

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

18103 - 303

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Moneygram International, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
 Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as
 Internal _____ agent
 Address: _____
 Street Address: 10 S. Dearborn
 City: Chicago
 State: Illinois
 Country: USA Zip: 60603

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s):
 Execution Date(s) January 25, 2008

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) _____
 B. Trademark Registration No. (s) _____

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____

Additional sheet(s) attached? Yes No

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: Laura Konrath
 Internal Address: Winston & Strawn LLP
 Street Address: 35 W. Wacker Dr.
 City: Chicago
 State: IL Zip: 60601
 Phone Number: 312-558-6352
 Fax Number: 312-558-5700
 Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved: 43

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1090

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 232428
 Authorized User Name Laura Konrath

9. Signature: Laura Konrath Signature _____ Date 2/4/08

 Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$1040.00 232428 78263975

Continuation
Item 4

SCHEDULE 1

TRADEMARKS/TRADEMARKS PENDING:

Trademark	Country	Status	App/Reg Number
1-800-MoneyGram	United States of America	Registered	2145583
ACH Commerce, LLC	United States of America	Pending	78/263975
AgentConnect	United States of America	Registered	2719887
AgentConnect	United States of America	Registered	2717931
AgentConnect	United States of America	Registered	3269281
Delta	United States of America	Registered	1886302
Delta	United States of America	Registered	1827301
Delta Network	United States of America	Registered	2162480
Delta T3	United States of America	Registered	2933965
Deltaworks	United States of America	Registered	2616732
Dollarpay	United States of America	Registered	2673305
ExpressPayment	United States of America	Registered	2904786
Flash Access	United States of America	Registered	2624661
FormFree	United States of America	Pending	78/969,221
FSMC On-Line	United States of America	Registered	2045909
Helping People and Businesses By Delivering Affordable, Reliable and Convenient Financial Services	United States of America	Registered	3148063
MoneyGram	United States of America	Registered	2127954
MoneyGram	United States of America	Pending	77/058,462
MoneyGram	United States of America	Registered	2127954
MoneyGram	United States of America	Pending	77/058462
MoneyGram & Design (White Script/Blue Back)	United States of America	Registered	2484700
Moneygram and Design (Ovoid in Rectangle)	United States of America	Registered	2450906
MoneyGram International	United States of America	Registered	3261937
MoneyGram International & Globe	United States of America	Registered	3261998
MoneySafe. MoneyFast. MoneyGram.	United States of America	Registered	3063763
MoneySaver	United States of America	Registered	2410305
ParkingBridge	United States of America	Pending	77/268813
PayBySuite	United States of America	Registered	3276899
Payment Station	United States of America	Pending	78/533867
Powered By MoneyGram Web Services & Device	United States of America	Pending	78/542638
PrimeLink	United States of America	Registered	2678114
PrimeLink	United States of America	Registered	2707241
PrimeLinkplus and Device	United States of America	Registered	2864883
PrimeLinkplus and Device	United States of America	Registered	2853565
PrimeLinkplus-Styled --without the logo	United States of America	Pending	78/353900
PropertyBridge	United States of America	Pending	77/268807
PropertyBridge with Logo	United States of America	Pending	77/268810
RentPerks	United States of America	Pending	77/268814
Sphere & Design	United States of America	Registered	2360182

39 →

Trademark	Country	Status	App/Reg Number
The Power Is In Your Hands	United Sates of America	Pending	77/273086
Travelers Express	United States of America	Registered	1138919
Travelers Express & Design	United States of America	Registered	1592313
World Map Design	United States of America	Pending	78/838663

TRADEMARK LICENSES:

-None

43

CHI:2036803.2

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 25, 2008, is between MONEYGRAM INTERNATIONAL, INC., a Delaware corporation ("Grantor"), and JPMORGAN CHASE BANK, N.A., as Collateral Agent for the benefit of the Secured Parties (the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor has entered into a Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with 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 and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Obligations;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses 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 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;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and 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 Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill

associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 25 day of January, 2008.

