# OP \$365.00 326928

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM661587

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		07/21/2021	national banking association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	MoneyGram International, Inc.			
Street Address:	2828 N. Harwood Street, 17th Floor			
City:	Dallas			
State/Country:	TEXAS			
Postal Code:	75201			
Entity Type:	Corporation: DELAWARE			

### **PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	3269281	AGENTCONNECT
Registration Number:	2719887	AGENTCONNECT
Registration Number:	2717931	AGENTCONNECT
Registration Number:	4365356	AGENTWORKS
Registration Number:	1827301	DELTA
Registration Number:	2162480	DELTA NETWORK
Registration Number:	2933965	DELTA T3
Registration Number:	2616732	DELTAWORKS
Registration Number:	2904786	EXPRESSPAYMENT
Registration Number:	3352492	FORMFREE
Registration Number:	2360182	
Registration Number:	2127954	MONEYGRAM
Registration Number:	3367799	MONEYGRAM
Registration Number:	2678114	PRIMELINK

## **CORRESPONDENCE DATA**

**Fax Number:** 2142207716

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.

TRADEMARK REEL: 007361 FRAME: 0100

900631006

**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: 7**

source=2L (MGI - Release of Security Interest in Trademarks)#page1.tif source=2L (MGI - Release of Security Interest in Trademarks)#page2.tif source=2L (MGI - Release of Security Interest in Trademarks)#page3.tif source=2L (MGI - Release of Security Interest in Trademarks)#page4.tif source=2L (MGI - Release of Security Interest in Trademarks)#page5.tif source=2L (MGI - Release of Security Interest in Trademarks)#page6.tif source=2L (MGI - Release of Security Interest in Trademarks)#page7.tif

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of July 21, 2021 is made by Bank of America, N.A., in its capacity as collateral agent for the benefit of the Secured Parties (the "Collateral Agent"), in favor of MoneyGram International, Inc. (the "Grantor"). Unless otherwise defined herein, terms defined in the Security Agreement (defined below) and used herein have the meaning given to them (including by reference) in the Security Agreement.

WHEREAS, the Grantor, the other grantors party thereto and the Collateral Agent entered into a Second Lien Security Agreement, dated as of June 26, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor executed and delivered to the Collateral Agent that certain Second Lien Trademark Security Agreement, dated as of June 26, 201 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor pledged and granted to the Collateral Agent, for its own benefit and for the benefit of the other Secured Parties, a security interest in and to all of the Grantor's right, title and interest in, to and under the following, but for the avoidance of doubt excluding any "intent-to-use" applications for trademarks or service marks filed in the United States Patent and Trademark Office ("USPTO") pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to and accepted by the USPTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d), to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such application under applicable federal law. (collectively, the "Trademark Collateral"):

- (a) Trademarks of the Grantor listed on <u>Schedule I</u> attached hereto, together with any and all (i) goodwill associated therewith or symbolized thereby, (ii) extensions and renewals thereof, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations or violations thereof, (iv) rights to sue for past, present or future infringements, dilutions, misappropriations or violations thereof; and
  - (b) all Proceeds of any and all of the foregoing (other than Excluded Property);

WHEREAS, the Trademark Security Agreement was recorded with the USPTO on June 27, 2019 at Reel 006679, Frame 0812; and

WHEREAS, the Grantor has requested that the Collateral Agent execute and deliver this Release to evidence the release of its security interest in the Trademark Collateral for recordation at the USPTO.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, without any recourse or warranty of any kind or nature, hereby (a) releases, discharges and cancels its security interest in and to the Trademark Collateral, (b) re-assigns and reconveys to the Grantor any and all right, title or interest the Collateral Agent may have in, to or under the Trademark Collateral, and (c) terminates the Trademark Security Agreement.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized representative as of the date first set forth above.

