

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MONEYGRAM PAYMENT SYSTEMS, INC.		05/18/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of American, N.A., as Collateral Agent
<b>Street Address:</b>	101 North Tryon Street, 15th Floor
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255
<b>Entity Type:</b>	Bank: UNITED STATES

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Serial Number:	76264109	AGENTCONNECT
Serial Number:	75763485	WORLDWIRE
Serial Number:	75398885	DINERO EFECTIVO
Serial Number:	75347609	FAST CASH
Serial Number:	78214885	EMONEYGRAM
Registration Number:	2904786	EXPRESSPAYMENT
Registration Number:	2450906	MONEYGRAM
Registration Number:	2719887	AGENTCONNECT
Registration Number:	2717931	AGENTCONNECT
Registration Number:	2360182	
Registration Number:	2255399	MONEY WELL SENT - WORLDWIDE
Registration Number:	2484700	MONEYGRAM
Registration Number:	2410305	MONEYSAVER

OP \$340.00 76264109

**CORRESPONDENCE DATA**

Fax Number: (800)494-7512  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-370-4761  
Email: ecallahan@nationalcorp.com  
Correspondent Name: Elspeth Callahan  
Address Line 1: 1100 G St NW Suite 420  
Address Line 2: National Corporate Research  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F133715
NAME OF SUBMITTER:	Courtney J. Mitchell
Signature:	/Courtney J. Mitchell/
Date:	05/19/2011

Total Attachments: 6  
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 18, 2011 is entered into between MONEYGRAM PAYMENT SYSTEMS, INC., a Delaware corporation ("Grantor"), and BANK OF AMERICA, N.A., as Collateral Agent for the benefit of the Secured Parties (the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith by and among MoneyGram International, Inc. ("Holdco"), the Borrower, the Administrative Agent and the financial institutions so designated on the Commitment Schedule thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Grantor has entered into that certain Security Agreement of even date herewith (as amended, restated, amended and 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, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the Secured Obligations;

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

WHEREAS, Grantor owns the registered and pending Trademarks 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 registered and pending 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; and
- (2) all 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 registered and pending Trademark referred to in Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark.

The security interests are granted in furtherance, and not in limitation, of 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

The Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in the foregoing paragraph. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

[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 the date first written above.

MONEYGRAM PAYMENT SYSTEMS,  
INC.

By: 

Name: James E. Shields

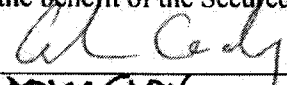
Title: Executive Vice President and  
Chief Financial Officer

*[Signature Page to MPSI Trademark Security Agreement]*

**TRADEMARK  
REEL: 004544 FRAME: 0494**

Acknowledged:

BANK OF AMERICA, N.A., as Collateral  
Agent for the benefit of the Secured Parties

By:   
Name: PDM CADY  
Title: MANAGING DIRECTOR

*[Signature Page to MPSI Trademark Security Agreement]*

(NY) 02826/174/SA/Trademark\_Security\_Agt.doc

**TRADEMARK**  
**REEL: 004544 FRAME: 0495**

**SCHEDULE 1**

**TRADEMARKS/TRADEMARKS PENDING:**

<b>Trademark</b>	<b>Owner</b>	<b>Country</b>	<b>Status</b>	<b>App/Reg Number</b>	<b>App/Reg. Date</b>
AGENTCONNECT	MONEYGRAM PAYMENT SYSTEMS, INC.	U.S. Fed.	Abandoned	76264109	May 30, 2001
WORLDWIRE	MONEYGRAM PAYMENT SYSTEMS, INC.	U.S. Fed.	Abandoned	75763485	July 29, 1999
DINERO EFFECTIVE	MONEYGRAM PAYMENT SYSTEMS, INC.	U.S. Fed.	Abandoned	75398885	December 2, 1997
FAST CASH	MONEYGRAM PAYMENT SYSTEMS, INC.	U.S. Fed.	Abandoned	75347609	August 26, 1997
EMONEYGRAM	MONEYGRAM PAYMENT SYSTEMS, INC.	U.S. Fed.	Abandoned	78214885	February 14, 2003
ACH COMMERCE	MONEYGRAM PAYMENT SYSTEMS, INC.	U.S. State-Wisconsin	Registered	N/A	4/27/2005
TRAVELERS EXPRESS COMPANY	MONEYGRAM PAYMENT SYSTEMS, INC.	U.S. State-Wisconsin	Registered	N/A	1/11/2006
EXPRESSPAYMENT	MONEYGRAM PAYMENT SYSTEMS, INC.	U.S. Fed.	Registered	2904786	11/23/2004
MONEYGRAM & DESIGN	MONEYGRAM PAYMENT SYSTEMS, INC.	U.S. Fed.	Registered	2450906	5/15/2001
AGENTCONNECT	MONEYGRAM PAYMENT SYSTEMS, INC.	U.S. Fed.	Registered	2719887	05/27/2003
AGENTCONNECT	MONEYGRAM PAYMENT SYSTEMS, INC.	U.S. Fed.	Registered	2717931	05/20/2003
DESIGN ONLY	MONEYGRAM PAYMENT SYSTEMS, INC.	U.S. Fed.	Registered	2360182	06/20/2000
MONEY WELL SENT – WORLDWIDE	MONEYGRAM PAYMENT SYSTEMS, INC.	U.S. Fed.	Registered	2255399	06/22/1999
MONEYGRAM	MONEYGRAM PAYMENT SYSTEMS, INC.	U.S. Fed.	Registered	2484700	09/04/2001
MONEYSAVER	MONEYGRAM PAYMENT SYSTEMS, INC.	U.S. Fed.	Registered	2410305	12/05/2000

<b>Trademark</b>	<b>Owner</b>	<b>Country</b>	<b>Status</b>	<b>App/Reg Number</b>	<b>App/Reg. Date</b>
MONEYGRAM	MoneyGram Payment Systems, Inc.	Hawaii	Registered	4082432	3/29/2010

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**RECORDED: 05/19/2011**

**TRADEMARK  
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