

Form PTO-1594 (rev 06/04)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U. S. Department of Commerce Patent and Trademark Office							
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:											
1. Name of conveying party(ies)/Execution Date(s): J.G. Wentworth Management Company, LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation – State <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> Citizenship <u>Delaware</u> Execution Date(s) <u>July 20, 2005</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and Address of receiving party(ies) Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Name: <u>J.G. Wentworth S.S.C. Limited Partnership</u> Internal Address: _____ Street Address: <u>40 Morris Avenue</u> City: <u>Bryn Mawr</u> State: <u>PA</u> Country: _____ Zip: <u>19010</u> <input type="checkbox"/> Association – Citizenship _____ <input type="checkbox"/> General Partnership – Citizenship _____ <input checked="" type="checkbox"/> Limited Partnership – Citizenship <u>Nevada</u> <input type="checkbox"/> Corporation – Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No.								
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Other											
4. Application number(s) or registration number(s): A. Trademark Application No(s). 78638770 78623076 75640895						B. Trademark Registration No(s). 2142341 2146100 2142349 2344229 2303199 2264005					
5. Name and address of party to whom correspondence concerning document should be mailed: Kenneth A. Rubenstein, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036 Tel: (212) 735-3000 Fax: (212) 735-2000 krubenst@skadden.com			6. Total number of applications and registrations involved: <u>9</u>		7. Total fee (37 CFR 1.21(h) and 3.41) \$240 <input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. <u>301720/66</u>)						
			8. Payment Information Deposit Account No. <u>19-2385</u> Authorized user Name: <u>Michael McGuire</u>								
9. Signature. <u>Kenneth Rubenstein</u> Signature <u>Kenneth A. Rubenstein</u> Name of Person Signing			<u>August 16, 2005</u> Date Total number of pages including cover sheet, and documents: <u>5</u>								

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DISTRIBUTION AGREEMENT

DISTRIBUTION AGREEMENT (this "Agreement"), dated as of July 20, 2005, is made and entered into by and between J.G. Wentworth Management Company, LLC, a Delaware limited liability company ("Assignor"), and J.G. Wentworth S.S.C. Limited Partnership, a Nevada limited partnership ("Assignee").

RECITALS

WHEREAS, Assignee is the sole member of Assignor; and

WHEREAS, Assignor desires to sell, convey, transfer, assign and deliver to Assignee all of Assignor's right, title and interest in and to all of the intangible assets held or controlled by Assignor (the "Distribution"), including but not limited to, (i) the name "J.G. Wentworth & Co.", (ii) all computer software (other than the Wentworth Advanced Integrated Data Environment ("WAIDE") system) and customer lists, (iii) all of the other intellectual property (including, without limitation, trademarks, service marks, trade names, Internet domain names, designs, logos, slogans, and general intangibles of like nature, together with all goodwill, registrations and applications related to the foregoing; patents and industrial designs, including, without limitation, any continuations, divisionals, continuations-in-part, renewals, reissues, and applications for any of the foregoing; copyrights, including any registrations and applications for any of the foregoing; software and any computer programs, databases and compilations, websites, and documentation for the foregoing (other than the WAIDE system); trade secrets, technology, and other confidential information, know-how, proprietary processes, models, and methodologies; and the right to sue for infringement of any of the foregoing) held or controlled by the Assignor and (iv) those applications and registrations set forth on Attachment I hereto (collectively, the "Management Intangible Assets"), and Assignee desires to accept such sale, conveyance, transfer, assignment and delivery; and

WHEREAS, immediately prior to the Distribution, J.G. Wentworth Management Company, Inc., a Pennsylvania corporation shall have contributed all of the membership interests it owns in Assignor to the Assignee (the "Management LLC Interest Contribution"); and

WHEREAS, the Board of Managers of Assignor and the partners of Assignee have each approved this Agreement and the transactions contemplated hereby.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Distribution of the Management Intangible Assets. Upon the terms of this Agreement, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to all of the Management Intangible Assets, including without limitation all causes of actions, claims and demands or other rights for, or arising from, any infringement, including past infringement, all rights of priority under any international conventions and any other international agreements to which the United States adheres, all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and all rights corresponding thereto throughout the world, effective as of the date hereof following the Management LLC Interest Contribution.

