

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, N.A.	FORMERLY Wilmington Trust FSB	07/11/2011	National Banking Association: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	J.G. Wentworth S.S.C. Limited Partnership
<b>Street Address:</b>	201 King of Prussia Road
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Radnor
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19087
<b>Entity Type:</b>	LIMITED PARTNERSHIP: NEVADA

**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: (215)851-1420

**900196671**

**TRADEMARK  
 REEL: 004579 FRAME: 0740**

**OP \$265.00 2142341**

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

Phone: 215-851-8100  
Email: cnye@reedsmith.com  
Correspondent Name: Jeffrey A. Porter  
Address Line 1: P.O. Box 7990  
Address Line 2: Intellectual Property  
Address Line 4: Philadelphia, PENNSYLVANIA 19101-7990

ATTORNEY DOCKET NUMBER:	854933.20081
NAME OF SUBMITTER:	Jeffrey A. Porter
Signature:	/Jeffrey A. Porter/
Date:	07/11/2011

**Total Attachments: 5**

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## TERMINATION AND RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENT

This Termination and Release of Trademark Security Agreement (this "Termination and Release"), entered into as of the 11th day of July, 2011, by and between (i) J.G. Wentworth S.S.C., Limited Partnership, a Nevada limited partnership ("SSC"), and (ii) Wilmington Trust, N.A. (as successor to Wilmington Trust FSB), in its capacity as Collateral Agent (in such capacity, the "Collateral Agent") pursuant to the First Lien Trademark Security Agreement (defined below). Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the First Lien Trademark Security Agreement.

### RECITALS

A. SSC 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 "Original First Lien Trademark Security Agreement"), in favor of Deutsche Bank Trust Company Americas, in its capacity as collateral agent (in such capacity, the "Original Collateral Agent") which was recorded with the United States Patent and Trademark Office at Reel 003516, Frame 0047 on April 5, 2007.

B. Pursuant to the Original First Lien Trademark Security Agreement, SSC assigned and transferred unto the Original Collateral Agent, and pledged and granted to the Original Collateral Agent a continuing security interest in, all of the right, title and interest of SSC in, to and under all (a) the trademarks of SSC listed on the schedule attached thereto; (b) together with the goodwill associated with such trademarks; and (c) all proceeds of any and all of the foregoing (other than excluded property).

C. The Original First Lien Security Agreement was executed and delivered pursuant to that certain First Lien Credit Agreement, dated as of April 4, 2007, by and among J.G. Wentworth, LLC, a Delaware limited liability company (the "Borrower"), the lenders party thereto, Deutsche Bank Trust Company Americas, as administrative agent, and the other parties named therein (as the same may have been amended, supplemented or otherwise modified, the "Credit Agreement") and that certain First Lien Security Agreement, dated as of April 4, 2007, by and among the Borrower, certain subsidiaries of the Borrower (including SSC) and Deutsche Bank Trust Company Americas, as collateral agent (as the same may have been amended, supplemented or otherwise modified, the "Security Agreement").

D. 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 Original Collateral Agent under the Original First Lien Trademark Security Agreement and (ii) the Collateral Agent succeeded to and became vested with all the rights, powers, privileges and duties of Collateral Agent under the Original First Lien Trademark Security Agreement.

E. The Collateral Agent and SSC subsequently amended and restated the Original Trademark Security Agreement in its entirety by entering into that certain Amended and Restated First Lien Trademark Security Agreement, dated as of May 6, 2009 (as the same may

be amended, restated, supplemented or otherwise modified from time to time, the “First Lien Trademark Security Agreement”), which was recorded at the United States Patent and Trademark Office on May 11, 2009, at Reel 003985, Frame 0062.

F. Pursuant to the First Lien Trademark Security Agreement, SSC assigned and transferred unto the Collateral Agent, and pledged and granted to the Collateral Agent a continuing security interest in, all of the right, title and interest of SSC in, to and under all (a) the Marks 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”).

G. All rights and obligations of the Collateral Agent under the First Lien Trademark Security Agreement, the Credit Agreement and the Security Agreement have terminated pursuant to that certain payoff letter dated June 4, 2009.

