

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.G. Wentworth S.S.C. Limited Partnership		05/06/2009	LIMITED PARTNERSHIP: NEVADA
RECEIVING PARTY DATA			
Name:	Wilmington Trust FSB, First Collateral Agent		
Street Address:	591Broadway		
Internal Address:	2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2142341	J.G. WENTWORTH	
Registration Number:	2146100	W	
Registration Number:	2142349	W J.G. WENTWORTH	
Registration Number:	2344229	THE AMERICAN NOTEHOLDER	
Registration Number:	3451292	J.G. WENTWORTH ANNUITY PURCHASE PROGRAM	
Registration Number:	3081062	J.G. WENTWORTH ADVANCED FUNDING	
Registration Number:	3518671	PV	
Registration Number:	3371063	PRESENT VALUE	
Registration Number:	3560429	IT'S MY MONEY AND I NEED IT NOW!	
Registration Number:	3560426	IT'S YOUR MONEY. USE IT WHEN YOU NEED IT.	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		

CH \$265.00 2142341

900133763

TRADEMARK
 REEL: 003985 FRAME: 0062

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	98007-005
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	05/11/2009

Total Attachments: 8

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AMENDED AND RESTATED FIRST LIEN TRADEMARK SECURITY AGREEMENT

Amended and Restated First Lien Trademark Security Agreement, dated as of May 6, 2009, (this "Agreement"), J.G. WENTWORTH S.S.C. LIMITED PARTNERSHP, a Nevada limited partnership, with offices located at 3993 Howard Hughes Parkway, Suite 250, Las Vegas, Nevada 89109 (the "Assignor") in favor of WILMINGTON TRUST FSB, with offices at 591 Broadway, 2nd Floor, New York, NY 10012 (successor to Deutsche Bank Trust Company Americas), in its capacity as Collateral Agent (in such capacity, the "Collateral Agent") pursuant to the First Lien Security Agreement (defined below).

W I T N E S S E T H:

WHEREAS, J.G. Wentworth, LLC, the Collateral Agent, and certain subsidiaries of J.G. Wentworth, LLC, including the Assignor, are parties to that certain First Lien Security Agreement, dated April 4, 2007 (the "First Lien Security Agreement");

WHEREAS, Assignor has previously executed and delivered that certain First Lien Trademark Security Agreement dated as of April 4, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "First Lien Trademark Security Agreement") in favor of Deutsche Bank Trust Company Americas, in its capacity as collateral agent (capitalized terms used herein and not otherwise defined have the meanings assigned to such terms in the First Lien Trademark Security Agreement) and initially recorded with the Assignment Branch of the United States Patent and Trademark Office at Reel 003516, Frame 0047 on April 5, 2007;

WHEREAS, pursuant to that certain Instrument of Resignation, Appointment, and Acceptance, dated as of May 1, 2009, (i) Deutsche Bank Trust Company Americas resigned, *inter alia*, as Collateral Agent under the First Lien Trademark Security Agreement and (ii) Wilmington Trust FSB succeeded to and become vested with all the rights, powers, privileges and duties of Collateral Agent under the First Lien Trademark Security Agreement;

NOW THEREFORE, in consideration of the foregoing and of the benefits accruing to the Assignor, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby makes the following representations and warranties to the Collateral Agent for the benefit of the Secured Creditors and hereby covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the First Lien Security Agreement and used herein have the meaning given to them in the First Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Subject to the terms of the First Lien Security Agreement, as security for the prompt and complete payment and performance when due of all of its Obligations, the Assignor does hereby assign and transfer unto the Collateral Agent, and does hereby pledge and grant to the Collateral Agent, for the

benefit of the Secured Creditors, a continuing security interest in all of the right, title and interest of the Assignor in, to and under all of the following:

- (a) the Marks of the Assignor listed on Schedule I attached hereto (the "Trademarks");
- (b) together with the registrations and right to all renewals thereof, the goodwill of the business of the Assignor symbolized by the Trademarks and all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same; and
- (c) all Proceeds and products of any and all of the foregoing (other than Excluded Property) (all of the above clause (a) to clause (c), the "Trademark Collateral").

SECTION 3. First Lien Security Agreement. The Assignor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral confirmed hereby are more fully set forth in the First Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement conflicts with the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall control.

SECTION 4. Termination.

