

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529557

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MONEYGRAM INTERNATIONAL, INC.		06/26/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT		
Street Address:	900 W TRADE STREET		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3269281	AGENTCONNECT	
Registration Number:	2719887	AGENTCONNECT	
Registration Number:	2717931	AGENTCONNECT	
Registration Number:	4365356	AGENTWORKS	
Registration Number:	1827301	DELTA	
Registration Number:	2162480	DELTA NETWORK	
Registration Number:	2933965	DELTA T3	
Registration Number:	2616732	DELTAWORKS	
Registration Number:	2904786	EXPRESSPAYMENT	
Registration Number:	3352492	FORMFREE	
Registration Number:	2360182		
Registration Number:	2127954	MONEYGRAM	
Registration Number:	3367799	MONEYGRAM	
Registration Number:	2678114	PRIMELINK	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			

OP \$365.00 3269281

Phone: 202.370.4750
Email: ipteam@coagencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 110596

NAME OF SUBMITTER: Christian Craft

SIGNATURE: /Christian Craft/

DATE SIGNED: 06/27/2019

Total Attachments: 9

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 26, 2019 is entered into between MONEYGRAM INTERNATIONAL, INC., a Delaware corporation (the "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 Second Lien Credit Agreement dated as of June 26, 2019 with MoneyGram Payment Systems Worldwide, Inc., a Delaware corporation ("MPSW"), MoneyGram Payment Systems, Inc., a Delaware corporation ("Payment Systems"), MoneyGram International Payment Systems, Inc., a Delaware corporation ("MIPS"), Bank of America, N.A., as administrative agent, the Collateral Agent and the Lenders from time to time party 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 Second Lien Security Agreement dated as of June 26, 2019 (as amended, restated, amended and restated, modified or supplemented from time to time, the "Security Agreement") with MPSW, Payment Systems, MIPS and 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.

The Grantor authorizes and requests that Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Agreement.

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 exclusive 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.

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy (or other electronic means) shall be effective as delivery of a manually executed counterpart of this Agreement.

[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: 

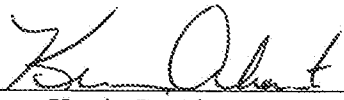
Name: John L. McWilliams, IV

Title: Senior Vice President and Corporate
Treasurer

[Signature Page to Second Lien Trademark Security Agreement (MGI)]

Acknowledged:

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

By: 
Name: Kevin L. Ahart
Title: Vice President

SCHEDULE 1

U.S. Trademark Registrations:

MARK	COUNTRY	REG. NO.	REG. DATE	STATUS	OWNER
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.
AGENTWORKS	USA	4,365,356	07/09/13	Registered	MoneyGram International, Inc.
DELTA	USA	1827301	03/22/94	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.
FORMFREE	USA	3352492	12/11/07	Registered	MoneyGram International, Inc.
Globe Double Arrow Design	USA	2360182	06/20/00	Registered	MoneyGram International, Inc.
MONEYGRAM	USA	2127954	01/13/98	Registered	MoneyGram International, Inc.
MONEYGRAM	USA	3367799	01/15/08	Registered	MoneyGram International, Inc.
PRIMELINK	USA	2678114	01/21/03	Registered	MoneyGram International, Inc.

U.S. Trademark Pending Applications:

MARK	COUNTRY	APP. NO.	DATE FILED	STATUS	OWNER
None.					

Non-U.S. Trademark Registrations:

MARK	COUNTRY	REG. NO.	REG. DATE	STATUS	OWNER
3D Globe Design (Black and White)	Kuwait	113984	11/17/13	Registered	MoneyGram International, Inc.
3D Globe Design	Nepal	39465	09/28/15	Registered	MoneyGram International, Inc.
MONEYGRAM	Afghanistan	9841	11/21/09	Registered	MoneyGram International, Inc.
MONEYGRAM	African Intellectual Property Organization (OAPI)	55140	03/30/07	Registered	MoneyGram International, Inc.
MONEYGRAM	Albania	10875	10/26/06	Registered	MoneyGram International, Inc.

