

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Bank of America, N.A., as Collateral Agent		04/01/2013
			Entity Type
			National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	MoneyGram International, Inc.		
Street Address:	2828 N. Harwood Street, 15th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1964531	FLASH PAY
CORRESPONDENCE DATA			
Fax Number:	2149997919		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-220-7919		
Email:	jucooper@velaw.com		
Correspondent Name:	Julie H. Cooper		
Address Line 1:	2001 Ross Avenue, Suite 3700		
Address Line 2:	c/o Vinson & Elkins LLP		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Julie H Cooper		
Signature:	/julie h cooper/		
Date:	04/03/2013		
Total Attachments: 3 source=Trademark Partial Release Filing#page2.tif source=Trademark Partial Release Filing#page3.tif source=Trademark Partial Release Filing#page4.tif			

OP \$40.00 1964531

PARTIAL RELEASE

This Partial Release (this "Release") is made and entered into as of April 1, 2013, by Bank of America, N.A., as Collateral Agent for the benefit of the Secured Parties (the "Collateral Agent").

WHEREAS, pursuant to that certain Amended and Restated Trademark Security Agreement dated as of March 28, 2013, (the "Trademark Security Agreement"), MoneyGram International, Inc., a Delaware corporation ("MoneyGram"), granted to Collateral Agent for the benefit of the Secured Parties a security interest in all of MoneyGram's right, title and interest in and to certain trademarks, including, without limitation, the trademark listed on Schedule A hereto (the "Release Trademark"); and

WHEREAS, in connection with a disposition (the "Disposition") permitted under Section 6.16 of that certain Amended and Restated Credit Agreement dated as of March 28, 2013 among MoneyGram, Bank of America, N.A., as administrative agent, and the lenders party thereto, MoneyGram has requested that the Collateral Agent terminate and release the security interests created by (a) the Trademark Security Agreement and (b) the Amended and Restated Security Agreement dated as of March 28, 2013 among MoneyGram, the other grantors party thereto and the Collateral Agent in the Release Trademark, but not the security interests in the proceeds the result of the Disposition.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Collateral Agent hereby agrees as follows:

1. Release. The Collateral Agent hereby terminates and releases all mortgages, liens, and security interest granted to the Collateral Agent for the benefit of the Secured Parties in the Release Trademark, together with all goodwill associated therewith and symbolized thereby, and all products and proceeds of the foregoing (but excluding the proceeds the result of the Disposition), including, without limitation, any claim by the Collateral Agent against third parties for past, present or future infringement or dilution of the Release Trademark or past, present or future injury to the goodwill associated with the Release Trademark.

2. Future Assurances. The Collateral Agent hereby authorizes the recordation of this Release with the United States Patent and Trademark Office and any other applicable state or national trademark office necessary to effect the terms of this Release and grants the attorney of record the power to insert on this Release any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or the rules of other applicable state or national trademark offices, for recordation of this Release.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative.

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

By: 

Name:

Justin Neubauer

Title:

Director

[Signature Page to Partial Release]

TRADEMARK
REEL: 004997 FRAME: 0020

Schedule A

Release Trademark

Trademark	Owner	Country	Status	App/Reg. Number	App/Reg. Date
FLASH PAY	MoneyGram International, Inc.	U.S. Fed	Registered	1,964,531	03/26/1996