

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM397989

|   |   |  |                                     |
|---|---|--|-------------------------------------|
| <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   |   | 09/07/2016                               | Limited Liability Company: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |  |                                     |
| <b>Name:</b>  | H.I.G. Capital, LLC                         |  |                                     |
| <b>Street Address:</b>  | 1450 Brickwell Avenue                       |  |                                     |
| <b>Internal Address:</b>  | 31st Floor                                  |  |                                     |
| <b>City:</b>  | Miami                                       |  |                                     |
| <b>State/Country:</b>   | FLORIDA                                     |  |                                     |
| <b>Postal Code:</b>   | 33131                                       |  |                                     |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE         |  |                                     |
| <b>PROPERTY NUMBERS Total: 11</b>   |   |  |                                     |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>                         |                                     |
| <b>Registration Number:</b>   | 3305665                                     | OASIS LEGAL FINANCE                      |                                     |
| <b>Registration Number:</b>   | 4889677                                     | OASIS                                    |                                     |
| <b>Registration Number:</b>   | 4990045                                     | OASIS FINANCIAL BECAUSE LIFE MOVES FASTE |                                     |
| <b>Registration Number:</b>   | 4990044                                     | OASIS FINANCIAL BECAUSE LIFE MOVES FASTE |                                     |
| <b>Registration Number:</b>   | 4241137                                     | TAKE THE STING OUT OF TAX TIME!          |                                     |
| <b>Registration Number:</b>   | 4241016                                     |  |                                     |
| <b>Registration Number:</b>   | 4236554                                     | TAXHORN                                  |                                     |
| <b>Serial Number:</b>   | 86793692                                    | OASIS STRUCTURED SETTLEMENTS             |                                     |
| <b>Serial Number:</b>   | 86793653                                    | OASIS LOANS                              |                                     |
| <b>Serial Number:</b>   | 86974469                                    | OASIS CASH                               |                                     |
| <b>Serial Number:</b>   | 86974416                                    | OASIS FINANCIAL                          |                                     |
| <b>CORRESPONDENCE DATA</b>  |   |  |                                     |
| <b>Fax Number:</b>  | 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> |   |  |                                     |
| <b>Phone:</b>   | 414 271-2400                                |  |                                     |
| <b>Email:</b>   | ipdocketing@foley.com, jrodriguez@foley.com |  |                                     |
| <b>Correspondent Name:</b>  | 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: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 7, 2016 (this "Agreement"), is entered into 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 ("OpCo"), Oasis Legal Finance, LLC, a Delaware limited liability company ("OLF"), and OFLC, LLC, a Delaware limited liability company ("OFLC", and together with Holdings, OpCo and OLF the "Grantors" and each, individually, a "Grantor"), in favor of H.I.G. Capital, LLC as administrative agent and collateral agent ("Agent") for the benefit of the Lenders.

### RECITALS

WHEREAS, the Grantors have entered into a Second Lien Term Loan Agreement, dated as of the date hereof (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 and the Agent, pursuant to which the Lenders have agreed to make the Loan to the Companies;

WHEREAS, the Lenders are willing to make the Loan to the Companies as provided in the Credit Agreement, subject to the condition that, among others, the Grantors shall have entered into that certain Security Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Grantors and the Agent; and

WHEREAS, pursuant to the Credit Agreement, the Grantors are required to enter into this 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) 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 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 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 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 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. **INTERCREDITOR 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 Intercreditor Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each 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 HOLDING COMPANY LLC  
OASIS LEGAL FINANCE OPERATING COMPANY LLC  
OASIS LEGAL FINANCE, LLC  
OFLC, LLC

By:   
Name: Rich Smolen  
Title: Chief Financial Officer

ACKNOWLEDGED:

AGENT:

H.I.G. CAPITAL, LLC

By: 

Name: Richard Siegel



Title: Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005872 FRAME: 0763**

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   |
| <br>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   |