H. The Collateral Agent and SSC desire to terminate the First Lien Trademark Security Agreement.

*NOW, THEREFORE*, the parties agree as follows:

1. The Collateral Agent hereby terminates, releases, and discharges fully its security interest in any and all of SSC’s right, title and interest in, to and under the Trademark Collateral.

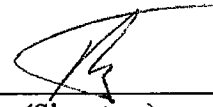
2. The Collateral Agent hereby authorizes SSC or SSC’s authorized representatives to (a) record this Termination and Release with the United States Patent and Trademark Office, (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of any security interest of the Collateral Agent in the Trademark Collateral and/or (c) otherwise record or file this Termination and Release with the applicable governmental office or agency.

3. The Collateral Agent shall, at the expense of Management, promptly execute and deliver such documents, instruments and agreements and take such other actions as counsel to Management reasonably requests to effect the purposes of this Termination and Release, including, without limitation, the release of security interests and liens, in each case, in form and substance reasonably satisfactory to Management and the Collateral Agent.

(Signature Page Follows)

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release of Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Wilmington Trust, N.A. (as successor to  
Wilmington Trust FSB),  
As Collateral Agent

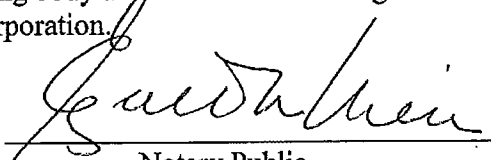
By   
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Boris Treyger  
(Printed / Typed Name)

\_\_\_\_\_  
Vice President  
(Printed / Typed Title)

State of New York            )  
  ) ss.  
County of New York         )

On this, the 8<sup>th</sup> day of July, 2011, before me personally appeared Boris Treyger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Wilmington Trust, N.A. (as successor to Wilmington Trust FSB), as Collateral Agent, who being by me duly sworn did depose and say that he is an authorized officer of said entity, that said instrument was signed on behalf of said entity as authorized by its governing body and that he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

In witness whereof, I hereunto set my hand and official seal.  
(NOTARIAL SEAL)

**ELIZABETH WILMS**  
Notary Public - State of New York  
No. 01W16210977  
Qualified in Kings County  
My Commission Expires September 8, 2013

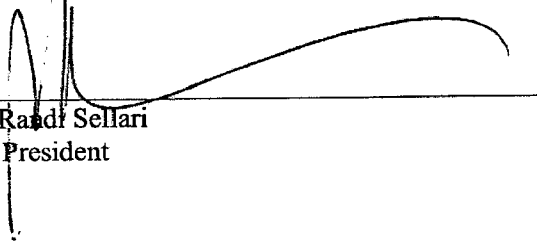
(Signature Page to Wilmington Trust Trademark Termination and Release)

**ACCEPTED AND AGREED AS OF  
THE DATE FIRST ABOVE WRITTEN**

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

By: J.G. Wentworth Structured Settlement Funding II,  
LLC, as its General Partner

By: \_\_\_\_\_  
Name: Randi Sellari  
Title: President



*(Signature Page to Wilmington Trust Trademark Termination and Release)*

## SCHEDULE I

### A. Registrations

	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Description of Interest</u>
1.	J.G. WENTWORTH	2,142,341	March 10, 1998	Security Interest (May 11, 2009)
2.	W (Stylized)	2,146,100	March 24, 1998	Security Interest (May 11, 2009)
3.	W J.G. WENTWORTH	2,142,349	March 10, 1998	Security Interest (May 11, 2009)
4.	THE AMERICAN NOTEHOLDER	2,344,229	April 18, 2000	Security Interest (May 11, 2009)
5.	J.G. WENTWORTH ANNUITY PURCHASE PROGRAM	3,451,292	June 17, 2008	Security Interest (May 11, 2009)
6.	J.G. WENTWORTH ADVANCED FUNDING	3,081,062	April 18, 2006	Security Interest (May 11, 2009)
7.	PV and Design	3,518,671	October 14, 2008	Security Interest (May 11, 2009)
8.	PRESENT VALUE	3,371,063	January 15, 2008	Security Interest (May 11, 2009)
9.	IT'S MY MONEY AND I NEED IT NOW!	3,560,429	January 13, 2009	Security Interest (May 11, 2009)
10.	IT'S YOUR MONEY. USE IT WHEN YOU NEED IT.	3,560,426	January 13, 2009	Security Interest (May 11, 2009)