

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pre-Paid Legal Services, Inc.		06/30/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as collateral agent		
Street Address:	200 Bay Street, 12th Floor		
Internal Address:	South Tower		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J2W7		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3902457	ADRS AFFIRMATIVE DEFENSE RESPONSE SYSTEM JUSTICE FOR ALL	
Registration Number:	3902458	AFFIRMATIVE DEFENSE RESPONSE SYSTEM	
Registration Number:	3354012	LIFE EVENTS LEGAL PLAN	
Registration Number:	2946702	PPL LEGACY	
Registration Number:	2918346	PRE-PAID LEGAL SERVICES "JUSTICE FOR ALL"	
Registration Number:	3212919	YOUR LIFE EVENTS LEGAL PLAN	
Registration Number:	1168829	PRE-PAID LEGAL SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP, c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th fl		

OP \$190.00 3902457

900196175

TRADEMARK  
 REEL: 004575 FRAME: 0462

Address Line 2: (042230-0049)  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	(042230-0049)
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DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Adam Kummins
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Signature:	/Adam Kummins/
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Date:	07/05/2011
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Total Attachments: 6

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**TRADEMARK SECURITY AGREEMENT**

**GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of June 30, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Royal Bank of Canada, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, MidOcean PPL Holdings Corp., a Delaware corporation, PPL Acquisition Corp., a Delaware corporation, and Pre-Paid Legal Services, Inc., a Delaware corporation, have entered into a Credit Agreement, dated as of June 30, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto, Macquarie Capital (USA) Inc., RBC Capital Markets, KeyBank National Association and The Governor and Company of the Bank of Ireland, as joint lead arrangers, Macquarie Capital (USA) Inc. and RBC Capital Markets, as joint bookrunners, Macquarie Capital (USA) Inc. and KeyBank National Association, as co-syndication agents, The Governor and Company of the Bank of Ireland, as documentation agent, and Royal Bank of Canada, as administrative agent and as collateral agent;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of **June 30**, 2011, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"); and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in all Intellectual Property of the Grantors, including the Trademark Collateral (as defined below), to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office;

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

SECTION 1. Defined Terms. Capitalized terms used herein without definition have the meanings given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and to, and continuing lien on, all of such Grantor's right, title and interest in and to the following, in each case, wherever the same may be located and whether now owned or existing or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(i) all United States trademarks, service marks, trade names, corporate names, company names, business names, trade dress, fictitious business names, trade styles, logos, or other indicia of origin or source or business identification, Internet domain names, trademark and service mark registrations and recordings, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions and other violations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the foregoing, and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above; *provided, however*, that notwithstanding anything herein to the contrary, in no event shall the security interest granted hereunder attach to any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act, solely to the extent, if any, and solely during the period, if any, in which the grant of a security interest therein would void said application or impair the validity or enforceability of any registration issuing therefrom.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

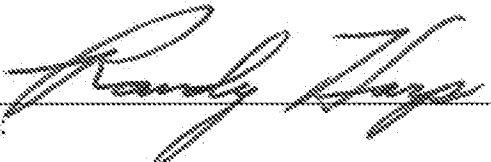
SECTION 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of law principles that would result in the application of any law other than the law of the State of New York.

SECTION 6. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

SECTION 7. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any necessary or desirable actions in connection with the Trademark Collateral subject to the rights of the Secured Parties and the Collateral Agent exercised upon Event of Default.

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date first above written.

PRE-PAID LEGAL SERVICES, INC.




By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ROYAL BANK OF CANADA,**  
as Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: Susan Khokher  
Manager, Agency

## U.S. Trademarks Registrations and Applications

## TRADEMARKS

Jurisdiction	Trademark	App./Reg. No. App./Reg. Date	Status	Class	Owner Name
U.S. Federal	ADRS AFFIRMATIVE DEFENSE RESPONSE SYSTEM JUSTICE FOR ALL 	3902457 1-JAN-2011	Registered	41	Pre-Paid Legal Services, Inc.
U.S. Federal	AFFIRMATIVE DEFENSE RESPONSE SYSTEM	3902458 1-JAN-2011	Registered	41	Pre-Paid Legal Services, Inc.
U.S. Federal	LIFE EVENTS LEGAL PLAN	3354012 11-DEC-2007	Registered	36	Pre-Paid Legal Services, Inc.
U.S. Federal	PPL LEGACY	2946702 03-MAY-2005	Registered	9	Pre-Paid Legal Services, Inc.
U.S. Federal	PRE-PAID LEGAL SERVICES "JUSTICE FOR ALL"  Pre-Paid Legal Services	2918346 8-JAN-2005	Registered (Renewal filed)	35	Pre-Paid Legal Services, Inc.
U.S. Federal	YOUR LIFE EVENTS LEGAL PLAN	3212919 27-FEB-2007	Registered	36	Pre-Paid Legal Services, Inc.
U.S. Federal	PRE-PAID LEGAL SERVICES  PRE-PAID LEGAL SERVICES	1168829 08-SEP-1981	Registered Supplemental Register (Renewed)	36	Pre-Paid Legal Services, Inc.
U.S. State South Carolina	PROFESSIONAL MOTOR SERVICE CLUB	11403 N/A	Registered (Renewed)	42	American Legal Services Inc Ada