

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397985

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oasis Legal Finance Operating Company LLC		09/09/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Huntington National Bank		
Street Address:	222. N. LaSalle Street		
Internal Address:	12th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3305665	OASIS LEGAL FINANCE	
Registration Number:	4889677	OASIS	
Registration Number:	4990045	OASIS FINANCIAL BECAUSE LIFE MOVES FASTE	
Registration Number:	4990044	OASIS FINANCIAL BECAUSE LIFE MOVES FASTE	
Registration Number:	4241137	TAKE THE STING OUT OF TAX TIME!	
Registration Number:	4241016		
Registration Number:	4236554	TAXHORN	
Serial Number:	86793692	OASIS STRUCTURED SETTLEMENTS	
Serial Number:	86793653	OASIS LOANS	
Serial Number:	86974469	OASIS CASH	
Serial Number:	86974416	OASIS FINANCIAL	
CORRESPONDENCE DATA			
Fax Number:	4142974900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	414 271-2400		
Email:	ipdocketing@foley.com, jrodriguez@foley.com		
Correspondent Name:	Maximilian W. Traut Foley & Lardner LLP		

OP \$290.00 3305665

Address Line 1: 777 East Wisconsin Avenue
Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER: Maximilian W. Traut

SIGNATURE: /s/ Max Traut

DATE SIGNED: 09/09/2016

Total Attachments: 7

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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of September 9, 2016 (this "Agreement"), by and among Oasis Legal Finance Holding Company, LLC, a Delaware limited liability company ("Holdings"), Oasis Legal Finance Operating Company, LLC, a Delaware limited liability company, ("OLF Operating Company"), Oasis Legal Finance, LLC, a Delaware limited liability company ("OLF"), and OFLC, LLC, a Delaware limited liability company ("OFLC"), and together with Holdings, OLF Operating Company and OLF, the "Grantors", and each individually, a "Grantor", in favor of The Huntington National Bank, a national banking association, as Administrative Agent for the Lenders from time to time party to the Credit Agreement referred to below (the "Agent").

RECITALS

WHEREAS, the Grantors and Oasis Merger Sub, LLC ("Merger Sub", and together with the Grantors, the "Companies") have entered into a Fifth Amended and Restated Credit Agreement dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Agent and the Lenders from time to time party thereto pursuant to which the Lenders provide a credit facility to the Companies;

WHEREAS, the Grantors have entered into that certain Third Amended and Restated Security Agreement dated as of even date herewith between the Grantors and Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, OLF Operating Company entered into that certain Trademark Security Agreement dated as of December 9, 2010 between OLF Operating Company and FirstMerit Bank, N.A. (as amended and restated by that certain Amended and Restated Trademark Security Agreement dated as of May 18, 2011 between OLF Operating Company and FirstMerit Bank, N.A., the "Existing Trademark Security Agreement");

WHEREAS, FirstMerit Bank, N.A. merged with and into Agent;

WHEREAS, to induce the Lenders to enter into the Credit Agreement and make available the credit facilities thereunder, the Grantors have agreed to further amend and restate the terms of the Existing Trademark Security Agreement as provided herein.

AGREEMENT

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As collateral security for the prompt payment in full when due (whether at the Maturity Date, by required prepayment, declaration, acceleration, demand or otherwise) of the Secured Obligations, the Grantors hereby grant to the Agent, a Lien on all of the Grantors' right, title and interest in the following, whether now owned by any 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 any 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 the Grantors 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 the 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.

Provided, however, that notwithstanding anything to the contrary herein, no security interest in Trademark Collateral shall be deemed granted hereunder solely to the extent that such Trademark Collateral would constitute Excluded Property.

3. AUTHORIZATION TO FILE & SUPPLEMENT. Notwithstanding anything to the 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 Grantors' reasonable expense. If any Grantor shall obtain rights to any new Trademarks, the provisions of this

Agreement shall automatically apply thereto. Such 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 Grantors' obligations under this Section, the Grantors authorize 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. **SECURITY 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 Security Agreement and are not intended to increase the rights of the Agent or the obligations of the Grantors beyond the rights and obligations contained in the Loan Documents, subject to Section 3 of this Agreement. The Grantors 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. **GRANTOR REMAINS LIABLE.** Except as otherwise set forth in the Security Agreement, the Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors 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 Security 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 Illinois, 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 Illinois 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.

[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.

OASIS LEGAL FINANCE OPERATING
COMPANY LLC, the Grantor

By: 
Name: Rich Smolen
Title: Chief Financial Officer

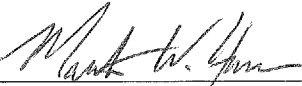
[Signature Page to Second Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 005872 FRAME: 0754

ACKNOWLEDGED:

AGENT:

THE HUNTINGTON NATIONAL BANK,



By: 
Name: Matthew W. Hannam
Title: Vice President

[Signature Page to Second Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 005872 FRAME: 0755

Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
OASIS LEGAL FINANCE	3305665	10/9/2007
OASIS	4889677	1/19/2016
OASIS FINANCIAL BECAUSE LIFE MOVES FASTER THAN YOUR CASE	4990045	6/28/2016
 OASIS FINANCIAL BECAUSE LIFE MOVES FASTER THAN YOUR CASE	4990044	6/28/2016
TAKE THE STING OUT OF TAX TIME!	4241137	11/13/2012
	4241016	11/13/2012
TAXHORNET	4236554	11/6/2012

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPL. NO.</u>	<u>DATE</u>
OASIS STRUCTURED SETTLEMENTS	86/793692	10/20/2015
OASIS LOANS	86/793653	10/20/2015
OASIS CASH	86/974469	4/13/2016
OASIS FINANCIAL	86/974416	4/13/2016