MARK	COUNTRY	REG. NO.	REG. DATE	STATUS	OWNER
MONEYGRAM	Algeria	81580	3/17/09	Registered	MoneyGram International, Inc.
MONEYGRAM	Antigua & Barbuda	7514	12/19/08	Registered	MoneyGram International, Inc.
MONEYGRAM	Aruba	27707	01/15/09	Registered	MoneyGram International, Inc.
MONEYGRAM	Bhutan	997814	03/12/09	Registered	MoneyGram International, Inc.
MONEYGRAM	Botswana	BW/M/06/00479	07/31/06	Registered	MoneyGram International, Inc.
MONEYGRAM	Brunei Darussalam	37904	05/24/06	Registered	MoneyGram International, Inc.
MONEYGRAM	Burundi	5223/BUR	03/20/09	Registered	MoneyGram International, Inc.
MONEYGRAM	Cabo Verde	0000667/2009M E/MS	08/08/13	Registered	MoneyGram International, Inc.
MONEYGRAM	Caribbean Netherlands (Bonaire, St. Eustatius, Saba-BES Islands)	11631	09/27/05	Registered	MoneyGram International, Inc.
MONEYGRAM	Cayman Islands	CTM4724373	5/8/12	Registered	MoneyGram International, Inc.
MONEYGRAM	China	4509988	02/07/08	Registered	MoneyGram International, Inc.
MONEYGRAM in Chinese characters	China	16502916	05/28/16	Registered	MoneyGram International, Inc.
MONEYGRAM	China	4509987	06/28/08	Registered	MoneyGram International, Inc.
MONEYGRAM	China	4509986	08/28/08	Registered	MoneyGram International, Inc.
MONEYGRAM	Croatia	IR 997814	03/12/09	Registered	MoneyGram International, Inc.
MONEYGRAM	Cuba	IR 1159409	02/25/15	Registered	MoneyGram International, Inc.
MONEYGRAM	Djibouti	80/09/RADM	05/05/09	Registered	MoneyGram International, Inc.
MONEYGRAM	Dominica	70/2009	06/17/09	Registered	MoneyGram International, Inc.
MONEYGRAM	Ethiopia	5318	09/30/06	Registered	MoneyGram International, Inc.
MONEYGRAM	Fiji	666/2006	08/21/06	Registered	MoneyGram International, Inc.
MONEYGRAM	Fmr. Yug. Rep. of Macedonia	13860	05/16/06	Registered	MoneyGram International, Inc.
MONEYGRAM	Gambia	151/3/2009	03/17/09	Registered	MoneyGram International, Inc.
MONEYGRAM	Gaza Strip	13280	11/14/10	Registered	MoneyGram International, Inc.
MONEYGRAM	Georgia	M17567	06/11/07	Registered	MoneyGram International, Inc.

MARK	COUNTRY	REG. NO.	REG. DATE	STATUS	OWNER
MONEYGRAM	International Bureau (WIPO)	IR997814	03/12/09	Registered	MoneyGram International, Inc.
MONEYGRAM	International Bureau (WIPO)	IR 1159409	02/11/13	Registered	MoneyGram International, Inc.
MONEYGRAM	Iraq	53976	06/02/14	Registered	MoneyGram International, Inc.
MONEYGRAM	Kazakhstan	24573	04/11/08	Registered	MoneyGram International, Inc.
MONEYGRAM	Kosovo	11609	09/09/13	Registered	MoneyGram International, Inc.
MONEYGRAM	Kuwait	66686	08/27/06	Registered	MoneyGram International, Inc.
MONEYGRAM	Kyrgyzstan	997814	03/12/09	Registered	MoneyGram International, Inc.
MONEYGRAM	Lesotho	LS/M/06/00280	07/27/06	Registered	MoneyGram International, Inc.
MONEYGRAM	Liberia	LR/M/2009/00015	03/25/09	Registered	MoneyGram International, Inc.
MONEYGRAM	Liechtenstein	IR 1159409	02/11/13	Registered	MoneyGram International, Inc.
MONEYGRAM	Macau	N/023667	12/07/06	Registered	MoneyGram International, Inc.
MONEYGRAM	Madagascar	IR997814	03/12/09	Registered	MoneyGram International, Inc.
MONEYGRAM	Malawi	MW/TM/2006/004 43	07/21/06	Registered	MoneyGram International, Inc.
MONEYGRAM	Malawi	MW/TM/2006/004 42	07/21/06	Registered	MoneyGram International, Inc.
MONEYGRAM	Maldives	Accepted	4/30/09	Registered	MoneyGram International, Inc.
MONEYGRAM	Mauritius	08060/2009	03/25/09	Registered	MoneyGram
MONEYGRAM	Mongolia	5978	06/20/06	Registered	MoneyGram International, Inc.
MONEYGRAM	Montenegro	997814	03/12/09	Registered	MoneyGram International, Inc.
MONEYGRAM	Mozambique	IR 997814	09/18/12	Registered	MoneyGram International, Inc.
MONEYGRAM	Namibia	2006/1315	07/27/06	Published	MoneyGram International, Inc.
MONEYGRAM	Nepal	28312	11/20/09	Registered	MoneyGram International, Inc.
MONEYGRAM	Netherlands Antilles (includes Sint Maarten and Curacao)	11631	09/27/05	Registered	MoneyGram International, Inc.
MONEYGRAM	Oman	40151	12/17/06	Registered	MoneyGram International, Inc.
MONEYGRAM	Papua New Guinea	A68,304	05/11/09	Registered	MoneyGram International, Inc.
MONEYGRAM	Qatar	41160	03/05/09	Registered	MoneyGram International, Inc.