MONEYGRAM INTERNATIONAL, INC.

By: *Teresa Johnson*
Name: Teresa Johnson
Title: Executive Vice President

Acknowledged:

JPMORGAN CHASE BANK, N.A., as Collateral Agent for the benefit of the Secured Parties

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

State of NY)
County of NY) ss.

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of MoneyGram International, Inc., who being by me duly sworn, did depose and say that he/she is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

Denise E. McHugh
Notary Public

DENISE E. McHUGH
Notary Public, State of New York
No. 01MC7843700
Qualified in Putnam County
Commission Expires October 31, 2010

*Signature Page to Trademark
Security Agreement*

BANK ONE

Fax:3123362754

Jan 25 2008 12:08

P.02

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this ___ day of January, 2008.

MONEYGRAM INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

Acknowledged:

JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Benefit of the Secured Parties

By: _____
Name: *Salim Hashmi*
Title: *Vice President*

ACKNOWLEDGMENT

State of _____)
County of _____) ss.

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of MoneyGram International, Inc., who being by me duly sworn, did depose and say that he/she is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

Notary Public

Signature Page to Trademark Security Agreement

SCHEDULE 1TRADEMARKS/TRADEMARKS PENDING:

Trademark	Country	Status	App/Reg Number
1-800-MoneyGram	United States of America	Registered	2145583
ACH Commerce, LLC	United States of America	Pending	78/263975
AgentConnect	United States of America	Registered	2719887
AgentConnect	United States of America	Registered	2717931
AgentConnect	United States of America	Registered	3269281
Delta	United States of America	Registered	1886302
Delta	United States of America	Registered	1827301
Delta Network	United States of America	Registered	2162480
Delta T3	United States of America	Registered	2933965
Deltaworks	United States of America	Registered	2616732
Dollarpay	United States of America	Registered	2673305
ExpressPayment	United States of America	Registered	2904786
Flash Access	United States of America	Registered	2624661
FormFree	United States of America	Pending	78/969,221
FSMC On-Line	United States of America	Registered	2045909
Helping People and Businesses By Delivering Affordable, Reliable and Convenient Financial Services	United States of America	Registered	3148063
MoneyGram	United States of America	Registered	2127954
MoneyGram	United States of America	Pending	77/058,462
MoneyGram	United States of America	Registered	2127954
MoneyGram	United States of America	Pending	77/058462
MoneyGram & Design (White Script/Blue Back)	United States of America	Registered	2484700
Moneygram and Design (Ovoid in Rectangle)	United States of America	Registered	2450906
MoneyGram International	United States of America	Registered	3261937
MoneyGram International & Globe	United States of America	Registered	3261998
MoneySafe. MoneyFast. MoneyGram.	United States of America	Registered	3063763
MoneySaver	United States of America	Registered	2410305
ParkingBridge	United States of America	Pending	77/268813
PayBySuite	United States of America	Registered	3276899
Payment Station	United States of America	Pending	78/533867
Powered By MoneyGram Web Services & Device	United States of America	Pending	78/542638
PrimeLink	United States of America	Registered	2678114
PrimeLink	United States of America	Registered	2707241
PrimeLinkplus and Device	United States of America	Registered	2864883
PrimeLinkplus and Device	United States of America	Registered	2853565
PrimeLinkplus-Stylized --without the logo	United States of America	Pending	78/353900
PropertyBridge	United States of America	Pending	77/268807
PropertyBridge with Logo	United States of America	Pending	77/268810
RentPerks	United States of America	Pending	77/268814
Sphere & Design	United States of America	Registered	2360182

Trademark	Country	Status	App/Reg Number
The Power Is In Your Hands	United Sates of America	Pending	77/273086
Travelers Express	United States of America	Registered	1138919
Travelers Express & Design	United States of America	Registered	1592313
World Map Design	United States of America	Pending	78/838663

TRADEMARK LICENSES:

