

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACH Commerce		04/29/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	MoneyGram Payment Solutions, Inc.
Street Address:	1550 Utica Avenue South
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55416
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78263975	ACH COMMERCE, LLC
Serial Number:	78526172	ACH ENGINE
Serial Number:	78533951	VERITRAC
Serial Number:	78533942	VERITRAC
Serial Number:	78533867	PAYMENT STATION
Serial Number:	78534005	PAYMENTTRANSPORT
Serial Number:	78533902	MATCHTRAC
Serial Number:	78533990	MACH1

CORRESPONDENCE DATA

Fax Number: (612)632-4297
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: trademark@gpmlaw.com
 Correspondent Name: Gray, Plant, Mooty, Mooty & Bennett, P.A.
 Address Line 1: P.O. Box 2906

CH \$215.00 78263975

Address Line 4: Minneapolis, MINNESOTA 55402-0906

ATTORNEY DOCKET NUMBER:	99782
NAME OF SUBMITTER:	Kimberly A. Nute
Signature:	/kimberly a nute/
Date:	10/11/2005

Total Attachments: 4
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ASSIGNMENT OF TRADEMARKS

This Assignment (the "Assignment"), is made by and between ACH Commerce L.L.C., a Delaware limited liability company, with a place of business at 8920B Transport Lane, Ooltewah, Tennessee 37363 ("Assignor") and MoneyGram Payment Solutions, Inc, a Delaware corporation, with a place of business at 1550 Utica Avenue South, Minneapolis, Minnesota 55416 ("Assignee").

WHEREAS, Assignor owns certain trade names, trademarks, and service marks including, but not limited to, those marks identified on the attached Exhibit A (the "Marks");

WHEREAS, Assignor and Travelers Express Company, Inc., a Minnesota corporation, have entered into a certain Asset Purchase Agreement, dated April 6, 2005, pursuant to which Assignor has agreed to sell, transfer and deliver to Assignee all of its right, title and interest in and to the Marks, together with the goodwill associated therewith;

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Marks. Effective as of April 29, 2005, Assignor hereby sells, assigns, transfers and conveys to Assignee all rights, title and interest in and to the Marks, together with that part of the goodwill of the business associated with the use of and symbolized by the Marks, all common law rights related thereto, all rights of registration, renewal and extension, and all causes of action and rights of recovery for past infringement of the Marks.

2. Cooperation. Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

3. Warranty of Completeness. Assignor hereby warrants and represents that Exhibit A is a complete listing of all of the trademarks or service marks which are owned or controlled by the Assignor anywhere in the world.

4. Warranties of Ownership and Non-Infringement. Assignor hereby warrants and represents that to the best of its knowledge and belief it is the exclusive owner of the Marks and that no other person, firm, corporation, or association has the right to use the Marks in commerce, either in identical form or in such near resemblance thereto as to be likely, when used on or in connection with the goods or services of such other person, to cause confusion with the Marks.

5. Warranty of No Conflict of Rights. Assignor hereby warrants and represents that it has not entered into any assignments, contracts or other understandings with third parties which would conflict with the rights herein granted.

6. Survival. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon Assignor, its successors, assigns and/or other legal representatives.

IN WITNESS WHEREOF, Assignor has executed this Assignment and such Assignment is effective as indicated below.

ACH COMMERCE L.L.C.

By: Deborah C. Hickox

Name: Deborah C. Hickox

Title: President & CEO

Date: 4/29/05

EXHIBIT A

I. Trademark Applications

Mark	Co.	Appl. No. / Appl. Date	Goods and Services	Owner
ACH COMMERCE, LLC <i>ACH COMMERCE, LLC</i>	U.S.	78/263,975 June 18, 2003	CI 36: electronic funds transfer; electronic check re-presentation services, namely, electronic resubmission to financial institution on which check has been drawn for payment of a check which previously has been dishonored due to insufficient funds in payer's account; direct debit accounting services, namely, arranging for automatic payments of customer utility bills by obtaining authorization to debit the customer's account at a financial institution, and supervising such payment arrangements for customers	ACH Commerce LLC
ACH ENGINE ACH Engine	U.S.	78/526,172 Dec. 2, 2004	CI 36: electronic funds transfer	ACH Commerce LLC
VERITRAC VeriTrac	U.S.	78/533,951 Dec. 16, 2004	CI 36: electronic funds transfer process	ACH Commerce LLC
VERITRAC VeriTrac	U.S.	78/533,942 Dec. 16, 2004	CI 36: electronic funds transfer process	ACH Commerce LLC
PAYMENT STATION Payment Station	U.S.	78/533,867 Dec. 16, 2004	CI 36: electronic funds transfer process	ACH Commerce LLC
PAYMENTTRANSPORT PaymentTransport	U.S.	78/534,005 Dec. 16, 2004	CI 36: electronic funds transfer process	ACH Commerce LLC

Mark	Co.	Appl. No. / Appl. Date	Goods and Services	Owner
MATCHTRAC MatchTrac	U.S.	78/533,902 Dec. 16, 2004	CI 36: electronic funds transfer process	ACH Commerce LLC
MACH1 mACH1	U.S.	78/533,990 Dec. 16, 2004	CI 36: electronic funds transfer process	ACH Commerce LLC

II. Common Law/Unregistered Trademarks

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