

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
Oasis Legal Finance Operating Company LLC		12/09/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bayside Finance, LLC		
Street Address:	1450 Brickell Avenue		
Internal Address:	31st Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3305665	OASIS LEGAL FINANCE	
CORRESPONDENCE DATA			
Fax Number:	(312)527-0484		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 840-7860		
Email:	CHGOIP@jenner.com		
Correspondent Name:	Mariann R. Murphy		
Address Line 1:	353 N. Clark Street		
Address Line 2:	Jenner & Block LLP		
Address Line 4:	Chicago, ILLINOIS 60654-3456		
ATTORNEY DOCKET NUMBER:	49015-10070		
NAME OF SUBMITTER:	Mariann R. Murphy		
Signature:	/Mariann R. Murphy/		

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REEL: 004432 FRAME: 0879

Date:

12/14/2010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 9, 2010 (this "Agreement"), by OASIS LEGAL FINANCE OPERATING COMPANY LLC, a Delaware limited liability company (the "Grantor"), in favor of BAYSIDE FINANCE, LLC, a Delaware limited liability company (the "Lender").

RECITALS

WHEREAS, the Grantor and certain affiliates of Grantor (collectively, the "Loan Parties"), have entered into a Credit Agreement dated as of December 9, 2010 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Lender, pursuant to which the Lender provides a credit facility to the Grantor;

WHEREAS, the Lender is willing to make an extension of credit to the Grantor as provided in the Credit Agreement, upon the condition that, among others, the Loan Parties shall have entered into that certain Security Agreement dated as of December 9, 2010 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), between the Loan Parties and the Lender; and

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to enter into this Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor hereby grants to the Lender, a lien on and security interest in and to all of the Grantor's right title and interest in the following, whether now owned by the Grantor or hereafter acquired and whether now existing or hereafter coming into existence and wherever located (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all licenses related to any of the foregoing, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed in Schedule 1 attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for

past, present and future infringements of any of the foregoing, and all other rights arising therefrom or pertaining thereto;

(b) all books and records pertaining to any of the foregoing;

(c) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(d) all general intangibles and all intangible intellectual or other similar property of Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(e) all Proceeds and products of any of the foregoing and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Trademark Collateral.

3. **AUTHORIZATION TO FILE & SUPPLEMENT.** Notwithstanding anything to contrary in this Agreement or the Security Agreement, Lender may record this Agreement, an abstract thereof, or any other document describing Lender's interest in the Trademark Collateral with the United States Patent and Trademark Office, at the expense of Grantor. If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor authorizes Lender to modify this Agreement by amending Schedule 1 to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.


4. The security interests granted to the Lender pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Collateral Agreement and are not intended to increase the rights of the Lender or the obligations of the Grantor beyond the rights and obligations contained in the Collateral Agreement, subject to Section 3 of this Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first written above.

OASIS LEGAL FINANCE OPERATING
COMPANY LLC, the Grantor

By: Oasis Legal Finance Holding Company LLC,
its Manager

By: 
Name: Gary Chodes
Title: Chief Executive Officer

ACKNOWLEDGED:

BAYSIDE FINANCE, LLC,
the Lender

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first written above.


OASIS LEGAL FINANCE OPERATING
COMPANY LLC, the Grantor

By: Oasis Legal Finance Holding Company LLC,
its Manager

By: _____
Name: Gary Chodes
Title: Chief Executive Officer

ACKNOWLEDGED:

BAYSIDE FINANCE, LLC,
the Lender

By: 
Name: Tony Tamer
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
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Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
OASIS LEGAL FINANCE	3305665	10/09/07

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPL. NO.</u>	<u>DATE</u>
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