

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MoneyGram International, Inc.		07/21/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	900 W Trade Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2717931	AGENTCONNECT	
Registration Number:	2719887	AGENTCONNECT	
Registration Number:	3269281	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	
Serial Number:	88585079	MG FASTSEND	
Registration Number:	2127954	MONEYGRAM	
Registration Number:	3367799	MONEYGRAM	
Registration Number:	6309883	MONEYGRAM FASTSEND	
Registration Number:	2255399	MONEY WELL SENT - WORLDWIDE	
Registration Number:	2678114	PRIMELINK	
Registration Number:	2360182		
CORRESPONDENCE DATA			

OP \$440.00 2717931

Fax Number: 2142207716

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.

Phone: 2146617347

Email: sbertino@velaw.com

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

ATTORNEY DOCKET NUMBER:	MON093.71008
--------------------------------	--------------

NAME OF SUBMITTER:	Shannon Bertino
---------------------------	-----------------

SIGNATURE:	/Shannon Bertino/
-------------------	-------------------

DATE SIGNED:	07/21/2021
---------------------	------------

Total Attachments: 6

source=#94790418v1 - (MoneyGram - 2021 Trademark Security Agreement (MGI))#page1.tif

source=#94790418v1 - (MoneyGram - 2021 Trademark Security Agreement (MGI))#page2.tif

source=#94790418v1 - (MoneyGram - 2021 Trademark Security Agreement (MGI))#page3.tif

source=#94790418v1 - (MoneyGram - 2021 Trademark Security Agreement (MGI))#page4.tif

source=#94790418v1 - (MoneyGram - 2021 Trademark Security Agreement (MGI))#page5.tif

source=#94790418v1 - (MoneyGram - 2021 Trademark Security Agreement (MGI))#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of July 21, 2021 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 Credit Agreement dated as of July 21, 2021 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 Security Agreement dated as of July 21, 2021 (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: Lawrence Angelilli
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement (MGI)]

TRADEMARK
REEL: 007361 FRAME: 0333

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	APP. NO.	DATE FILED	REG. NO.	REG. DATE	STATES	OWNER NAME
AGENTCONNECT	United States of America	76/264,107	30-May-01	2717931	20-May-03	Registered	Money Gram International, Inc.
AGENTCONNECT	United States of America	76/264,108	30-May-01	2719887	27-May-03	Registered	Money Gram International, Inc.
AGENTCONNECT	United States of America	78/539,396	29-Dec-04	3269281	24-Jul-07	Registered	Money Gram International, Inc.
AGENTWORKS	United States of America	85/443,470	10-Oct-11	4,365,356	9-Jul-13	Registered	Money Gram International, Inc.
DELTA	United States of America	74/383,088	27-Apr-93	1827301	22-Mar-94	Registered	Money Gram International, Inc.
DELTA NETWORK	United States of America	75/061,913	20-Feb-96	2162480	2-Jun-98	Registered	Money Gram International, Inc.
DELTA T3	United States of America	78/165,123	17-Sep-02	2,933,965	15-Mar-05	Registered	Money Gram International, Inc.
DELTAWORKS	United States of America	76/125,799	8-Sep-00	2616732	10-Sep-02	Registered	Money Gram International, Inc.
EXPRESSPAYMENT	United States of America	78/246,527	7-May-03	2,904,786	23-Nov-04	Registered	Money Gram International, Inc.
FORMFREE	United States of America	78/969,221	7-Sep-06	3,352,492	11-Dec-07	Registered	Money Gram International, Inc.
MG FASTSEND	United States of America	88/585,079	20-Aug-19			Allowed	Money Gram International, Inc.
MONEYGRAM	United States of America	74/564,076	22-Aug-94	2,127,954	13-Jan-98	Registered	Money Gram International, Inc.

#94772371v2

MONEYGRAM	United States of America	77/058,462	6-Dec-06	3,367,799	15-Jan-08	Registered	Money Gram International, Inc.
MONEYGRAM FASTSEND	United States of America	88/585,070	20-Aug-19	6,309,883	30-Mar-21	Registered	Money Gram International, Inc.
MONEY WELL SENT - WORLDWIDE	United States of America	75/459,331	30-Mar-98	2,255,399	22-Jun-99	Registered	Money Gram International, Inc.
PRIMELINK	United States of America	78/087,152	5-Oct-01	2,678,114	21-Jan-03	Registered	Money Gram International, Inc.
	United States of America	75/772,484	11-Aug-99	2,360,182	20-Jun-00	Registered	Money Gram International, Inc.

#94772371v2