2. Acceptance. Assignee does hereby irrevocably accept such sale, conveyance, assignment, transfer and delivery of the Management Intangible Assets.

3. Further Assurances. Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Agreement.

4. Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to principles of conflicts of laws thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

J.G. WENTWORTH MANAGEMENT COMPANY, LLC

By: *Randi Sellari*
Name: *Randi Sellari*
Title: *President*

J.G. WENTWORTH S.S.C. LIMITED PARTNERSHIP,
By: J.G. Wentworth Structured Settlement Funding II, LLC, its General Partner

By: *Randi Sellari*
Name: *Randi Sellari*
Title: *President*

STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

I, a notary public, in and for the county and state aforesaid, do hereby certify that *Randi Sellari* personally known to me to be the ~~CEO~~ *President* of J.G. Wentworth Management Company, LLC, a Delaware limited liability company, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said company pursuant to authority granted to him/her by the board of managers of said company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand this *19* day of *July* 2005.

Helen F. Hardin
Notary Public

My commission expires: *July 1, 2008*

ATTACHMENT I

REGISTERED TRADEMARKS AND APPLICATIONS

Country	Trademark	App. No./ Filing Date	Reg. No./ Issue Date
United States	J.G. WENTWORTH	75/225638 (1/14/1997)	2142341 (3/10/1998)
United States	W (stylized letters)	75/227004 (1/17/1997)	2146100 (3/24/1998)
United States	W.J.G. WENTWORTH	75/227003 (1/17/1997)	2142349 (3/10/1998)
United States	THE AMERICAN NOTEHOLDER CLUB	75/712677 (5/24/1999)	2344229 (4/18/2000)
United States	THE NATIONAL FUNDING CHRONICLE	75/289339 (5/9/1997)	2303199 (12/28/1999)
United States	AN AMERICAN FINANCIAL RESCUE	75/289677 (5/9/1997)	2264005 (7/27/1999)
United States	ANNUITY PURCHASE PROGRAM	78/638770 (5/27/2005)	
United States	ANNUITY PURCHASE PROGRAM	78/623076 (5/4/2005)	
United States	J.G. WENTWORTH ADVANCED FUNDING	75/640895 (2/4/1999)	

DOMAIN NAMES

Domain Name	Registration Date	Expiration Date
advancemysettlement.com	3/31/2004	3/31/2006
advanceyoursettlement.com	3/31/2004	3/31/2006
americansettlementfund.com	4/28/2004	4/28/2006
americansettlementfunding.com	4/28/2004	4/28/2006
americansettlementfunding.info	3/9/2005	3/9/2006
americansettlementgroup.com	4/28/2004	4/28/2006
cash4annuities.com	10/4/2001	10/4/2005
cash4futurepayments.com	10/4/2001	10/4/2005
cash4yournote.com	10/4/2001	10/4/2005
cashforperiodicpayments.com	10/4/2001	10/4/2005
Cashforsettlements.com	10/4/2001	10/4/2005
directcash4structuredsettlements.com	10/4/2001	10/4/2005
eblastmanager.com	6/15/2004	6/15/2006
federalsettlementgroup.com	10/4/2002	10/4/2005
jgwanuities.com	1/6/2005	1/6/2007
jgwfunding.com	8/24/1996	8/23/2005
Lumpsumpayments.com	10/4/2001	10/4/2005
paperrichcashpoor.com	10/4/2001	10/4/2005
restructuredsettlement.com	3/29/2004	3/29/2006
restructuredsettlements.com	4/19/2004	4/19/2006
settlementaccelerator.com	2/18/2004	2/18/2006