MARK	COUNTRY	REG. NO.	REG. DATE	STATUS	OWNER
MONEYGRAM	Rwanda	6613/JRK	7/30/10 (effective 03/31/09)	Registered	MoneyGram International, Inc.
MONEYGRAM	Saint Lucia	289/1994	12/02/94	Registered	MoneyGram International, Inc.
MONEYGRAM	Saint Vincent and the Grenadines	284 of 2008	12/17/08	Registered	MoneyGram International, Inc.
MONEYGRAM	San Marino	IR 1159409	10/12/17	Registered	MoneyGram International, Inc.
MONEYGRAM	Sao Tome and Principe	000652MNA	02/22/10	Registered	MoneyGram International, Inc.
MONEYGRAM	Seychelles	8880	03/18/09	Registered	MoneyGram International, Inc.
MONEYGRAM	Sierra Leone	997814	03/12/09	Registered	MoneyGram International, Inc.
MONEYGRAM	Swaziland	358/2006	07/27/06	Registered	MoneyGram International, Inc.
MONEYGRAM	Tajikistan	TJ 9240	04/07/11	Registered	MoneyGram International, Inc.
MONEYGRAM	Tanzania, United Republic of (Tanganyika)	3665	05/22/13	Registered	MoneyGram International, Inc.
MONEYGRAM	Thailand	SM35218	09/27/07	Registered	MoneyGram International, Inc.
MONEYGRAM	Tonga	01894	09/22/11	Registered	MoneyGram International, Inc.
MONEYGRAM	Turks and Caicos Islands	15,653	11/18/08	Registered	MoneyGram International, Inc.
MONEYGRAM	Uganda	28965	07/26/06	Registered	MoneyGram International, Inc.
MONEYGRAM	Uganda	28966	07/26/06	Registered	MoneyGram International, Inc.
MONEYGRAM	Uzbekistan	997814	03/12/09	Registered	MoneyGram International, Inc.
MONEYGRAM	West Bank	16202	10/04/10	Registered	MoneyGram International, Inc.
MONEYGRAM	Yemen	30365	06/11/07	Registered	MoneyGram International, Inc.
MONEYGRAM	Zambia	548/2006	07/21/06	Registered	MoneyGram International, Inc.
MONEYGRAM	Zambia	549/2006	07/21/06	Registered	MoneyGram International, Inc.
MONEYGRAM & Device Plus Chinese	China	5754085	11/29/06	Registered	MoneyGram International, Inc.
MONEYGRAM INTERNATIONAL	Pakistan	195249	05/05/04	Registered	MoneyGram International, Inc.
ORE 7	Italy	1467666	11/08/11	Registered	MoneyGram International Limited
THE POWER IS IN YOUR HANDS	Canada	TMA762,547	03/24/10	Registered	MoneyGram International, Inc.

Non-U.S. Pending Applications:

MARK	COUNTRY	APP. NO.	DATE FILED	STATUS	OWNER
MONEYGRAM	Angola	21327	04/01/09	Pending	MoneyGram International, Inc.
MONEYGRAM	Azerbaijan	IR 1159409	10/12/17	Pending	MoneyGram International, Inc.
MONEYGRAM	Iran	IR 1159409	10/12/17	Pending	MoneyGram International, Inc.
MONEYGRAM	Libya	18716	08/13/09	Pending	MoneyGram International, Inc.
MONEYGRAM	Malawi	IR 1159409	02/11/19	Pending	MoneyGram International, Inc.
MONEYGRAM	Sudan	IR 1159409	10/12/17	Pending	MoneyGram International, Inc.
MONEYGRAM	Turkmenistan	IR 1159409	10/12/17	Pending	MoneyGram International, Inc.