# OP \$615.00 2717931

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM815120

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:	GOLDMAN SACHS BANK USA		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282-2198		
Entity Type:	Bank: UNITED STATES		

## **PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark			
Registration Number: 2	2717931	AGENTCONNECT			
Registration Number: 2	2719887	AGENTCONNECT			
Registration Number:	3269281	AGENTCONNECT			
Registration Number:	4365356	AGENTWORKS			
Registration Number:	4751540	BRINGING YOU CLOSER			
Registration Number:	1827301	DELTA			
Registration Number: 2	2162480	DELTA NETWORK			
Registration Number: 2	2933965	DELTA T3			
Registration Number: 2	2616732	DELTAWORKS			
Registration Number:	5401416	DT4			
Registration Number: 2	2904786	EXPRESSPAYMENT			
Registration Number:	3352492	FORMFREE			
Registration Number: 2	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

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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 B
NAME OF SUBMITTER:	Leanne Honig
SIGNATURE:	/Leanne Honig/
DATE SIGNED:	06/05/2023

#### **Total Attachments: 6**

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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 GOLDMAN SACHS BANK USA, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative 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 Administrative 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

- SECTION 1. <u>Defined Terms</u>. 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 Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative 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 Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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

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Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent and the Grantor shall otherwise determine.

- SECTION 4. <u>Termination or Release</u>. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.11 thereof, the Administrative 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. <u>Counterparts</u>. 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.
- SECTION 6. <u>Recordation</u>. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.
- SECTION 7. <u>GOVERNING LAW</u>. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow.]

2

# 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

GOLDMAN SACHS BANK USA,

as Administrative Agent

By:

Name: Robert Ehudin

Title: Chief Underwriting Officer, Managing Director

# 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
	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
,	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
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.		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,	New Globe Arrow Design	87/586,912	August 28,	5447549	April 17, 2018

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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

**RECORDED: 06/05/2023** 

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