

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Name of Assignee, MoneyGram Payment Solutions, Inc. previously recorded on Reel 003172 Frame 0646. Assignor(s) hereby confirms the correct name of the Assignee is MoneyGram International, Inc..

**CONVEYING PARTY DATA**

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

**RECEIVING PARTY DATA**

<b>Name:</b>	MoneyGram International, Inc.
<b>Street Address:</b>	1555 Utica Avenue South
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55416
<b>Entity Type:</b>	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: (312)427-6663  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$215.00 78263975

Phone: 312-427-1300  
Email: CHIUSTM@LADAS.NET  
Correspondent Name: Ladas & Parry LLP  
Address Line 1: 224 S. Michigan Ave, Suite 1600  
Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER:	Frederick W. Meyers
Signature:	/FREDERICK.W.MEYERS/
Date:	09/23/2008

**Total Attachments: 12**

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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
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Serial Number:	78533867	PAYMENT STATION
Serial Number:	78534005	PAYMENTTRANSPORT
Serial Number:	78533902	MATCHTRAC
Serial Number:	78533990	MACH1

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

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900033739

TRADEMARK  
REEL: 003489597 0644  
REEL: 003857 FRAME: 0512

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 8, 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. Hickok

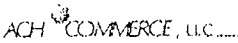
Name: Deborah C. Hickok

Title: President & CEO

Date: 4/29/05

## EXHIBIT A

### I. Trademark Applications

Mark	Co.	Appl. No. / Appl. Date	Goods and Services	Owner
<b>ACH COMMERCE, LLC</b> 	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
<b>ACH ENGINE</b>  ACH Engine	U.S.	78/526,172 Dec. 2, 2004	CI 36: electronic funds transfer	ACH Commerce LLC
<b>VERITRAC</b>  VeriTrac	U.S.	78/533,951 Dec. 16, 2004	CI 36: electronic funds transfer process	ACH Commerce LLC
<b>VERITRAC</b>  VeriTrac	U.S.	78/533,942 Dec. 16, 2004	CI 36: electronic funds transfer process	ACH Commerce LLC
<b>PAYMENT STATION</b>  Payment Station	U.S.	78/533,867 Dec. 16, 2004	CI 36: electronic funds transfer process	ACH Commerce LLC
<b>PAYMENTTRANSPORT</b>  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
<b>MATCHTRAC</b>  MatchTrac	U.S.	78/533,902 Dec. 16, 2004	CI 36: electronic funds transfer process	ACH Commerce LLC
<b>MACH1</b>  mACH1	U.S.	78/533,990 Dec. 16, 2004	CI 36: electronic funds transfer process	ACH Commerce LLC

II. Common Law/Unregistered Trademarks

ARC21  
BULLETSKAN  
PAYMENTTRANSIT  
PSR  
ACHCOMMERCE.COM



CORRECTION OF ASSIGNEE NAME  
TO MONEYGRAM INTERNATIONAL, INC.

AFFIDAVIT REQUESTING CORRECTION OF ASSIGNEE NAME

I, Carolyn J. Anderson, VP and Assoc. General <sup>counsel</sup>, hereby request that the  
(Name) (Title)

following correction be entered with the United States Patent and Trademark Office (USPTO) with regard to the Assignment recorded on October 11, 2005 at Reel 3172, Frame 0644 between ACH Commerce and Moneygram Payment Solutions, Inc., for the following U.S. Applications/ Registrations:

Serial/Registration No.	Mark
78/533,867	PAYMENT STATION
78/263,975	ACH COMMERCE, LLC
3,353,319	MATCHTRAC
78/526,172	ACH ENGINE
78/533,951	VERITRAC
78/533,951	VERITRAC
78/533,990	MACH1
78/534,005	PAYMENTTRANSPORT

I hereby certify that the name of the listed Assignee, Moneygram Payment Solutions, Inc., was listed incorrectly at the time of said assignment;

I further certify that the listed entity, Moneygram Payment Solutions, Inc., does not exist to the best of my knowledge;

I hereby certify that the correct Assignee name for the Assignment recorded on October 11, 2005 at Reel 3172, Frame 0644 should have read and should be corrected to read as follows:

**MoneyGram International, Inc.**

A corporation organized under laws of the State of Delaware

With its principal place of business at:

**1555 Utica Avenue South  
Minneapolis, Minnesota 55416**

As such, we request that this change be entered into USPTO records against all marks included in the original assignment as listed in the above table; and finally,

I hereby certify that I am person with knowledge of the abovementioned error and have the authority to request said change with the United States Patent and Trademark Office on behalf of the Assignee.

  
\_\_\_\_\_  
(Signature)

*VP and Associate General Counsel*  
\_\_\_\_\_  
(Title)

*March 6, 2008*  
\_\_\_\_\_  
(Date)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

REVOCATION AND APPOINTMENT OF NEW ATTORNEY

Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, VA 22313-1451

Registrant hereby revokes all powers of attorney heretofore granted in connection with the application(s)/registration(s) identified on the attached Schedule and appoints Frederick W. Meyers and John E. McKie (attorneys), members of the bar of the State of Illinois whose address is Ladas & Parry LLP, 224 South Michigan Avenue, Suite 1600, Chicago, Illinois, 60604, as its attorneys in connection with the applications/registrations, with full power of substitution and revocation, and to transact all business in the United States Patent and Trademark Office in connection therewith.

Please direct all future correspondence to:

Frederick W. Meyers  
Ladas & Parry LLP  
224 S. Michigan Ave, Suite 1600  
Chicago, Illinois 60604  
312-427-1300  
312-427-6663/6668

DATED: This 26<sup>th</sup> day of June 2008.

MoneyGram International, Inc.

By: Carolyn J. Anderson

Name: Carolyn J. Anderson

Title: Vice President + Associate General Counsel

SCHEDULE

I. Trademark Applications

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

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