

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

18103 - 303

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

#### 1. Name of conveying party(ies):

Moneygram International, Inc.

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

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

#### 3. Nature of conveyance / Execution Date(s):

Execution Date(s) January 25, 2008

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

#### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

#### 9. Signature:

*Laura Konrath*  
Signature

Laura Konrath

Name of Person Signing

#### 6. Total number of applications and registrations involved:

43

#### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1090

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

#### 8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

Date 2/4/08

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$1040.00 232428 78263975

Continuation  
Item 4

SCHEDULE 1

TRADEMARKS/TRADEMARKS PENDING:

Trademark	Country	Status	App/Reg Number
1-800-MoneyGram	United States of America	Registered	2145583
ACH Commerce, LLC	United States of America	Pending	78/263975
AgentConnect	United States of America	Registered	2719887
AgentConnect	United States of America	Registered	2717931
AgentConnect	United States of America	Registered	3269281
Delta	United States of America	Registered	1886302
Delta	United States of America	Registered	1827301
Delta Network	United States of America	Registered	2162480
Delta T3	United States of America	Registered	2933965
Deltaworks	United States of America	Registered	2616732
Dollarpay	United States of America	Registered	2673305
ExpressPayment	United States of America	Registered	2904786
Flash Access	United States of America	Registered	2624661
FormFree	United States of America	Pending	78/969,221
FSMC On-Line	United States of America	Registered	2045909
Helping People and Businesses By Delivering Affordable, Reliable and Convenient Financial Services	United States of America	Registered	3148063
MoneyGram	United States of America	Registered	2127954
MoneyGram	United States of America	Pending	77/058,462
MoneyGram	United States of America	Registered	2127954
MoneyGram	United States of America	Pending	77/058462
MoneyGram & Design (White Script/Blue Back)	United States of America	Registered	2484700
Moneygram and Design (Ovoid in Rectangle)	United States of America	Registered	2450906
MoneyGram International	United States of America	Registered	3261937
MoneyGram International & Globe	United States of America	Registered	3261998
MoneySafe. MoneyFast. MoneyGram.	United States of America	Registered	3063763
MoneySaver	United States of America	Registered	2410305
ParkingBridge	United States of America	Pending	77/268813
PayBySuite	United States of America	Registered	3276899
Payment Station	United States of America	Pending	78/533867
Powered By MoneyGram Web Services & Device	United States of America	Pending	78/542638
PrimeLink	United States of America	Registered	2678114
PrimeLink	United States of America	Registered	2707241
PrimeLinkplus and Device	United States of America	Registered	2864883
PrimeLinkplus and Device	United States of America	Registered	2853565
PrimeLinkplus-Styled --without the logo	United States of America	Pending	78/353900
PropertyBridge	United States of America	Pending	77/268807
PropertyBridge with Logo	United States of America	Pending	77/268810
RentPerks	United States of America	Pending	77/268814
Sphere & Design	United States of America	Registered	2360182

39 →

<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>App/Reg Number</b>
The Power Is In Your Hands	United Sates of America	Pending	77/273086
Travelers Express	United States of America	Registered	1138919
Travelers Express & Design	United States of America	Registered	1592313
World Map Design	United States of America	Pending	78/838663

**TRADEMARK LICENSES:**

-None

43

CHI:2036803.2

### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 25, 2008, is between MONEYGRAM INTERNATIONAL, INC., a Delaware corporation ("Grantor"), and JPMORGAN CHASE BANK, N.A., as Collateral Agent for the benefit of the Secured Parties (the "Collateral Agent").

#### WITNESSETH:

WHEREAS, Grantor has entered into a Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with the Collateral Agent, for the benefit of the Secured Parties, pursuant to which Grantor has granted to the Collateral Agent a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Obligations;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill

associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 duly executed by its duly authorized officer thereunto as of this 25 day of January, 2008.

MONEYGRAM INTERNATIONAL, INC.

By: Teresa Johnson  
Name: Teresa Johnson  
Title: Executive Vice President

Acknowledged:

JPMORGAN CHASE BANK, N.A., as Collateral Agent for the benefit of the Secured Parties

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of NY )  
County of NY ) ss.

