

10/19/2011

DEPARTMENT OF COMMERCE
Patent and Trademark Office



103634728

10/17/11

RECORDATION
TRADEMARK

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

1. Name of conveying party(ies):

Bank of America, N.A., as Collateral Agent

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

Citizenship (see guidelines) national banking - US

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MoneyGram International, Inc.

Internal

Address: _____

Street Address: 2828 N Harwood Street, 15th Floor

City: Dallas

State: Texas

Country: USA Zip: 75201

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- 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) October 4, 2011

- Assignment
- Security Agreement
- Other Partial Release
- Merger
- Change of Name

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

A. Trademark Application No.(s)

3422602; 3422601; and 3422600 (see Schedule A attached)

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

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

PARKINGBRIDGE; PROPERTYBRIDGE; and PROPERTYBRIDGE

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Julie H. Cooper

Internal Address: _____

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas

State: Texas Zip: 75201

Phone Number: 214-220-7919

Fax Number: 214-999-7919

Email Address: jucooper@velaw.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number TTREEL 00000010 3422602

Authorized User Name _____ 40.00
02 FC:8522 _____ 50.00

9. Signature:

Julie H. Cooper
Signature

10/14/2011

Date

Julie H. Cooper

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK
REEL: 004658 FRAME: 0298

Schedule A

Release Trademarks

Trademark	Owner	Country	Status	App/Reg Number	App/Reg. Date
PARKINGBRIDGE	MoneyGram International, Inc.	U.S. Fed	Registered	3422602	05/06/2008
PROPERTYBRIDGE	MoneyGram International, Inc.	U.S. Fed	Registered	3422601	05/06/2008
PROPERTYBRIDGE	MoneyGram International, Inc.	U.S. Fed	Registered	3422600	05/06/2008

PARTIAL RELEASE

This Partial Release (this "Release") is made and entered into as of October 4, 2011 by Bank of America, N.A., as Collateral Agent for the benefit of the Secured Parties (the "Collateral Agent").

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of May 18, 2011, which was recorded with the United States Patent and Trademark Office on May 19, 2011 at Reel/Frame No. 4544/0476, (the "Trademark Security Agreement"), MoneyGram International, Inc., a Delaware corporation ("MoneyGram"), granted to the Collateral Agent for the benefit of the Secured Parties a security interest in all of MoneyGram's right, title and interest in and to certain trademarks, including, without limitation, the trademarks listed on Schedule A hereto (such trademarks listed on Schedule A hereto, the "Release Trademarks"); and

WHEREAS, pursuant to that certain Security Agreement dated as of May 18, 2011 (the "Security Agreement"), MoneyGram and MoneyGram Payment Systems, Inc., a Delaware corporation ("MPSI"), granted to the Collateral Agent for the benefit of the Secured Parties a security interest in, among other things, MoneyGram's or MPSI's, as applicable, right, title and interest in and to the domain names listed on Schedule B hereto (such domain names listed on Schedule B hereto, the "Release Domain Names"); and

WHEREAS, in connection with a disposition (the "Disposition") permitted under Section 6.16 of that certain Credit Agreement dated as of May 18, 2011, MoneyGram has requested that the Collateral Agent terminate and release the security interests created by (a) the Trademark Security Agreement and the Security Agreement in the Released Trademarks and (b) the Security Agreement in the Release Domain Names, but in each case not the security interests in the proceeds the result of the Disposition.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Collateral Agent hereby agrees as follows:

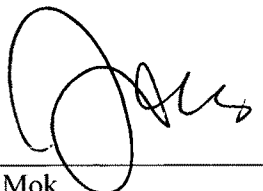
1. Release. The Collateral Agent hereby terminates and releases all mortgages, liens, and security interests granted to the Collateral Agent for the benefit of the Secured Parties in (a) the Release Trademarks, together with all goodwill associated therewith and symbolized thereby, and all products and proceeds of the foregoing (but excluding the proceeds the result of the Disposition), including, without limitation, any claim by the Collateral Agent against third parties for past, present or future infringement or dilution of any Release Trademark or past, present or future injury to the goodwill associated with any Release Trademark, and (b) the Release Domain Names and all products and proceeds thereof (but excluding the proceeds the result of the Disposition).

2. Further Assurances. The Collateral Agent hereby authorizes the recordation of this Release with the United States Patent and Trademark Office and any other applicable state or national trademark office necessary to effect the terms of this Release and grants the attorney of record the power to insert on this Release any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or the rules of other applicable state or national trademark offices, for recordation of this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative.

BANK OF AMERICA, N.A., as Collateral Agent
for the benefit of the Secured Parties

By: 
Name: Joan Mok
Title: Vice President

Schedule A

Release Trademarks

Trademark	Owner	Country	Status	App/Reg Number	App/Reg. Date
PARKINGBRIDGE	MoneyGram International, Inc.	U.S. Fed	Registered	3422602	05/06/2008
PROPERTYBRIDGE	MoneyGram International, Inc.	U.S. Fed	Registered	3422601	05/06/2008
PROPERTYBRIDGE	MoneyGram International, Inc.	U.S. Fed	Registered	3422600	05/06/2008

Schedule B

Release Domain Names

Domain	Owner
justpayment.com	MoneyGram Payment Systems, Inc.
justpayments.com	MoneyGram Payment Systems, Inc.
parkingbridge.com	MoneyGram Payment Systems, Inc.
propertybridge.com	MoneyGram Payment Systems, Inc.
propertybridge.net	MoneyGram Payment Systems, Inc.
propertybridge.org	MoneyGram Payment Systems, Inc.
propertybridge.us	MoneyGram Payment Systems, Inc.
propertybridge.biz	MoneyGram International, Inc.