

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837868

| | | | |
|---|---|-------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Peach Holdings, LLC | | 09/07/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Acquiom Agency Services LLC, as Agent | | |
| Street Address: | 950 17th Street | | |
| Internal Address: | Suite 1400 | | |
| City: | Denver | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80202 | | |
| Entity Type: | Limited Liability Company: COLORADO | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86259216 | PEACHTREE FINANCIAL SOLUTIONS | |
| Serial Number: | 85238948 | PEACHTREE FINANCIAL SOLUTIONS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127514864 | | |
| <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: | 2129061209 | | |
| Email: | jess.bajada-bartlett@lw.com | | |
| Correspondent Name: | LATHAM & WATKINS C/O J. Bajada-Bartlett | | |
| Address Line 1: | 1271 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10020 | | |
| ATTORNEY DOCKET NUMBER: | 064612-0008 | | |
| NAME OF SUBMITTER: | Jessica Bajada-Bartlett | | |
| SIGNATURE: | /s/ Jessica Bajada-Bartlett | | |
| DATE SIGNED: | 09/08/2023 | | |
| Total Attachments: 8 | | | |
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 7, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), is made by the entities identified as grantors on the signature pages hereto (individually, a “Grantor” and collectively, the “Grantors”) in favor of **ACQUIOM AGENCY SERVICES LLC**, a Colorado limited liability company, as Agent for the Secured Persons (in such capacity and together with its successors and permitted assigns, the “Agent”).

WHEREAS, the Grantors are party to a Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) between each of the Grantors, the other grantors party thereto and the Agent, pursuant to which the Grantors granted a security interest to the Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Obligations of such Grantor (including, for each Grantor other than Borrower, the Obligations of such Grantor arising under the Loan Party Guaranty), hereby pledges to the Agent, its successors and permitted assigns, for the benefit of the Secured Persons, and hereby grants to the Agent, its successors and permitted assigns, for the benefit of the Secured Persons, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“USPTO”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and all goodwill connected with the use thereof and symbolized thereby,

- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, (i) this Trademark Security Agreement shall not constitute a grant of a security interest in (nor shall any pledge, grant or Security Interest attach to) any Excluded Property, and (ii) the Trademark Collateral (and any defined term therein) shall not include any Excluded Property; *provided, further*, that this Trademark Security Agreement shall constitute a grant of a security interest in any Proceeds, substitutions or replacements of any Excluded Property, and any Proceeds, substitutions or replacements of any Excluded Property shall be included in the Trademark Collateral (and any defined term used therein), unless such Proceeds, substitutions or replacements would independently constitute Excluded Property.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Persons pursuant to the Collateral Agreement, and the Grantors hereby acknowledge and affirm 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. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Collateral Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the termination of all lending commitments of each of the Secured Persons and the payment in full of all Obligations (other than contingent indemnity obligations for which no claim has been asserted).

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

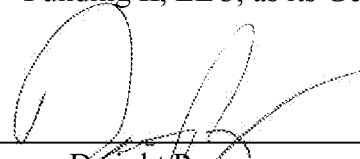
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

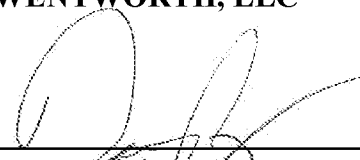
GRANTORS:

J.G. WENTWORTH S.S.C. LIMITED PARTNERSHIP

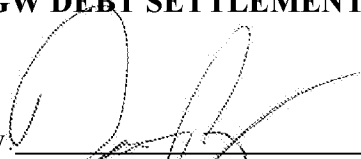
By: J.G. Wentworth Structured Settlement Funding II, LLC, as its General Partner

