

Form PTO-1594
(rev 06/04)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

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)/Execution Date(s):
J.G. Wentworth Management Company, Inc.

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

Citizenship _____

Execution Date(s) **July 20, 2005**

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No

Name: **J.G. Wentworth Management
Company, LLC**

Internal Address: _____

Street Address: **40 Morris Avenue**

City: **Bryn Mawr**

State: **PA**

Country: _____ Zip: **19010**

Association - Citizenship _____

General Partnership - Citizenship _____

Limited Partnership - Citizenship _____

Corporation - Citizenship _____

Other **Limited Liability Company**

Citizenship **Delaware**

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Other _____

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

**78638770
78623076
75640895**

B. Trademark Registration No(s).

**2142341
2146100
2142349
2344229
2303199
2264005**

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

**Kenneth A. Rubenstein, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-3000
Fax: (212) 735-2000
krubenst@skadden.com**

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 1.21(h) and 3.41) \$240


All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 301720/66)

8. Payment Information

Deposit Account No. **19-2385**

Authorized user Name: **Michael McGuire**

9. Signature.


Signature

August 16, 2005

Date

Kenneth A. Rubenstein
Name of Person Signing

Total number of pages including cover sheet, and documents:

7

CH \$240.00 192385 78638770

CONTRIBUTION AGREEMENT

CONTRIBUTION AGREEMENT (this "Agreement"), dated as of July 20, 2005, is made and entered into by and between J.G. Wentworth Management Company, Inc., a Pennsylvania corporation ("Assignor"), and J.G. Wentworth Management Company, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor is the sole member of Assignee, and as such, is the record and beneficial owner of all of the issued and outstanding equity interests of Assignee; and

WHEREAS, Assignor desires to sell, convey, transfer, assign and deliver (the "Asset Contribution") to Assignee all of Assignor's right, title and interest in and to all of the assets it owns, and the contractual and other rights it possesses, including any and all rights of Assignor as "Master Servicer" under the indentures relating to the securitization transactions effected by certain affiliates of Assignor as listed on Schedule A hereto, and all of the intangible assets held or controlled by Assignor, including but not limited to, (i) the name "J.G. Wentworth & Co.", (ii) all computer software (including the Wentworth Advanced Integrated Data Environment ("WAIDE") system) and customer lists, (iii) all of the other intellectual property (including, without limitation, trademarks, service marks, trade names, Internet domain names, designs, logos, slogans, and general intangibles of like nature, together with all goodwill, registrations and applications related to the foregoing; patents and industrial designs, including, without limitation, any continuations, divisionals, continuations-in-part, renewals, reissues, and applications for any of the foregoing; copyrights, including any registrations and applications for any of the foregoing; software and any computer programs, databases and compilations, websites, and documentation for the foregoing; trade secrets, technology, and other confidential information, know-how, proprietary processes, models, and methodologies; and the right to sue for infringement of any of the foregoing) held or controlled by the Assignor and (iv) those applications and registrations set forth on Attachment I hereto (collectively, the "Management Assets"), and Assignee desires to accept such sale, conveyance, transfer, assignment and delivery; and

WHEREAS, in connection with the Asset Contribution, the Assignor desires to sell, convey, transfer, assign and deliver to Assignee all of the claims, demands, obligations and liabilities of the Assignor (collectively, the "Liabilities") and all of the Assignor's covenants, agreements, commitments, duties and obligations under, in connection with or relating to such Liabilities, including any and all obligations of Assignor as Master Servicer under the Indentures relating to the securitization transactions effected by certain affiliates of Assignor; and

WHEREAS, the Board of Directors of Assignor and the Board of Managers of Assignee have each approved this Agreement and the transactions contemplated hereby.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Contribution of the Management Assets. Upon the terms of this Agreement, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to all of the Management Assets, including without limitation all causes of actions, claims and demands or other rights for, or arising from, any infringement, including past infringement, all rights of priority under any international conventions and any other international agreements to which the United States adheres, all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and all rights corresponding thereto throughout the world, effective as of the date hereof.

2. Acceptance. Assignee does hereby irrevocably accept such sale, conveyance, assignment, transfer and delivery of the Management Assets.

3. Assignment and Assumption of the Liabilities.

(a) Upon the terms of this Agreement, Assignor does hereby sell, convey, transfer, assign and deliver to Assignee all of Assignor's covenants, agreements, commitments, duties and obligations under, in connection with and relating to the Liabilities, effective on the date hereof.

(b) Assignee does hereby assume all of the Liabilities and all of Assignor's covenants, agreements, commitments, duties and obligations under, in connection with or relating to such Liabilities.

(c) Assignee covenants and agrees to pay, perform, discharge and satisfy when due all of Assignor's covenants, agreements, commitments, duties and obligations under, in connection with or relating to the Liabilities.

4. Further Assurances. Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Agreement.

5. Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to principles of conflicts of laws thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

ASSIGNOR:

J.G. WENTWORTH MANAGEMENT COMPANY, INC.

By: Randy Sellari
Name: *Randy Sellari*
Title: *President*

ASSIGNEE:

J.G. WENTWORTH MANAGEMENT COMPANY, LLC

By: Randy Sellari
Name: *Randy Sellari*
Title: *President*

STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Randy Sellari personally known to me to be the ~~President~~ *President* of J.G. Wentworth Management Company, Inc., a Pennsylvania corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand this 19 day of July, 2005.