BANK OF AMERICA, N.A., as Collateral Agent

By:

Name: Kevin L. Ahart Title: Vice President

# **SCHEDULE 1**

# **U.S. TRADEMARK REGISTRATIONS:**

MARK	COUNTRY	REG. NO.	REG. DATE	STATUS	OWNER
AGENTCONNECT	USA	3269281	07/24/07	Registered	MoneyGram International, Inc.
AGENTCONNECT	USA	2719887	05/27/03	Registered	MoneyGram International, Inc.
AGENTCONNECT	USA	2717931	05/20/03	Registered	MoneyGram International, Inc.
AGENTWORKS	USA	4,365,356	07/09/13	Registered	MoneyGram International, Inc.
DELTA	USA	1827301	03/22/94	Registered	MoneyGram International, Inc.
DELTA NETWORK	USA	2162480	06/02/98	Registered	Money Gram International, Inc.
DELTA T3	USA	2933965	03/15/05	Registered	MoneyGram International, Inc.
DELTAWORKS	USA	2616732	09/10/02	Registered	MoneyGram International, Inc.
EXPRESSPAYMENT	USA	2904786	11/23/04	Registered	MoneyGram International, Inc.
FORMFREE	USA	3352492	12/11/07	Registered	MoneyGram International, Inc.
Globe Double Arrow	USA	2360182	06/20/00	Registered	Money Gram International, Inc.
Design				_	_
MONEYGRAM	USA	2127954	01/13/98	Registered	MoneyGram International, Inc.
MONEYGRAM	USA	3367799	01/15/08	Registered	Money Gram International, Inc.
PRIMELINK	USA	2678114	01/21/03	Registered	Money Gram International, Inc.

# **U.S. TRADEMARK PENDING APPLICATIONS:**

MARK	COUNTRY	APP. NO.	DATE FILED	STATUS	OWNER
None.					

# **NON-U.S. TRADEMARK REGISTRATIONS:**

MARK	COUNTRY	REG. NO.	REG. DATE	STATUS	OWNER
3D Globe Design (Black and White)	Kuwait	113984	11/17/13	Registered	Money Gram International, Inc.
3D Globe Design	Nepal	39465	09/28/15	Registered	Money Gram International, Inc.
MONEYGRAM	Afghanistan	9841	11/21/09	Registered	Money Gram International, Inc.
MONEYGRAM	African Intellectual Property Organization (OAPI)	55140	03/30/07	Registered	Money Gram International, Inc.
MONEYGRAM	Albania	10875	10/26/06	Registered	Money Gram International, Inc.
MONEYGRAM	Algeria	81580	3/17/09	Registered	Money Gram International, Inc.
MONEYGRAM	Antigua & Barbuda	7514	12/19/08	Registered	MoneyGram International, Inc.
MONEYGRAM	Aruba	27707	01/15/09	Registered	Money Gram International, Inc.