- (a) After the Termination Date, this Agreement shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Assignor a proper instrument in writing in recordable form evidencing the release of the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under the First Lien Security Agreement and this Agreement.
- (b) In the event that any part of the Trademark Collateral is sold or otherwise disposed of to any Person other than a Credit Party which is not prohibited by the Credit Agreement, such Trademark Collateral will be automatically released from any Lien created hereby or under the Credit Agreement with no further action by the Collateral Agent and the Collateral Agent, at the request and expense of the Assignor, will execute and deliver such documentation, including termination or partial release statements and the like in connection therewith as the Assignor may reasonably request to evidence such release. Furthermore, upon the release of the Assignor from its guarantee obligations under the Credit Agreement in accordance with the provisions thereof, the Assignor (and the Trademark Collateral owned by the Assignor) shall be released from this Agreement.
- (c) At any time that the Assignor desires that the Collateral Agent take any action to acknowledge or give effect to any release of Trademark Collateral pursuant to the First Lien Security Agreement, the Assignor shall deliver to the Collateral Agent a certificate signed by a principal executive officer of the Assignor stating that the

release of the respective Trademark Collateral is permitted pursuant to the First Lien Security Agreement. If reasonably requested by the Collateral Agent (although the Collateral Agent shall have no obligation to make such request), the Assignor shall furnish appropriate legal opinions (from counsel, reasonably acceptable to the Collateral Agent) to the extent set forth in the First Lien Security Agreement.

- (d) The Collateral Agent shall have no liability whatsoever to any other Secured Creditor as the result of any release of Trademark Collateral by it in accordance with (or which the Collateral Agent in good faith believes to be in accordance with) this Agreement and the First Lien Security Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be delivered to the Borrower and the Collateral Agent. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest created hereby and granted to the Collateral Agent for the benefit of the Secured Parties, pursuant to this Agreement, and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Priming Loan Intercreditor Agreement (as defined in the First Lien Credit Agreement). In the event of any conflict or inconsistency between the provisions of the Priming Loan Intercreditor Agreement and this Agreement, the provisions of the Priming Loan Intercreditor Agreement shall control.

SECTION 7. GOVERNING LAW; SUBMISSION TO JURISDICTION; VENUE; WAIVER OF JURY TRIAL. (a) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE WHICH ARE LOCATED IN THE COUNTY OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE ASSIGNOR HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. THE ASSIGNOR HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER THE ASSIGNOR, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER THE ASSIGNOR. THE ASSIGNOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE

AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE ASSIGNOR AT ITS ADDRESS FOR NOTICES AS PROVIDED IN THE FIRST LIEN SECURITY AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. THE ASSIGNOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY OTHER CREDIT DOCUMENT THAT SUCH SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE COLLATERAL AGENT UNDER THIS AGREEMENT, OR ANY SECURED CREDITOR, TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE ASSIGNOR IN ANY OTHER JURISDICTION.

(b) THE ASSIGNOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (A) ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER CREDIT DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

[Signature page follows]

IN WITNESS WHEREOF, this Amended and Restated First Lien Trademark Security Agreement has been executed and delivered by the undersigned as of the date first written above.

J.G. WENTWORTH S.S.C. LIMITED
PARTNERSHIP

By: J.G. WENTWORTH STRUCTURED
SETTLEMENT FUNDING II, LLC,
AS ITS GENERAL PARTNER

By: _____

Name: David Miller
Title: CEO

Accepted and Agreed to:

WILMINGTON TRUST FSB,
as Collateral Agent

By: 

Name: BORIS TREYGER
Title: VICE PRESIDENT

SCHEDULE 1
to
First Lien Trademarks Security Agreement

Trademarks Registration:

Country	Trademark	App. No./ Filing Date	Reg. No./ Issue Date	Owner	Comments
United States	J.G. WENTWORTH	75/225638 (1/14/1997)	2142341 (3/10/1998)	J. G. Wentworth SSC Limited Partnership	Registered
United States	W (stylized letters)	75/227004 (1/17/1997)	2146100 (3/24/1998)	J. G. Wentworth SSC Limited Partnership	Registered
United States	W.J.G. WENTWORTH	75/227003 (1/17/1997)	2142349 (3/10/1998)	J. G. Wentworth SSC Limited Partnership	Registered
United States	THE AMERICAN NOTEHOLDER	75/712677 (5/24/1999)	2344229 (4/18/2000)	J. G. Wentworth SSC Limited Partnership	Registered
United States	J.G. WENTWORTH ANNUITY PURCHASE PROGRAM	78/908,421 (6/14/06)	3,451,292 (6/17/2008)	J.G. Wentworth SSC Limited Partnership	Registered
United States	J.G. WENTWORTH ADVANCED FUNDING	75/640895 (2/4/1999)	3,081,062 (4/18/06)	J. G. Wentworth SSC Limited Partnership	Registered
United States	PV and Design	78/720,537 (9/26/05)	3,518,671 (10/14/2008)	J. G. Wentworth SSC Limited Partnership	Registered
United States	PRESENT VALUE	78/720,459 (9/26/05)	3,371,063 (1/15/2008)	J. G. Wentworth SSC Limited Partnership	Registered
United States	IT'S MY MONEY AND I NEED IT NOW!	77/482,657 (5/23/2008)	3,560,429 (1/13/2009)	J. G. Wentworth SSC Limited Partnership	Registered
United States	IT'S YOUR MONEY. USE IT WHEN YOU NEED IT.	77/482,611 (5/23/2008)	3,560,426 (1/13/2009)	J. G. Wentworth SSC Limited Partnership	Registered