

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pre-Paid Legal Services, Inc.		07/01/2013	CORPORATION: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	4th Floor, 20 King Street West		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4325139	LEGALSHIELD	
Registration Number:	4302873	LEGALSHIELD	
Registration Number:	3902457	ADRS AFFIRMATIVE DEFENSE RESPONSE SYSTEM	
Registration Number:	3902458	AFFIRMATIVE DEFENSE RESPONSE SYSTEM	
Registration Number:	3354012	LIFE EVENTS LEGAL PLAN	
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	
Serial Number:	85384905	LEGALSHIELD	
Serial Number:	85418553	TOTAL ACCESS. TOTAL FREEDOM.	
Serial Number:	85660110	PW PLATINUM WORLD	
Serial Number:	85660108	PLATINUM WORLD	
CORRESPONDENCE DATA			

OP \$315.00 4325139

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-701-3231

Email: david.adams@thomsonreuters.com

Correspondent Name: Nicole Piazza

Address Line 1: 80 Pine Street

Address Line 4: New York, NEW YORK 10005

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Nicole Piazza

Signature:

/David Adams TR/

Date:

07/03/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of July 1, 2013 (this "Agreement"), among PRE-PAID LEGAL SERVICES, INC., an Oklahoma corporation (the "Grantor") and ROYAL BANK OF CANADA, as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Second Lien Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated July 1, 2013, among MIDOCEAN PPL HOLDINGS CORP., a Delaware corporation ("Holdings"), the Grantor, as the borrower, the Lenders party thereto and the Administrative Agent and (b) the Second Lien Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantor, Holdings, the other grantors from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is the borrower under the Credit Agreement and the Collateral Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under the trademarks and trademark applications listed on Schedule I attached hereto, including all Proceeds and products thereof and all rights to sue for past, present and future infringements, misappropriations or violations thereof (the "Trademark Collateral"). This Agreement shall not be deemed to grant a security interest in any trademark application filed on an intent-to-use basis to the extent a security interest is not permitted to attach thereto under the Collateral Agreement.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. The security interest granted herein shall terminate and be released at the time and in the manner set forth in Section 9.15 of the Credit Agreement and, at such time, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

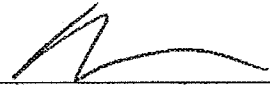
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PRE-PAID LEGAL SERVICES, INC. (d/b/a
LEGALSHIELD), as a Grantor

By: _____
Name: _____
Title: _____

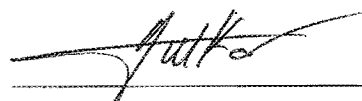
A handwritten signature in black ink, consisting of a stylized 'A' followed by a horizontal line.

Signature Page to LegalShield Second Lien Trademark Security Agreement


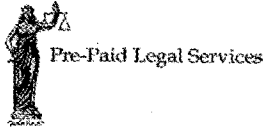
TRADEMARK
REEL: 005063 FRAME: 0150

ROYAL BANK OF CANADA, as Administra-
tive Agent

By:
Name:
Title:


Rodica Dutka
Manager, Agency

TRADEMARK COLLATERAL

OWNER	REG. NUMBER/DATE (APP. NUMBER/DATE)	TRADEMARK
Pre-Paid Legal Services, Inc.	(85384905) (July 29, 2011)	LEGALSHIELD
Pre-Paid Legal Services, Inc.	4325139 April 23, 2013	LEGALSHIELD
Pre-Paid Legal Services, Inc.	(85418553) (September 9, 2011)	TOTAL ACCESS. TOTAL FREEDOM.
Pre-Paid Legal Services, Inc.	4302873 March 12, 2013	LEGALSHIELD
Pre-Paid Legal Services, Inc.	(85660110) (June 25, 2012) ITU	PW PLATINUM WORLD
Pre-Paid Legal Services, Inc.	(85660108) (June 25, 2012) ITU	PLATINUM WORLD
Pre-Paid Legal Services, Inc.	3902457 11-JAN-2011	ADRS AFFIRMATIVE DEFENSE RESPONSE SYSTEM JUSTICE FOR ALL 
Pre-Paid Legal Services, Inc.	3902458 11-JAN-2011	AFFIRMATIVE DEFENSE RESPONSE SYSTEM
Pre-Paid Legal Services, Inc.	3354012 11-DEC-2007	LIFE EVENTS LEGAL PLAN
Pre-Paid Legal Services, Inc.	2918346 18-JAN-2005	PRE-PAID LEGAL SERVICES "JUSTICE FOR ALL" 
Pre-Paid Legal Services, Inc.	3212919 27-FEB-2007	YOUR LIFE EVENTS LEGAL PLAN
Pre-Paid Legal Services, Inc.	1168829 08-SEP-1981	PRE-PAID LEGAL SERVICES 