Helen K. Hendon
Notary Public

My commission expires: July 1, 2008

ATTACHMENT I

REGISTERED TRADEMARKS AND APPLICATIONS

Country	Trademark	App. No/ Filing Date	Reg. No./ Issue Date
United States	J.G. WENTWORTH	75/225638 (1/14/1997)	2142341 (3/10/1998)
United States	W (stylized letters)	75/227004 (1/17/1997)	2146100 (3/24/1998)
United States	W.J.G. WENTWORTH	75/227003 (1/17/1997)	2142349 (3/10/1998)
United States	THE AMERICAN NOTEHOLDER CLUB	75/712677 (5/24/1999)	2344229 (4/18/2000)
United States	THE NATIONAL FUNDING CHRONICLE	75/289339 (5/9/1997)	2303199 (12/28/1999)
United States	AN AMERICAN FINANCIAL RESCUE	75/289677 (5/9/1997)	2264005 (7/27/1999)
United States	ANNUITY PURCHASE PROGRAM	78/638770 (5/27/2005)	
United States	ANNUITY PURCHASE PROGRAM	78/623076 (5/4/2005)	
United States	J.G. WENTWORTH ADVANCED FUNDING	75/640895 (2/4/1999)	

DOMAIN NAMES

Domain Name	Registration Date	Expiration Date
advancemysettlement.com	3/31/2004	3/31/2006
advanceyoursettlement.com	3/31/2004	3/31/2006
americansettlementfund.com	4/28/2004	4/28/2006
americansettlementfunding.com	4/28/2004	4/28/2006
americansettlementfunding.info	3/9/2005	3/9/2006
americansettlementgroup.com	4/28/2004	4/28/2006
cash4annuities.com	10/4/2001	10/4/2005
cash4futurepayments.com	10/4/2001	10/4/2005
cash4yournote.com	10/4/2001	10/4/2005
cashforperiodicpayments.com	10/4/2001	10/4/2005
Cashforsettlements.com	10/4/2001	10/4/2005
directcash4structuredsettlements.com	10/4/2001	10/4/2005
eblastmanager.com	6/15/2004	6/15/2006
federalsettlementgroup.com	10/4/2002	10/4/2005
jgwannuities.com	1/6/2005	1/6/2007
jgwfunding.com	8/24/1996	8/23/2005
Lumpsumpayments.com	10/4/2001	10/4/2005
paperrichcashpoor.com	10/4/2001	10/4/2005
restructuredsettlement.com	3/29/2004	3/29/2006
restructuredsettlements.com	4/19/2004	4/19/2006
settlementaccelerator.com	2/18/2004	2/18/2006

SCHEDULE A

Indentures:

Pooling and Servicing Agreement dated June 13, 1997, as supplemented by the Series 1997-1 Supplement dated as of June 13, 1997, by and among J. G. Wentworth Receivables I LLC ("Receivables I"), Assignor (successor in interest to J. G. Wentworth & Company, Inc.), as Initial Master Servicer, and DBTCA, as Trustee (successor to PNC Bank, National Association, Chase Manhattan Trust Company, N.A., The Chase Manhattan Bank and JPMorgan Chase Bank) (the "Receivables I Indenture").

Master Trust Indenture and Security Agreement dated September 30, 1997, as supplemented by the Series 1997-A Supplement dated September 30, 1997 and the Series 1998-1 Supplement dated April 2, 1998, by and among J. G. Wentworth Receivables III LLC ("Receivables III"), Assignor (successor in interest to J. G. Wentworth & Company, Inc.), as Initial Master Servicer, and DBTCA, as Trustee (successor to PNC Bank, National Association, Chase Manhattan Trust Company, N.A., The Chase Manhattan Bank and JPMorgan Chase Bank) (the "Receivables III Indenture").

Master Trust Indenture and Security Agreement dated December 23, 1998, as supplemented by the Series 1998-A Supplement dated December 23, 1998, by and among Receivables IV, Assignor, as Initial Master Servicer and DBTCA, as Trustee (successor to Chase Manhattan Trust Company, N.A., The Chase Manhattan Bank and JPMorgan Chase Bank) and MBIA, as Insurer (the "Receivables IV Indenture").

Master Trust Indenture and Security Agreement dated August 13, 2001, as supplemented by the Series 2001-A Supplement dated August 13, 2001, by and among Receivables V, Assignor, as Initial Master Servicer and DBTCA, as Trustee (successor to The Chase Manhattan Bank and JPMorgan Chase Bank) and MBIA, as Insurer (the "Receivables V Indenture").

Amended and Restated Master Trust Indenture and Security Agreement dated November 19, 2003 (amending and restating the Master Trust Indenture and Security Agreement dated November 26, 2002), as supplemented by the Series 2002-A Supplement dated November 26, 2002, the Series 2003-A Supplement dated November 19, 2003 and the Series 2004-A Supplement dated November 17, 2004 by and among Henderson I, Assignor, as Initial Master Servicer, DBTCA, as Trustee and Stand-by Servicer and MBIA, as Insurer (the "Henderson I Indenture").