

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
Peach Holdings, LLC		07/12/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cantor Fitzgerald Securities		
Street Address:	110 East 59th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	General Partnership: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85238948	PEACHTREE FINANCIAL SOLUTIONS	
Serial Number:	85240262	PEACHTREE FINANCIAL SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(212)938-3856		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212.508.6156		
Email:	william.ebert@bgllp.com		
Correspondent Name:	William H. Ebert		
Address Line 1:	1251 Avenue of the Americas		
Address Line 2:	49th Floor		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	066185.01		
NAME OF SUBMITTER:	Ryan D. Gum		
Signature:	/Ryan D. Gum/		

OP \$65.00 85238948

TRADEMARK

Date:

07/12/2011

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of July 12, 2011, is entered into by and among each of the signatories hereto (collectively, the “Grantors”) and Cantor Fitzgerald Securities (as successor to JPMorgan Chase Bank, N.A. (as successor to Bear Stearns Corporate Lending Inc.)), as Collateral Agent (in such capacity, the “Assignee”) for the benefit of the Secured Parties (as defined in the Amended and Restated Security Agreement (as defined below)) pursuant to that certain Amended and Restated Guarantee and Collateral Agreement, dated as of July 12, 2011, between the Assignee, the Grantors and each of the other “Grantors” (as defined therein) party thereto (as may be hereafter further amended, amended and restated, supplemented or otherwise modified from time to time, the “Amended and Restated Security Agreement”), and pursuant to that certain Amended and Restated Credit Agreement, dated as of July 12, 2011 (as may be hereafter further amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Amended and Restated Credit Agreement”), among J.G. WENTWORTH, LLC, a Delaware limited liability company, ORCHARD ACQUISITION COMPANY, LLC (formerly known as Orchard Acquisition Company, a Delaware corporation), a Delaware limited liability company, PEACHHI LLC (formerly known as Peach Holdings, Inc., a Florida corporation), a Delaware limited liability company, the several banks and other financial institutions or entities from time to time parties thereto, and Cantor Fitzgerald Securities (as successor to JPMorgan Chase Bank, N.A. (as successor to Bear Stearns Corporate Lending Inc.)), as administrative agent.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Amended and Restated Security Agreement or the Amended and Restated Credit Agreement, as applicable.

WHEREAS, pursuant to the Amended and Restated Security Agreement, each Grantor is granting a security interest to the Assignee in certain Collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Grantors and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Each Grantor hereby grants to Assignee, for the benefit of the Secured Parties, a security interest in all Trademarks (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed) now owned or at any time hereafter acquired by such Grantor in which such Grantor has any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by

acceleration or otherwise) of all of the Obligations (as defined in the Amended and Restated Security Agreement).

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's Trademarks that are issued by or registered with, or for which an application seeking such issuance or registration has been filed with the United States Patent and Trademark Office as of the date hereof (other than Trademarks with respect to which a filing has already been made in favor of the Assignee (or its predecessor in interest)).

(c) The security interest granted hereby is granted in conjunction with the security interest granted to the Assignee under the Amended and Restated Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement (which is deemed incorporated by reference herein). In the event that any provisions of this Agreement are in conflict with the Amended and Restated Security Agreement, the provisions of the Amended and Restated Security Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Amended and Restated Credit Agreement.

3. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Successors and Assigns

This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Secured Parties and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Assignee and (other than as provided in Section 8.4 of the Amended and Restated Credit Agreement), unless so consented to, each such assignment, transfer or delegation by any Grantor shall be void.

5. Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

J.G. Wentworth, LLC

By: 

Name: Randi Sellari

Title: President

[Signature Page to Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 004580 FRAME: 0855

J.G. Wentworth S.S.C. Limited
Partnership

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

By: Rebecca Howell

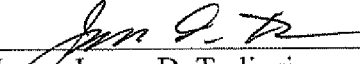
Name: Rebecca Howell

Title: Vice President

[Signature Page to Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 004580 FRAME: 0856

Peach Holdings, LLC

By: 
Name: James D. Terlizzi
Title: Chief Executive Officer

[Signature Page to Amended and Restated Trademark Security Agreement]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

CANTOR FITZGERALD SECURITIES,
as Collateral Agent

By: _____
Name:
Title:


James Bond
Chief Operating Officer



[Signature Page to Amended and Restated Trademark Security Agreement]

Peach

Schedule A to TRADEMARK SECURITY AGREEMENT

<u>Trademarks Name</u>	<u>Serial No.</u>	<u>Date of Issuance of Registration</u>	<u>Registration No.</u>	<u>Grantor</u>
Peachtree Financial Solutions (words)	85/238,948	Filed February 10, 2011	pending	Peach Holdings, LLC
Peachtree Financial Solutions (with Leaf Background) (logo)	85/240,262	Filed February 11, 2011	pending	Peach Holdings, LLC
IT'S MY MONEY AND I NEED IT NOW!	77/482657	January 13, 2009	3,560,429	J.G. Wentworth S.S.C. Limited Partnership
IT'S YOUR MONEY. USE IT WHEN YOU NEED IT.	77/482611	January 13, 2009	3,560,426	J.G. Wentworth S.S.C. Limited Partnership
J.G. WENTWORTH	75/225,638	March 10, 1998	2,142,341	J.G. Wentworth S.S.C. Limited Partnership
J.G. WENTWORTH ¹	1,510,938	tbd	tbd	J.G. Wentworth S.S.C. Limited Partnership
J.G. WENTWORTH & W Design	75/227,003	March 10, 1998	2,142,349	J.G. Wentworth S.S.C. Limited Partnership
J.G. WENTWORTH ADVANCED FUNDING	75/640,895	April 18, 2006	3,081,062	J.G. Wentworth S.S.C. Limited Partnership
J.G. WENTWORTH ANNUITY PURCHASE PROGRAM	78/908,421	June 17, 2008	3,451,292	J.G. Wentworth S.S.C. Limited Partnership
J.G. WENTWORTH MORTGAGE COMPANY	85/241,814	tbd	tbd	J.G. Wentworth, LLC
PRESENT VALUE	78/720,459	January 15, 2008	3,371,063	J.G. Wentworth S.S.C. Limited Partnership
PV & Design	78/720,537	October 14, 2008	3,518,671	J.G. Wentworth S.S.C. Limited Partnership
STRUCTURED SETTLEMENT AUTHORITY	85/110,587	April 5, 2011	3,940,887	J.G. Wentworth S.S.C. Limited Partnership
THE AMERICAN NOTEHOLDER	75/712,677	April 18, 2000	2,344,229	J.G. Wentworth S.S.C. Limited Partnership

¹ Canadian trademark application.

<u>Trademarks Name</u>	<u>Serial No.</u>	<u>Date of Issuance of Registration</u>	<u>Registration No.</u>	<u>Grantor</u>
W Design	75/227,004	March 24, 1998	2,146,100	J.G. Wentworth S.S.C. Limited Partnership