

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OASIS LEGAL FINANCE OPERATING COMPANY LLC		09/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THL CORPORATE FINANCE, INC., AS AGENT		
<b>Street Address:</b>	100 Federal Street, 31st Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3305665	OASIS LEGAL FINANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	73675/001		
<b>NAME OF SUBMITTER:</b>	Christine Slattery		
<b>Signature:</b>	/Christine Slattery/		

CH \$40.00 3305665

Date:

10/01/2013

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2013 (this "Agreement"), is executed by and between OASIS LEGAL FINANCE OPERATING COMPANY LLC, a Delaware limited liability company (the "Grantor"), in favor of THL CORPORATE FINANCE, INC., as administrative agent ("Agent") for the benefit of the Lenders.

### RECITALS

WHEREAS, the Grantor and Oasis Legal Finance, LLC, a Delaware limited liability company (collectively, the "Loan Parties"), have entered into a Credit Agreement, dated as of September 30, 2013 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the lenders party thereto from time to time (collectively, the "Lenders") and the Agent, pursuant to which the Lenders have agreed make extensions of credit to the Loan Parties;

WHEREAS, the Lenders are willing to make such extensions of credit to the Loan Parties as provided in the Credit Agreement, subject to the condition that, among others, the Loan Parties shall have entered into that certain Security Agreement, dated as of September 30, 2013 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), between the Loan Parties and the Agent; and

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to enter into this Trademark Security 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 Collateral 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 Secured Obligations, the Grantor hereby grants to the Agent, 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 and extensions 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 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 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 Grantor's reasonable expense. If the Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. The 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 the Grantor's obligations under this Section, the 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. **COLLATERAL AGREEMENT.** 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 Collateral 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 Collateral 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **GRANTOR REMAINS LIABLE.** Except as otherwise set forth in the Collateral Agreement, the Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral subject to a security interest hereunder.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or other electronic imaging means (including by .pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.

7. TERMINATION OF THE AGREEMENT. This Agreement shall terminate upon the release of the Collateral from the Liens pursuant to the Credit Agreement and the Collateral Agreement.

8. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto and all claims and controversies arising out of the subject matter hereof whether sounding in contract law, tort or otherwise shall be governed, and shall be construed and enforced in accordance with, the laws of the State of New York, without giving effect to any law, rule, provision or principle of conflicts of laws that would cause the laws of any jurisdiction other than the State of New York to be applied (other than any mandatory provisions of the uniform commercial code relating to the law governing perfection and the effect of perfection of a security interest) and shall be binding upon the Agent's representatives, successors, assigns and transferees.

9. SENIOR DEBT SUBORDINATION AGREEMENT. Notwithstanding anything herein to the contrary, the rights granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Senior Debt Subordination Agreement.

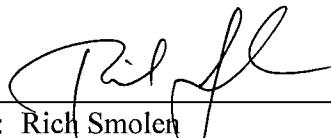
*[Signature Page Follows]*

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.

**GRANTOR:**

**OASIS LEGAL FINANCE OPERATING  
COMPANY LLC**

By: Oasis Legal Finance Holding Company LLC,  
its Manager

By:   
Name: Rich Smolen  
Title: Vice President of Finance

ACKNOWLEDGED:

**AGENT:**

**THL CORPORATE FINANCE, INC.**

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

*[Signature to Trademark Security Agreement]*

**TRADEMARK  
REEL: 005120 FRAME: 0918**

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.

**GRANTOR:**

**OASIS LEGAL FINANCE OPERATING  
COMPANY LLC**

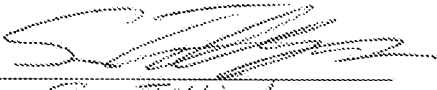
By: Oasis Legal Finance Holding Company LLC,  
its Manager

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

ACKNOWLEDGED:

**AGENT:**

**THL CORPORATE FINANCE, INC.**

By:   
Name: *Sam Tillinghast*  
Title: *Co-President*

*[Signature to Trademark Security Agreement]*

Schedule 1  
to Trademark  
Security Agreement

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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