trademark Office on or about March 27, 2003; and

WHEREAS, the Debtor and Agent wish to amend the Trademark Security Agreement by adding Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Debtor and Agent hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and shall secure all Obligations.
2. Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.
3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of New York.

**SCHEDULE 1**  
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Global eXchange Services, Inc.	CELARIX.COM YOU'LL SEE	75/803748

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

5. This Amendment is a Loan Document.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

**GLOBAL EXCHANGE SERVICES, INC,** a Delaware corporation

By: \_\_\_\_\_

Name: JOHN SOBIESKI

Title: SENIOR VICE PRESIDENT

**WELLS FARGO FOOTHILL, INC.,**  
a California corporation formerly know as Foothill Capital Corporation,  
as Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

**GLOBAL EXCHANGE SERVICES, INC,** a  
Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WELLS FARGO FOOTHILL, INC.,**  
a California corporation formerly know as Foothill  
Capital Corporation,  
as Agent

By: MAU

Name: MICHAEL AQUARO

Title: VICE PRESIDENT