

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661596

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		07/21/2021	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	MoneyGram Payment Systems, Inc.		
Street Address:	2828 N. Harwood Street, 17th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: DELAWARE		
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	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<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>			
Phone:	2146617347		
Email:	sbertino@velaw.com		
TRADEMARK			

OP \$340.00 76264109

Correspondent Name: Shannon Bertino
Address Line 1: 2001 Ross Avenue, Suite 3900
Address Line 2: c/o Vinson & Elkins L.L.P.
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER: Shannon Bertino

SIGNATURE: /Shannon Bertino/

DATE SIGNED: 07/21/2021

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of July 21, 2021 is made by Bank of America, N.A., in its capacity as collateral agent for the benefit of the Secured Parties (in such capacity, the "Collateral Agent"), in favor of by MoneyGram Payment Systems, Inc. (the "Grantor"). Unless otherwise defined herein, terms defined in the Security Agreement (defined below) and used herein have the meaning given to them (including by reference) in the Security Agreement.

WHEREAS, the Grantor, the other grantors party thereto and the Collateral Agent entered into a Security Agreement, dated as of May 18, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor executed and delivered to the Collateral Agent that certain Trademark Security Agreement, dated as of May 18, 2011 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor pledged and granted to the Collateral Agent, for its own benefit and for the benefit of the other Secured Parties, a security interest in and to all of the Grantor's right, title and interest in, to and under the following, but for the avoidance of doubt excluding any "intent-to-use" applications for trademarks or service marks filed in the United States Patent and Trademark Office ("USPTO") pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to and accepted by the USPTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d), to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such application under applicable federal law. (collectively, the "Trademark Collateral");

(a) Trademarks of the Grantor listed on Schedule I attached hereto, together with any and all (i) goodwill associated therewith or symbolized thereby, (ii) extensions and renewals thereof, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations or violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements, dilutions, misappropriations or violations thereof; and

(b) all Proceeds of any and all of the foregoing (other than Excluded Property);


WHEREAS, the Trademark Security Agreement was recorded with the USPTO on May 19, 2011 at Reel 004544, Frame 0490; and

WHEREAS, the Grantor has requested that the Collateral Agent execute and deliver this Release to evidence the release of its security interest in the Trademark Collateral for recordation at the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, without any recourse or warranty of any kind or nature, hereby (a) releases, discharges and cancels its security interest in and to the Trademark Collateral, (b) re-assigns and re-conveys to the Grantor any and all right, title or interest the Collateral Agent may have in, to or under the Trademark Collateral, and (c) terminates the Trademark Security Agreement.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized representative as of the date first set forth above.

**BANK OF AMERICA, N.A.,
as Collateral Agent**

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

SCHEDULE I

TRADEMARKS/TRADEMARKS PENDING:

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