

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM424141

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COUNSEL FINANCIAL II LLC		04/18/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CHESTNUT SPV, LLC		
Street Address:	353 N. Clark Street, Suite 2700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4052876	MASS TORT FINANCING MADE PERFECT	
Registration Number:	4330451	COUNSEL FINANCIAL	
Registration Number:	4323147	BETTER THAN A BANK	
Registration Number:	4295494	SEE WHAT A LINE CAN DO FOR YOUR FIRM.	
Registration Number:	4371528	LITIGATION FINANCING IN THE 21ST CENTURY	
Registration Number:	4543272	ENTER MASS TORTS	
Registration Number:	4941333	MASTERING MASS TORTS	
Serial Number:	86967462	ROCKY MOUNTAIN MASS TORTS	
Serial Number:	87392026	THE POWER OF ATTORNEY FUNDING	
Serial Number:	87391892	CONTINGENT FEES MAKE GREAT COLLATERAL	
Serial Number:	87391938	LOANS TO LITIGATORS . . . JUST ASK	
Serial Number:	87391988	THE LITIGATION COUNSELLOR	
Serial Number:	87012411	INFINITE GROWTH CAPITAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-577-8574		
Email:	humberto.aquino@kattenlaw.com		
TRADEMARK			

CH \$340.00 4052876

Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN
Address Line 1: 525 WEST MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 388053-8

NAME OF SUBMITTER: HUMBERTO AQUINO

SIGNATURE: /HUMBERTO AQUINO/

DATE SIGNED: 04/18/2017

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated April 18, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Chestnut SPV, LLC (the “Lender”).

WHEREAS, Counsel Financial II LLC (the “Borrower”) and Counsel Financial Holdings LLC (“Holdings”) have entered into a Second Lien Subordinated Credit Agreement, dated as of April 18, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with the Lender. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lender under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement, dated April 18, 2017, made by the Grantors and the other Persons listed on the signatures thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Lender a Second Priority security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Lender a Second Priority security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the patents and patent applications set forth in Schedule A hereto (the “Patents”);
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the Second Priority security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

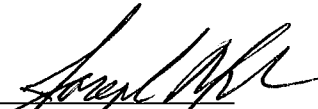
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COUNSEL FINANCIAL II LLC

By: COUNSEL FINANCIAL HOLDINGS LLC,
its sole member

By: 
Name: Joseph DiNardo
Title: Manager

Schedule A

Patents

None.

Schedule B

Trademarks

Grantor	Mark	Country	Reg. No.	Application No.	Filing Date	Issue Date
Borrower	Mass Tort Financing Made Perfect	U.S.	4052876	85291845	4/11/11	11/8/11
Borrower	Counsel Financial	U.S.	4330451	85563856	3/8/12	5/7/13
Borrower	Better Than a Bank	U.S.	4323147	85580639	3/27/12	4/23/13
Borrower	See what a line can do for your firm.	U.S.	4295494	85669984	7/6/12	2/26/13
Borrower	Litigation Financing in the 21st Century	U.S.	4371528	85782464	11/19/12	7/23/13
Borrower	Enter Mass Torts	U.S.	4543272	86099040	10/23/13	6/3/14
Borrower	Mastering Mass Torts	U.S.	4941333	86754179	9/11/15	4/19/16
Borrower	Rocky Mountain Mass Torts	U.S.	N/A	86967462	4/7/2016	N/A
Borrower	The Power of Attorney Funding	U.S.	N/A	87392026	3/30/17	N/A
Borrower	Contingent fees make great collateral	U.S.	N/A	87391892	3/30/17	N/A
Borrower	Loans to Litigators...Just Ask.	U.S.	N/A	87391938	3/30/17	N/A
Borrower	The Litigation Counsellor	U.S.	N/A	87391988	3/30/17	N/A
Borrower	Infinite Growth Capital	U.S.	N/A	87012411	4/25/16	N/A

Schedule C

Copyrights

None.