MARK	COUNTRY	REG. NO.	REG. DATE	STATUS	OWNER
MONEYGRAM	Bhutan	997814	03/12/09	Registered	Money Gram International, Inc.
MONEYGRAM	Botswana	BW/M/06/00479	07/31/06	Registered	Money Gram International, Inc.
MONEYGRAM	Brunei Darussalam	37904	05/24/06	Registered	Money Gram International, Inc.
MONEYGRAM	Burundi	5223/BUR	03/20/09	Registered	Money Gram International, Inc.
MONEYGRAM	Cabo Verde	0000667/2009M E/MS	08/08/13	Registered	Money Gram International, Inc.
MONEYGRAM	Caribbean Netherlands (Bonaire, St. Eustatius, Saba- BES Islands)	11631	09/27/05	Registered	Money Gram International, Inc.
MONEYGRAM	Cayman Islands	CTM4724373	5/8/12	Registered	Money Gram International, Inc.
MONEYGRAM	China	4509988	02/07/08	Registered	Money Gram International, Inc.
MONEYGRAM in Chinese characters	China	16502916	05/2816	Registered	Money Gram International, Inc.
MONEYGRAM	China	4509987	06/28/08	Registered	Money Gram International, Inc.
MONEYGRAM	China	4509986	08/28/08	Registered	Money Gram International, Inc.
MONEYGRAM	Croatia	IR 997814	03/12/09	Registered	Money Gram International, Inc.
MONEYGRAM	Cuba	IR 1159409	02/2515	Registered	Money Gram International, Inc.
MONEYGRAM	Djibouti	80/09/RADM	05/05/09	Registered	Money Gram International, Inc.
MONEYGRAM	Dominica	70/2009	06/17/09	Registered	Money Gram International, Inc.
MONEYGRAM	Ethiopia	5318	09/30/06	Registered	Money Gram International, Inc.
MONEYGRAM	Fiji	666/2006	08/21/06	Registered	Money Gram International, Inc.
MONEYGRAM	Frmr. Yug. Rep. of Macedonia	13860	05/16/06	Registered	Money Gram International, Inc.
MONEYGRAM	Gambia	151/3/2009	03/17/09	Registered	Money Gram International, Inc.
MONEYGRAM	Gaza Strip	13280	11/14/10	Registered	Money Gram International, Inc.
MONEYGRAM	Georgia	M17567	06/11/07	Registered	MoneyGram International, Inc.
MONEYGRAM	International Bureau (WIPO)	IR997814	03/12/09	Registered	Money Gram International, Inc.
MONEYGRAM	International Bureau (WIPO)	IR 1159409	02/11/13	Registered	Money Gram International, Inc.
MONEYGRAM	Iraq	53976	06/0214	Registered	MoneyGram International, Inc.
MONEYGRAM	Kazakhstan	24573	04/11/08	Registered	MoneyGram International, Inc.
MONEYGRAM	Kosovo	11609	09/09/13	Registered	MoneyGram International, Inc.

MARK	COUNTRY	REG. NO.	REG. DATE	STATUS	OWNER
MONEYGRAM	Kuwait	66686	08/27/06	Registered	Money Gram International, Inc.
MONEYGRAM	Kyrgyzstan	997814	03/12/09	Registered	MoneyGram International, Inc.
MONEYGRAM	Lesotho	LS/M/06/00280	07/27/06	Registered	Money Gram International, Inc.
MONEYGRAM	Liberia	LR/M/2009/00015	03/25/09	Registered	Money Gram International, Inc.
MONEYGRAM	Liechtenstein	IR 1159409	02/11/13	Registered	Money Gram International, Inc.
MONEYGRAM	Macau	N/023667	12/07/06	Registered	Money Gram International, Inc.
MONEYGRAM	Madagascar	IR997814	03/12/09	Registered	Money Gram International, Inc.
MONEYGRAM	Malawi	MW/TM/2006/004 43	07/21/06	Registered	Money Gram International, Inc.
MONEYGRAM	Malawi	MW/TM/2006/004 42	07/21/06	Registered	Money Gram International, Inc.
MONEYGRAM	Maldives	Accepted	4/30/09	Registered	Money Gram International, Inc.
MONEYGRAM	Mauritius	08060/2009	03/25/09	Registered	MoneyGram
MONEYGRAM	Mongolia	5978	06/20/06	Registered	Money Gram International, Inc.
MONEYGRAM	Montenegro	997814	03/12/09	Registered	Money Gram International, Inc.
MONEYGRAM	Mozambique	IR 997814	09/18/12	Registered	MoneyGram International, Inc.
MONEYGRAM	Namibia	2006/1315	07/27/06	Published	Money Gram International, Inc.
MONEYGRAM	Nepal	28312	11/20/09	Registered	MoneyGram International, Inc.
MONEYGRAM	Netherlands Antilles (includes Sint Maarten and Curacao)	11631	09/27/05	Registered	Money Gram International, Inc.
MONEYGRAM	Oman	40151	12/17/06	Registered	Money Gram International, Inc.
MONEYGRAM	Papua New Guinea	A68,304	05/11/09	Registered	Money Gram International, Inc.
MONEYGRAM	Qatar	41160	03/05/09	Registered	Money Gram International, Inc.
MONEYGRAM	Rwanda	6613/JRK	7/30/10 (effective 03/31/09)	Registered	MoneyGram International, Inc.
MONEYGRAM	Saint Lucia	289/1994	12/02/94	Registered	Money Gram International, Inc.
MONEYGRAM	Saint Vincent and the Grenadines	284 of 2008	12/17/08	Registered	MoneyGram International, Inc.
MONEYGRAM	San Marino	IR 1159409	10/12/17	Registered	MoneyGram International, Inc.
MONEYGRAM	Sao Tome and Principe	000652MNA	02/22/10	Registered	MoneyGram International, Inc.
MONEYGRAM	Seychelles	8880	03/18/09	Registered	MoneyGram International, Inc.

