

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MoneyGram International, Inc.		03/28/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A. as Collateral Agent		
Street Address:	101 N. Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	3903072	ACH COMMERCE, LLC	
Registration Number:	3269281	AGENTCONNECT	
Registration Number:	2719887	AGENTCONNECT	
Registration Number:	2717931	AGENTCONNECT	
Registration Number:	4192356	CHOICE IS IN YOUR HANDS	
Registration Number:	1827301	DELTA	
Registration Number:	1886302	DELTA	
Registration Number:	2162480	DELTA NETWORK	
Registration Number:	2933965	DELTA T3	
Registration Number:	2616732	DELTAWORKS	
Registration Number:	2904786	EXPRESSPAYMENT	
Registration Number:	1964531	FLASH PAY	
Registration Number:	3352492	FORMFREE	
Registration Number:	2360182		
TRADEMARK			

Registration Number:	3353319	MATCHTRAC
Registration Number:	2255399	MONEY WELL SENT - WORLDWIDE
Registration Number:	2127954	MONEYGRAM
Registration Number:	3367799	MONEYGRAM
Registration Number:	3261937	MONEYGRAM INTERNATIONAL
Registration Number:	3261998	MONEYGRAM INTERNATIONAL
Registration Number:	3517922	MONEYGRAM REWARDS
Registration Number:	4168921	MONEYGRAM XPRESS
Registration Number:	3276899	PAYBYSUITE
Registration Number:	3506418	PAYMENT STATION
Registration Number:	2678114	PRIMELINK
Registration Number:	2707241	PRIMELINK
Registration Number:	3541717	PRIMELINKPLUS
Registration Number:	3562059	THE POWER IS IN YOUR HANDS
Registration Number:	3716068	THE POWER TO CHANGE THE WAY YOU SEND MONEY
Serial Number:	85443470	AGENTWORKS

#### CORRESPONDENCE DATA

Fax Number: 8004947512

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2023704761

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1100 G Street N.W. Suite 420

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F144095
NAME OF SUBMITTER:	Karen S. Cottrell
Signature:	/Karen S. Cottrell/
Date:	03/28/2013

Total Attachments: 6

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**TRADEMARK**

**REEL: 004994 FRAME: 0091**

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), initially dated as of May 18, 2011 and amended and restated as of March 28, 2013 is entered into between MONEYGRAM INTERNATIONAL, 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 Amended and Restated Credit Agreement initially dated as of May 18, 2011 and amended and restated as of the date herewith by and among MoneyGram International, Inc. (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 Amended and Restated Security Agreement initially dated as of May 18, 2011 and amended and restated as of the 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.

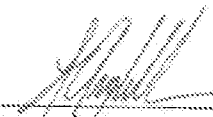
The Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from 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 Agreement to be duly executed by its duly authorized officer thereunto as of the date first written above.

MONEYGRAM INTERNATIONAL, INC.

By:   
Name: Lawrence Angelilli  
Title: Senior Vice President and Treasurer

Acknowledged:

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

By:   
Name: \_\_\_\_\_  
Title: **MICHAEL S. JOHNSON**  
**DIRECTOR**

[Signature Page to Amended and Restated Trademark Security Agreement (MGI)]

**TRADEMARK**  
**REEL: 004994 FRAME: 0095**

## **SCHEDULE 1**

### **TRADEMARKS/TRADEMARKS PENDING:**

<b>MARK</b>	<b>COUNTRY</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>STATUS</b>	<b>OWNER</b>
ACH COMMERCE and Design	USA	3903072	01/11/11	Registered	MoneyGram International, Inc.
AGENTCONNECT	USA	3269281	07/24/07	Registered	MoneyGram International, Inc.
AGENTCONNECT	USA	2719887	05/27/03	Registered	MoneyGram International, Inc.
AGENTCONNECT	USA	2717931	05/20/03	Registered	MoneyGram International, Inc.
CHOICE IS IN YOUR HANDS	USA	4192356	08/21/12	Registered	MoneyGram International, Inc.
DELTA	USA	1827301	03/22/94	Registered	MoneyGram International, Inc.
DELTA	USA	1886302	03/28/95	Registered	MoneyGram International, Inc.
DELTA NETWORK	USA	2162480	06/02/98	Registered	MoneyGram International, Inc.
DELTA T3	USA	2933965	03/15/05	Registered	MoneyGram International, Inc.
DELTAWORKS	USA	2616732	09/10/02	Registered	MoneyGram International, Inc.
EXPRESSPAYMENT	USA	2904786	11/23/04	Registered	MoneyGram International, Inc.
FLASH PAY	USA	1964531	03/26/96	Registered	MoneyGram International, Inc.
FORMFREE	USA	3352492	12/11/07	Registered	MoneyGram International, Inc.
Globe Arrow Design	USA	2360182	06/20/00	Registered	MoneyGram International, Inc.
MATCHTRAC	USA	3353319	12/11/07	Registered	MoneyGram International, Inc.
MONEY WELL SENT - WORLDWIDE	USA	2255399	06/22/99	Registered	MoneyGram International, Inc.
MONEYGRAM	USA	2127954	01/13/98	Registered	MoneyGram International, Inc.
MONEYGRAM	USA	3367799	01/15/08	Registered	MoneyGram International, Inc.
MONEYGRAM INTERNATIONAL	USA	3261937	07/10/07	Registered	MoneyGram International, Inc.
MONEYGRAM INTERNATIONAL & Globe Arrow Design	USA	3261998	07/10/07	Registered	MoneyGram International, Inc.
MONEYGRAM REWARDS	USA	3517922	10/14/08	Registered	MoneyGram International, Inc.
MONEYGRAM XPRESS	USA	4168921	07/03/12	Registered	MoneyGram International, Inc.
PAYBYSUITE	USA	3276899	08/07/07	Registered	MoneyGram International, Inc.
PAYMENT STATION	USA	3506418	09/23/08	Registered	MoneyGram International, Inc.
PRIMELINK	USA	2678114	01/21/03	Registered	MoneyGram International, Inc.
PRIMELINK	USA	2707241	04/15/03	Registered	MoneyGram International, Inc.
PRIMELINKPLUS STYLIZED	USA	3541717	12/02/08	Registered	MoneyGram International, Inc.

<b>MARK</b>	<b>COUNTRY</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>STATUS</b>	<b>OWNER</b>
THE POWER IS IN YOUR HANDS	USA	3562059	01/13/09	Registered	MoneyGram International, Inc.
THE POWER TO CHANGE THE WAY YOU SEND MONEY	USA	3716068	11/24/09	Registered	MoneyGram International, Inc.
AGENTWORKS	USA	85/443,470	10/10/11	Pending	MoneyGram International, Inc.