

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6825414

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MONEYGRAM PAYMENT SYSTEMS, INC.	07/21/2021
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A.
Street Address:	900 W TRADE STREET
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7641113
Patent Number:	7735125
Patent Number:	8204829
Patent Number:	8793187
CORRESPONDENCE DATA	
Fax Number:	(214)220-7716
<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
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: 5	
source=#94790423v1 - (MoneyGram - 2021 Patent Security Agreement (MPSI))#page1.tif	
source=#94790423v1 - (MoneyGram - 2021 Patent Security Agreement (MPSI))#page2.tif	

source=#94790423v1 - (MoneyGram - 2021 Patent Security Agreement (MPSI))#page3.tif

source=#94790423v1 - (MoneyGram - 2021 Patent Security Agreement (MPSI))#page4.tif

source=#94790423v1 - (MoneyGram - 2021 Patent Security Agreement (MPSI))#page5.tif

PATENT

REEL: 056937 FRAME: 0411

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Agreement”), dated as of July 21, 2021 is entered into between MONEYGRAM PAYMENT SYSTEMS, 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 Patents, 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 Patents 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 “Patent Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Patent, including without limitation, each registered and pending Patent referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and
- (2) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any registered and pending Patent referred to in Schedule 1 annexed hereto.

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 Collateral Agent with respect to the security interest in the Patent 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 the Commissioner for Patents 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.

Each 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 PAYMENT
SYSTEMS, INC.


By: 

Name: Lawrence Angelilli

Title: Chief Financial Officer

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. PATENTS:

TITLE	Owner	Patent No.	Issue Date	Country
SYSTEMS AND METHODS FOR GENERATING REVENUE FROM BANKING TRANSACTIONS USING A STORED-VALUE CARD	MoneyGram Payment Systems, Inc.	7641113	1/5/2010	USA
SYSTEMS AND METHODS FOR IDENTIFYING AND VERIFYING A USER OF A KIOSK USING AN EXTERNAL VERIFICATION SYSTEM	MoneyGram Payment Systems, Inc.	7735125	6/8/2010	USA
SYSTEMS AND METHODS FOR MONEY SHARING	MoneyGram Payment Systems, Inc.	8204829	6/19/2012	USA
SELF-SERVICE MONEY REMITTANCE WITH AN ACCESS CARD	MoneyGram Payment Systems, Inc.	8793187	7/29/2014	USA

#94790413v1