

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oasis Legal Finance Operating Company, LLC		05/18/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FIRSTMERIT BANK, N.A.		
Street Address:	101 North Wacker Drive, Suite 160		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3305665	OASIS LEGAL FINANCE	
CORRESPONDENCE DATA			
Fax Number:	(414)297-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414-271-2400		
Email:	jvandenplas@foley.com		
Correspondent Name:	Nathaniel Blair		
Address Line 1:	Foley & Lardner LLP		
Address Line 2:	777 E. Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	098285-0102		
NAME OF SUBMITTER:	Jennifer Vandenplas		
Signature:	/Jennifer Vandenplas/		

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**TRADEMARK
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Date:

05/20/2011

Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of May 18, 2011 (this "Agreement"), by OASIS LEGAL FINANCE OPERATING COMPANY LLC, a Delaware limited liability company (the "Grantor"), in favor of FIRSTMERIT BANK, N.A., a national banking association, as Administrative Agent for the Lenders from time to time party to the Credit Agreement referred to below (the "Agent").

RECITALS

WHEREAS, the Grantor and Oasis Legal Finance, LLC (collectively, the "Companies"), have entered into a Second Amended and Restated Credit Agreement dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Agent and the Lenders from time to time party thereto pursuant to which the Lenders provide a credit facility to the Companies;

WHEREAS, the Grantor has entered into that certain Second Amended and Restated Security Agreement dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Companies, Oasis Legal Finance Holding Company LLC and the Agent;

WHEREAS, the Grantor has entered into that certain Trademark Security Agreement dated as of December 9, 2010 (the "Existing Trademark Security Agreement"), between the Grantor and FirstMerit Bank, N.A.; and

WHEREAS, to induce the Lenders to enter into the Credit Agreement and make available the credit facilities thereunder, the Grantor has agreed to amend and restate the terms of the Existing Trademark Security Agreement as provided herein.

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 Security 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 Liabilities, the Grantor hereby grants to the Agent, for the benefit of the Secured Parties, 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 the Agent 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 the contrary in this Agreement or the Security Agreement, the Agent may record this Agreement, an abstract thereof, or any other document describing the Agent'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 the Agent 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 the Agent 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 the Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.

4. The security interests granted to the Agent pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and are not intended to increase the rights of the Agent or the obligations of the

Grantor beyond the rights and obligations contained in the Security Agreement, subject to Section 3 of this Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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:

FIRSTMERIT BANK, N.A.,
as Agent

By: _____
Name: Matthew W. Harnam
Title: Vice President

[Signature Page to Amended and Restated Trademark Security Agreement]

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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:

FIRSTMERIT BANK, N.A.,
as Agent

By: 
Name: Matthew W. Hannam
Title: Vice President

[Signature Page to Amended and Restated Trademark Security Agreement]

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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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