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12-31-1998



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December 15, 1998

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12-15-1998

U.S. Patent & TMO/TM Mail Report

BY HAND

BOX ASSIGNMENT

Commissioner of Patents and Trademarks
Washington, D.C. 20231

Re: Assignment
Conveying party: First Financial Management Corporation
Receiving party: Western Union Holdings, Inc.

Dear Sir:

This letter includes all information as required by Trademark Manual of Examining Procedure § 503.05 (d) for cover sheet requirements under 37 C.F.R. § 3.31 for recordation of trademarks. Please record the enclosed "Assignment" as set forth in paragraph 4:

- 1) Name of conveying party: First Financial Management Corporation, a Georgia corporation.
- 2) Name and address of receiving party: Western Union Holdings, Inc., a Georgia corporation, located and doing business at 6200 South Quebec Street, Englewood, Colorado 80111, U.S.A.
- 3) Nature of Conveyance: Assignment. Deed of Assignment attesting to the nunc pro tunc assignment, as of November 1, 1998, executed on December 14, 1998, is attached.
- 4) Please record the Deed of Assignment, reflecting the assignment from First Financial Management Corporation, against the trademark registrations and pending applications identified in Schedules A and B attached hereto.
- 5) Name and address of party to whom correspondence concerning document should be mailed:

Elisabeth A. Langworthy, Esq.
Sutherland, Asbill & Brennan LLP
1275 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2415

12/30/1998 DMGUYEN 00000250 1118944

01 FC:481
02 FC:482

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Atlanta ■ Austin ■ New York ■ Tallahassee ■ Washington, DC

TRADEMARK
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- 6) Total number of trademark registrations and pending applications against which to record the Assignment: forty-two (42).
- 7) Total fee enclosed: \$1,065.00
- 8) If the enclosed payment is insufficient, please draw the deficiency from our Deposit Account No. 19-5029. A duplicate copy of this letter is enclosed for charging purposes.
- 9) 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.

Respectfully submitted,

SUTHERLAND, ASBILL & BRENNAN LLP

By: Elisabeth A. Langworthy
Elisabeth A. Langworthy

Enclosures

Total number of pages including cover sheet, attachments, and documents: 10 (including duplicate cover sheet and check)

SCHEDULE A

Trademark Name	Registration Number	Registration Date
DATAGRAM	1,118,944	05/22/1979
DESKMAIL	1,850,570	08/23/1994
DINERO EN MINUTOS	1,935,894	11/14/1995
GLOBE & DOLLAR DESIGN	2,047,894	03/25/1997
IT WILL CHANGE THE WAY YOU CALL	1,867,789	12/13/1994
MANAGING THE UNEXPECTED	1,823,229	02/22/1994
MICROPREP	1,734,572	11/24/1992
PHONEPAY	1,835,268	05/10/1994
QUICK COLLECT	1,677,844	03/03/1992
THE EASIEST WAY TO KEEP IN TOUCH	1,874,823	01/17/1995
WESTERN UNION	2,063,145	05/20/1997
WESTERN UNION (and Design)	1,825,436	03/08/1994
WESTERN UNION (and Design)	1,862,016	11/08/1994
WESTERN UNION (and Design)	2,065,001	05/27/1997
WESTERN UNION (Stylized Letters)	1,818,161	01/25/1994
WESTERN UNION (with yellow and black)	2,063,150	05/20/1997
WESTERN UNION (with yellow and black)	2,055,187	04/22/1997
WESTERN UNION DINERO EN MINUTOS (and Design)	1,935,895	11/14/1995
WESTERN UNION FAST LOAN (and Design)	1,981,948	06/25/1996
WESTERN UNION FINANCIAL CENTER (and Design)	1,828,547	03/29/1994
WESTERN UNION GIRO TELEGRAFICO (and Design)	1,785,803	08/03/1993
WESTERN UNION MAILGRAM (and Design)	1,857,933	10/11/1994
WESTERN UNION MONEY TRANSFER (and Design)	1,788,432	08/17/1993
WESTERN UNION MONEY TRANSFER (and Design)	2,073,691	06/24/1997
WESTERN UNION MONEY TRANSFER (with yellow and black design)	2,047,893	03/25/1997
WESTERN UNION MONEY TRANSFER (with yellow and black design)	2,073,690	06/24/1997
WESTERN UNION NOT-FOR PROFIT SERVICES (and design)	1,856,983	10/04/1994
WESTERN UNION PHONE CARD	1,866,559	12/06/1994
WESTERN UNION PHONE CARD (and Design)	1,835,672	05/10/1994
WESTERN UNION PHONE PAY (and Design)	1,899,177	06/13/1995
WESTERN UNION PRIORITY FAX (and Design)	2,152,206	04/21/1998

SCHEDULE A

Trademark Name	Registration Number	Registration Date
WESTERN UNION PRIORITY LETTER (and Design)	1,857,932	10/11/1994
WESTERN UNION PRIORITY SERVICES (and Design)	1,823,230	02/22/1994
WESTERN UNION QUICK COLLECT (and Design)	2,055,188	04/22/1997
WESTERN UNION SOLO MINUTOS (and Design)	1,881,596	02/28/1995
QUICK COLLECT	1,614,230	09/18/1990
WESTERN UNION	1,858,889	10/18/1994
WESTERN UNION	1,901,176	06/20/1995
WESTERN UNION (and Design)	1,901,175	06/20/1995

SCHEDULE B

Trademark Name	Application Number	Application Date
OPINIONGRAM	74/398,330	06/03/1993
WESTERN UNION QUICK CASH (and Design)	75/402,100	12/08/1997
WESTERN UNION WORLD FOOTBALL (and Design)	75/519,699	07/16/1998

NUNC PRO TUNC DEED OF ASSIGNMENT

THIS ASSIGNMENT is made nunc pro tunc as of the 1st day of November, 1998, between First Financial Management Corporation, a corporation organized under the laws of Georgia, with its principal place of business at 5660 New Northside Drive, Suite 1400, Atlanta, Georgia 30328, U.S.A. ("the Assignor"), and Western Union Holdings, Inc., a corporation organized under the laws of Georgia, with its principal place of business at 6200 South Quebec Street, Englewood, Colorado 80111, U.S.A. ("the Assignee").

WHEREAS, the Assignor was the proprietor of the trademarks identified in Schedules A and B attached hereto, and WHEREAS, the Assignee acquired all of Assignor's rights in and to the said trademarks and any registration or pending application for registration thereof, and the goodwill associated with the said trademarks, as of the date first stated above, and wishes to have the assignment thereof memorialized in this document.

NOW, THEREFORE, in and for consideration of the sum of \$1.00, the said Assignor hereby affirms that it sold, assigned and transferred unto the said Assignee all right, title and interest in and to the aforesaid trademarks with the goodwill of the business concerned in the goods and services for which the said marks are registered and all rights which the said Assignor has heretofore enjoyed thereunder, including the right to sue for past infringement, the same to be held and enjoyed by the said Assignee, its successors and assigns.

The Assignor hereby agrees to give, execute and/or deliver any document, notice, agreement or other evidence of assignment as may be necessary, in the reasonable judgement of Assignee, to evidence or effectuate the foregoing.

Signed sealed and delivered before me
this 14th day of December, 1998:

**FIRST FINANCIAL
MANAGEMENT CORPORATION**

By: 

Name: Dallas R. Martin

Title: Assistant Secretary

State of Colorado]
] ss.
County of Arapahoe]

Subscribed and sworn to before me this 14th day of December 1998.




Notary Public

RECORDED: 12/15/1998

TRADEMARK
REEL: 1833 FRAME: 0620