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of MoneyGram International, Inc., who being by me duly sworn, did depose and say that he/she is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

Denise E. McHugh  
Notary Public

DENISE E. McHUGH  
Notary Public, State of New York  
No. 01MC7843700  
Qualified in Putnam County  
Commission Expires October 31, 2010

*Signature Page to Trademark Security Agreement*



SCHEDULE 1TRADEMARKS/TRADEMARKS PENDING:

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MoneySafe. MoneyFast. MoneyGram.	United States of America	Registered	3063763
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PayBySuite	United States of America	Registered	3276899
Payment Station	United States of America	Pending	78/533867
Powered By MoneyGram Web Services & Device	United States of America	Pending	78/542638
PrimeLink	United States of America	Registered	2678114
PrimeLink	United States of America	Registered	2707241
PrimeLinkplus and Device	United States of America	Registered	2864883
PrimeLinkplus and Device	United States of America	Registered	2853565
PrimeLinkplus-Stylized --without the logo	United States of America	Pending	78/353900
PropertyBridge	United States of America	Pending	77/268807
PropertyBridge with Logo	United States of America	Pending	77/268810
RentPerks	United States of America	Pending	77/268814
Sphere & Design	United States of America	Registered	2360182



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Travelers Express & Design	United States of America	Registered	1592313
World Map Design	United States of America	Pending	78/838663

**TRADEMARK LICENSES:**

-None

CHI:2036803.2

**WINSTON & STRAWN LLP**

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(312) 558-6352

January 29, 2008

**VIA TELECOPIER**

U.S. Patent & Trademark Office  
Assignment Division  
Box Assignments  
1213 Jefferson Davis Hwy.  
Suite 320  
Washington, DC 20231

**Re: Client #18103/303 - JPMorgan/MoneyGram**

Dear Commissioner:

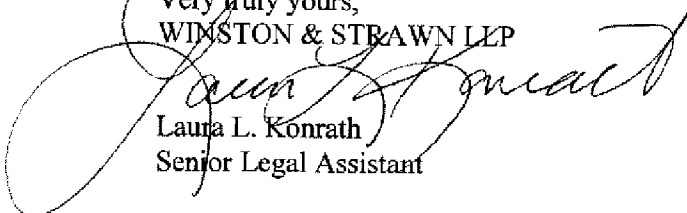
Enclosed is a Trademark Security Agreement. Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office.

Please deduct \$1,090 from Deposit Account #232428. When the filing process is completed, please send the file-stamped document to:

Fax to Laura Konrath c/o Winston & Strawn (312) 558-5700 or send via email to [lkonrath@winston.com](mailto:lkonrath@winston.com)

Should you require any additional information, please do not hesitate to call. Thank you for your attention to this matter.

Very truly yours,  
WINSTON & STRAWN LLP

  
Laura L. Konrath  
Senior Legal Assistant

LLK:cl  
Enclosures

**TRADEMARK**  
**REEL: 003712 FRAME: 0515**

# WINSTON & STRAWN LLP

**Facsimile**

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 202-371-5700

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 LOS ANGELES, CA 90071-1543  
 213-615-1700

 101 CALIFORNIA STREET  
 SAN FRANCISCO, CA 94111-5894  
 415-591-1000

 43 RUE DU RHONE  
 1204 GENEVE, SWITZERLAND  
 41-22-317-78-78

 21 AVENUE VICTOR HUGO  
 75116 PARIS, FRANCE  
 33-1-53-04-88-82

 BUCKLEBURY HOUSE  
 3 QUEEN VICTORIA STREET  
 LONDON, ENGLAND EC4N 8NH  
 44-20-7420-6600

**Fax Number: 312-558-5700**
**FROM:** Laura Konrath  
 312-558-6352

**CHARGEBACK:**

11028

18103/303

**DATE:**

2/4/08

**Please Deliver as Soon as Possible To:**

	RECIPIENT	COMPANY	FAX NO.	PHONE NO.
1.	MAIL STOP ASSIGNMENT RECORDATION SERVICE	USPTO	(571) 273-0140	

Total number of pages including this page:

11 pages

**COMMENTS**
**CONFIRMATION OF RECEIPT REQUESTED**

Enclosed: -Facsimile Cover Sheet  
 -Cover Letter  
 -Recordation Cover Sheet  
 -Schedule of U.S. Trademarks  
 -Trademark Security Agreement

**IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL AS SOON AS POSSIBLE. THANK YOU.  
 312-558-6352**

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Operator Initials: \_\_\_\_\_

Confirmation: Yes \_\_\_\_\_ Name: \_\_\_\_\_ No: \_\_\_\_\_