

TRADEMARK ASSIGNMENT

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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
MoneyGram International, Inc.		04/01/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NetSpend Holdings, Inc.		
Street Address:	701 Brazos Street		
Internal Address:	Suite 1300		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1964531	FLASH PAY	
CORRESPONDENCE DATA			
Fax Number:	2146614926		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2149536926		
Email:	daltmdept@bakerbotts.com		
Correspondent Name:	Elizabeth K. Stanley		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	074259.0TBD		
NAME OF SUBMITTER:	Jill M. Errera		
Signature:	/Jill M. Errera/		

CH \$40.00 1964531

Date:

05/13/2013

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of April 1, 2013, by and between MoneyGram International, Inc., a Delaware corporation, having offices at 2828 North Harwood, 15th Floor, Dallas, Texas 75201 ("Assignor") in favor of Netspend Holdings, Inc., a Delaware corporation, having offices at 701 Brazos Street, Suite 1300, Austin, Texas 78701-2582 ("Assignee").

WHEREAS, Assignor has adopted and is the owner of the trademark set forth in Schedule A attached hereto and incorporated herein by reference (the "Mark"); and

WHEREAS, Assignee is desirous of acquiring all common law and all other rights to the Mark.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby convey, assign, transfer, deliver, set over and quitclaim unto Assignee any and all right, title and interest in and to the Mark set forth on Schedule A hereto, together with (i) any and all goodwill associated therewith; and (ii) any and all trademark applications, renewals or registrations which have or may be issued or granted therefor.

Assignor hereby irrevocably appoints Assignee, its successors and assigns, the true and lawful attorneys of Assignor, to execute such further documents and instruments and to do such other acts and things as may be necessary or appropriate to effectuate the intentions hereof.

ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION AS TO TITLE OF SAID MARK. ASSIGNOR IS TRANSFERRING THE MARK ON AN "AS IS" BASIS AND DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO SUCH MARK.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

MONEYGRAM INTERNATIONAL, INC.

By: 
Name: W. Alexander Jones
Title: VP/COO

Schedule A

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