By: 
Name: Dwight Perry
Title: Chief Financial Officer


J.G. WENTWORTH, LLC

By: 
Name: Dwight Perry
Title: Chief Financial Officer

JGW DEBT SETTLEMENT, LLC

By: 
Name: Dwight Perry
Title: Chief Financial Officer

STRATUS LLC

By: 
Name: Dwight Perry
Title: Chief Financial Officer

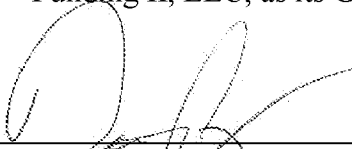
STRUCTURED ORIGINATIONS, LLC

By: Structured Funding, LLC, as its Sole Member


By: Peachtree Originations, LLC, as its Sole Member

By: J.G. Wentworth S.S.C. Limited Partnership, as its Sole Member

By: J.G. Wentworth Structured Settlement Funding II, LLC, as its General Partner

By: 
Name: Dwight Perry
Title: Chief Financial Officer

PEACH HOLDINGS, LLC

By: 
Name: Dwight Perry
Title: Chief Financial Officer

PEACHTREE FINANCIAL SOLUTIONS, LLC

By: 
Name: Dwight Perry
Title: Chief Financial Officer


ACQUIOM AGENCY SERVICES LLC,
as Agent

By: J. Anderson
Name: Jennifer Anderson
Title: Senior Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

| Trademark | Country/ Jurisdiction | Registration No./ Serial No. | Filing Date | Registration Date | Owner |
|--|----------------------------------|---|--------------------|------------------------------|--|
| J.G. WENTWORTH (<i>Typed Drawing</i>) | United States | RN: 2142341 SN: 75225638 | Jan. 14, 1997 | Mar. 10, 1998 | J.G. Wentworth S.S.C. Limited Partnership |
| W J.G. WENTWORTH (<i>Stylized Text</i>)  | United States | RN: 2142349 SN: 75227003 | Jan. 17, 1997 | Mar. 10, 1998 | J.G. Wentworth S.S.C. Limited Partnership |
| W (<i>Stylized Text</i>)  | United States | RN: 2146100 SN: 75227004 | Jan. 17, 1997 | Mar. 24, 1998 | J.G. Wentworth S.S.C. Limited Partnership |
| J.G. WENTWORTH ANNUITY PURCHASE PROGRAM | United States | RN: 3451292 SN: 78908421 | Jun. 14, 2006 | Jun. 17, 2008 | J.G. Wentworth S.S.C. Limited Partnership |
| IT'S MY MONEY AND I NEED IT NOW! | United States | RN: 3560429 SN: 77482657 | May 23, 2008 | Jan. 13, 2009 | J.G. Wentworth S.S.C. Limited Partnership |
| J.G. WENTWORTH CASH NOW | United States | RN: 5042236 SN: 86637347 | May 21, 2015 | Sep. 13, 2016 | J.G. Wentworth, LLC |
| GIVE SOME! PLAY SOME! | United States | RN: 5247745 SN: 87146209 | Aug. 22, 2016 | Jul. 18, 2017 | J.G. Wentworth, LLC |
| J.G. WENTWORTH CASH NOW LOANS # | United States | RN: n/a SN: 90781826 (ITU) | Jun. 18, 2021 | n/a | J.G. Wentworth, LLC |
| STRATUS and Design  | United States | RN: 6131695 SN: 88534320 | July 24, 2019 | August 18, 2020 | Stratus LLC |
| OLIVE BRANCH FUNDING | United States | RN: 4366971 SN: 85644791 | June 6, 2012 | July 16, 2013 | Structured Originations, LLC |
| WEALTHBUILDER | United States | RN: 2821490 SN: 76157095 | Oct. 31, 2000 | March 9, 2004 | Peachtree Financial Solutions, LLC |

| Trademark | Country/ Jurisdiction | Registration No./ Serial No. | Filing Date | Registration Date | Owner |
|--|----------------------------------|---|----------------------|------------------------------|---------------------|
| PEACHTREE FINANCIAL SOLUTIONS and Design  | United States | RN: 4761591 SN: 86259216 | April 22, 2014 | June 23, 2015 | Peach Holdings, LLC |
| PEACHTREE FINANCIAL SOLUTIONS | United States | RN: 4031401 SN: 85238948 | February 10, 2011 | September 27, 2011 | Peach Holdings, LLC |