-None

CHI:2036803.2

WINSTON & STRAWN LLP

43 RUE DU RHONE
1204 GENEVA, SWITZERLAND

99 GRESHAM STREET
LONDON EC2V 7NG

333 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90071-1548

WRITER'S DIRECT DIAL NUMBER

35 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60601-9703

(312) 558-6600

FACSIMILE (312) 558-5700

www.winston.com

200 PARK AVENUE
NEW YORK, NEW YORK 10166-4193

25 AVENUE MARCEAU
75116 PARIS, FRANCE

101 CALIFORNIA STREET
SAN FRANCISCO, CALIFORNIA 94111-5694

1700 K STREET, N.W.
WASHINGTON, D.C. 20005-3817

(312) 558-6352

January 29, 2008

VIA TELECOPIER

U.S. Patent & Trademark Office
Assignment Division
Box Assignments
1213 Jefferson Davis Hwy.
Suite 320
Washington, DC 20231

Re: Client #18103/303 - JPMorgan/MoneyGram

Dear Commissioner:

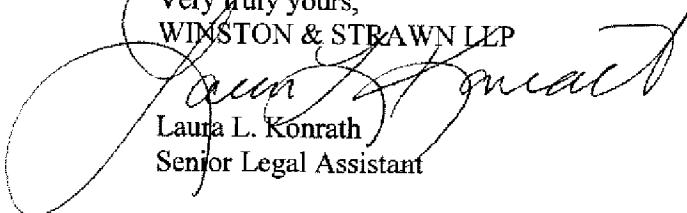
Enclosed is a Trademark Security Agreement. Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office.

Please deduct \$1,090 from Deposit Account #232428. When the filing process is completed, please send the file-stamped document to:

Fax to Laura Konrath c/o Winston & Strawn (312) 558-5700 or send via email to lkonrath@winston.com

Should you require any additional information, please do not hesitate to call. Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN LLP


Laura L. Konrath
Senior Legal Assistant

LLK:cl
Enclosures

TRADEMARK
REEL: 003712 FRAME: 0515

WINSTON & STRAWN LLP

Facsimile

 35 W. WACKER DRIVE, CHICAGO IL 60601-9703
 312-558-5600

 200 PARK AVENUE
 NEW YORK, NY 10166-4100
 212-294-5700

 1400 L STREET, N.W.
 WASHINGTON, DC 20005-3802
 202-371-5700

 38th FLOOR, 333 SOUTH GRAND AVE.
 LOS ANGELES, CA 90071-1543
 213-615-1700

 101 CALIFORNIA STREET
 SAN FRANCISCO, CA 94111-5894
 415-591-1000

 43 RUE DU RHONE
 1204 GENEVE, SWITZERLAND
 41-22-317-78-78

 21 AVENUE VICTOR HUGO
 75116 PARIS, FRANCE
 33-1-53-64-88-82

 BUCKLEBURY HOUSE
 3 QUEEN VICTORIA STREET
 LONDON, ENGLAND EC4N 8NH
 44-20-7420-6600

Fax Number: 312-558-5700
FROM: Laura Konrath
 312-558-6352

CHARGEBACK:

11028

18103/303

DATE:

2/4/08

Please Deliver as Soon as Possible To:

	RECIPIENT	COMPANY	FAX NO.	PHONE NO.
1.	MAIL STOP ASSIGNMENT RECORDATION SERVICE	USPTO	(571) 273-0140	

Total number of pages including this page:

11 pages

COMMENTS
CONFIRMATION OF RECEIPT REQUESTED

Enclosed: -Facsimile Cover Sheet
 -Cover Letter
 -Recordation Cover Sheet
 -Schedule of U.S. Trademarks
 -Trademark Security Agreement

**IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL AS SOON AS POSSIBLE. THANK YOU.
 312-558-6352**

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

If you have received this communication in error, please immediately notify us by telephone, and return the original message to us at the above address via the U.S. Postal Service. Thank you.

Operator Initials: _____

Confirmation: Yes _____ Name: _____ No: _____