MARK	COUNTRY	REG. NO.	REG. DATE	STATUS	OWNER
MONEYGRAM	Sierra Leone	997814	03/12/09	Registered	MoneyGram International, Inc.
MONEYGRAM	Swaziland	358/2006	07/27/06	Registered	MoneyGram International, Inc.
MONEYGRAM	Tajikistan	TJ 9240	04/07/11	Registered	MoneyGram International, Inc.
MONEYGRAM	Tanzania, United Republic of (Tanganyika)	3665	05/22/13	Registered	Money Gram International, Inc.
MONEYGRAM	Thailand	SM35218	09/27/07	Registered	MoneyGram International, Inc.
MONEYGRAM	Tonga	01894	09/22/11	Registered	Money Gram International, Inc.
MONEYGRAM	Turks and Caicos Islands	15,653	11/18/08	Registered	MoneyGram International, Inc.
MONEYGRAM	Uganda	28965	07/26/06	Registered	MoneyGram International, Inc.
MONEYGRAM	Uganda	28966	07/26/06	Registered	MoneyGram International, Inc.
MONEYGRAM	Uzbekistan	997814	03/12/09	Registered	MoneyGram International, Inc.
MONEYGRAM	West Bank	16202	10/04/10	Registered	MoneyGram International, Inc.
MONEYGRAM	Yemen	30365	06/11/07	Registered	MoneyGram International, Inc.
MONEYGRAM	Zambia	548/2006	07/21/06	Registered	Money Gram International, Inc.
MONEYGRAM	Zambia	549/2006	07/21/06	Registered	MoneyGram International, Inc.
MONEYGRAM & Device Plus Chinese	China	5754085	11/29/06	Registered	MoneyGram International, Inc.
MONEYGRAM INTERNATIONAL	Pakistan	195249	05/05/04	Registered	MoneyGram International, Inc.
ORE 7	Italy	1467666	11/08/11	Registered	MoneyGram International Limited
THE POWER IS IN YOUR HANDS	Canada	TMA762,547	03/24/10	Registered	Money Gram International, Inc.

# **NON-U.S. PENDING APPLICATIONS:**

MARK	COUNTRY	APP. NO.	DATE FILED	STATUS	OWNER
MONEYGRAM	Angola	21327	04/01/09	Pending	MoneyGram International, Inc.
MONEYGRAM	Azerbaijan	IR 1159409	10/12/17	Pending	Money Gram International, Inc.
MONEYGRAM	Iran	IR 1159409	10/12/17	Pending	Money Gram International, Inc.
MONEYGRAM	Libya	18716	08/13/09	Pending	Money Gram International, Inc.
MONEYGRAM	Malawi	IR 1159409	02/11/19	Pending	Money Gram International, Inc.
MONEYGRAM	Sudan	IR 1159409	10/12/17	Pending	Money Gram International, Inc.

MARK	COUNTRY	APP. NO.	DATE FILED	STATUS	OWNER
MONEYGRAM	Turkmenistan	IR 1159409	10/12/17	Pending	Money Gram International, Inc.

270566377v.2

**RECORDED: 07/21/2021**