

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815119

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MoneyGram International, Inc.		06/01/2023	Corporation: DELAWARE
MoneyGram Payment Systems, Inc.		06/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Computershare Trust Company, National Association		
Street Address:	1505 Energy Park Drive		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55108		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	2717931	AGENTCONNECT	
Registration Number:	2719887	AGENTCONNECT	
Registration Number:	3269281	AGENTCONNECT	
Registration Number:	4365356	AGENTWORKS	
Registration Number:	4751540	BRINGING YOU CLOSER	
Registration Number:	1827301	DELTA	
Registration Number:	2162480	DELTA NETWORK	
Registration Number:	2933965	DELTA T3	
Registration Number:	2616732	DELTAWORKS	
Registration Number:	5401416	DT4	
Registration Number:	2904786	EXPRESSPAYMENT	
Registration Number:	3352492	FORMFREE	
Registration Number:	2127954	MONEYGRAM	
Registration Number:	3367799	MONEYGRAM	
Registration Number:	4325501	MONEYGRAM BRINGING YOU CLOSER	
Registration Number:	6309883	MONEYGRAM FASTSEND	
Registration Number:	5376371	MONEYGRAM MOBILEPASS	
Registration Number:	5434219	MONEYGRAM MYWAY	
		TRADEMARK	

OP \$615.00 2717931

Property Type	Number	Word Mark
Registration Number:	5593158	MONEYGRAM PLUS REWARDS
Registration Number:	5593157	MONEYGRAM PLUS REWARDS PREMIER
Registration Number:	5571348	MONEYGRAM SENDBOT
Registration Number:	5447549	
Registration Number:	4332795	
Registration Number:	2678114	PRIMELINK

CORRESPONDENCE DATA

Fax Number:

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	2023761 TM A
NAME OF SUBMITTER:	Leanne Honig
SIGNATURE:	/Leanne Honig/
DATE SIGNED:	06/05/2023

Total Attachments: 6
source=A - #96942162v1 - (MoneyGram - Bond Trademark Security Agreement (Executed June 1 2023) (Coversheet))#page2.tif
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of June 1, 2023, by MoneyGram International, Inc., a Delaware corporation and MoneyGram Payment Systems, Inc., a Delaware corporation (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of June 1, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties and their permitted successors and assigns a continuing security interest in, and lien on, all of its right, title and interest in any and all of the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) registered Trademarks and Trademark applications of such Grantor listed on Schedule I attached hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by the foregoing;

(d) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(e) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated by reference

herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent and the Grantor shall otherwise determine.

SECTION 4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademarks of such Grantor under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. This Trademark Security Agreement shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the UCC (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

SECTION 6. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.


SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow.]

MONEYGRAM INTERNATIONAL, INC.,
a Delaware corporation

By: 
Name: W. Alexander Holmes
Title: Chief Executive Officer

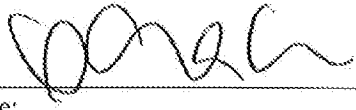
MONEYGRAM PAYMENT SYSTEMS, INC.,
a Delaware corporation

By: 
Name: W. Alexander Holmes
Title: Chief Executive Officer

Trademark Security Agreement

TRADEMARK
REEL: 008091 FRAME: 0926

COMPUTERSHARE TRUST COMPANY,
NATIONAL ASSOCIATION, as Collateral
Agent

By: 
Name:
Title:


Sara Corcoran
Officer

[Signature Page to Trademark Security Agreement]

Schedule I
Trademark Registrations and Use Applications

Registrations:

Loan Party	Mark	Application No.	Application Date	Registration No.	Registration Date
MoneyGram International, Inc.	AGENTCONNECT	76/264,107	May 30, 2001	2717931	May 20, 2003
MoneyGram International, Inc.	AGENTCONNECT	76/264,108	May 0, 2001	2719887	May 27, 2003
MoneyGram International, Inc.	AGENTCONNECT	78/539,396	December 29, 2004	3269281	July 24, 2007
MoneyGram International, Inc.	AGENTWORKS	85/443,470	October 10, 2011	4365356	July 9, 2013
MoneyGram Payment Systems, Inc.	BRINGING YOU CLOSER	86/417,305	October 7, 2014	4751540	June 9, 2015
MoneyGram International, Inc.	DELTA	74/383,088	April 27, 1993	1827301	March 22, 1994
MoneyGram International, Inc.	DELTA NETWORK	75/061,913	February 20, 1996	2162480	June 2, 1998
MoneyGram International, Inc.	DELTA T3	78/165,123	September 17, 2002	2,933,965	March 15, 2005
MoneyGram International, Inc.	DELTAWORKS	76/125,799	September 8, 2000	2616732	September 10, 2002
MoneyGram Payment Systems, Inc.	DT4	87/541,412	July 25, 2017	5401416	February 13, 2018
MoneyGram International, Inc.	EXPRESSPAYMENT	78/246,527	May 7, 2003	2904786	November 23, 2004
MoneyGram International, Inc.	FORMFREE	78/969,221	September 7, 2006	3,352,492	December 11, 2007
MoneyGram International, Inc.	MONEYGRAM	74/564,076	August 22, 1994	2127954	January 13, 1998
MoneyGram International, Inc.	MONEYGRAM	77/058,462	December 6, 2006	3367799	January 15, 2008
MoneyGram Payment Systems, Inc.	MONEYGRAM BRINGING YOU CLOSER	85/528,913	January 30, 2012	4325501	April 23, 2013
MoneyGram International, Inc.	MONEYGRAM FASTSEND	88/585,070	August 20, 2019	6309883	March 30, 2021
MoneyGram Payment Systems, Inc.	MONEYGRAM MOBILEPASS	87/196,557	October 7, 2016	5376371	January 9, 2018
MoneyGram Payment Systems, Inc.	MONEYGRAM MYWAY	87/196,597	October 7, 2016	5434219	March 27, 2018
MoneyGram Payment Systems, Inc.	MONEYGRAM PLUS REWARDS	87/565,172	August 11, 2017	5593158	October 30, 2018
MoneyGram Payment Systems, Inc.	MONEYGRAM PLUS REWARDS PREMIER	87/565,156	August 11, 2017	5593157	October 30, 2018
MoneyGram Payment Systems, Inc.	MONEYGRAM SENDBOT	87/308,965	January 20, 2017	5571348	September 25, 2018
MoneyGram Payment Systems, Inc.	New Globe Arrow Design	87/586,912	August 28,	5447549	April 17, 2018

Loan Party	Mark	Application No.	Application Date	Registration No.	Registration Date
Inc.	(2D) 		2017		
MoneyGram Payment Systems, Inc.	New Globe Arrow Design (Color)	85/563,267	March 7, 2012	4332795	May 7, 2013
MoneyGram International, Inc.	PRIMELINK	78/087,152	October 5, 2001	2678114	January 21, 2003