

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JLL JGW Distribution, LLC		06/29/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	J.G. Wentworth S.S.C. Limited Partnership		
Street Address:	3993 Howard Hughes Parkway, Suite 250		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89109		
Entity Type:	LIMITED PARTNERSHIP: NEVADA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	75225638	J.G. WENTWORTH	
Serial Number:	75227004	W	
Serial Number:	75227003	W J.G. WENTWORTH	
Serial Number:	75712677	THE AMERICAN NOTEHOLDER	
Serial Number:	78908421	J.G. WENTWORTH ANNUITY PURCHASE PROGRAM	
Serial Number:	75640895	J.G. WENTWORTH ADVANCED FUNDING	
Serial Number:	78720537	PV	
Serial Number:	78720459	PRESENT VALUE	
Serial Number:	77482657	IT'S MY MONEY AND I NEED IT NOW!	
Serial Number:	77482611	IT'S YOUR MONEY. USE IT WHEN YOU NEED IT.	
CORRESPONDENCE DATA			
Fax Number:	(917)777-3358		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			

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Email: alvaro.arce@skadden.com, smarquez@skadden.com
Correspondent Name: Alvaro Arce
Address Line 1: Four Times Square
Address Line 2: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 4: New York, NEW YORK 10036-6522

ATTORNEY DOCKET NUMBER:	693980/3
NAME OF SUBMITTER:	Alvaro Arce
Signature:	/alvaro arce/
Date:	07/08/2011
Total Attachments: 4 source=JLL#page1.tif source=JLL#page2.tif source=JLL#page3.tif source=JLL#page4.tif	

**TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Termination and Release"), dated as of June 29, 2011, by JLL JGW DISTRIBUTION, LLC, with offices at 450 Lexington Avenue, 31st Floor, New York, NY 10017, in its capacity as collateral agent pursuant to the Priming Lien Credit Agreement (in such capacity, the "Assignor") in favor of J.G. WENTWORTH S.S.C. LIMITED PARTNERSHIP, a Nevada limited partnership, with principal offices at 3993 Howard Hughes Pkwy, Suite 250, Las Vegas, NV 89109 (the "Assignee").

WITNESSETH:

WHEREAS, J.G. Wentworth, LLC, Assignor, and certain subsidiaries of J.G. Wentworth, LLC, including the Assignee, are parties to a Priming Lien Security Agreement dated May 6, 2009 (the "Priming Lien Security Agreement") pursuant to which the Assignee was required to execute and deliver that certain Priming Lien Trademark Security Agreement, dated May 6, 2009, in favor of Assignor (the "Priming Lien Trademark Security Agreement");

WHEREAS, pursuant to the Priming Lien Trademark Security Agreement the Assignee assigned and transferred unto the Assignor, and pledged and granted to the Assignor, for the benefit of the Secured Creditors, a continuing security interest (the "Priming Lien Security Interest") in all of the right, title and interest of the Assignee in, to and under all (a) the Marks of the Assignee listed on Schedule I attached hereto (the "Trademarks"); (b) together with the registrations and all right to all renewals thereof, the goodwill of the business of the Assignee symbolized by the Trademarks and all causes of action arising prior to or after the date thereof for infringement of any of the Trademarks or unfair competition regarding the same; and (c) all Proceeds and products of any and all of the foregoing (other than Excluded Property) (all of the foregoing (a) through (c), the "Trademark Collateral");

WHEREAS, the Priming Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 11, 2009 at Reel 3985/Frame 0123; and

WHEREAS, Assignor now desires to terminate, release and discharge fully the entirety of its Priming Lien Security Interest.

NOW, THEREFORE, for good and valuable consideration, including without limitation the payment and performance when due of all of the Obligations secured by the Trademark Collateral pursuant to the Priming Lien Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Assignor hereby states as follows:

1. Definitions. Unless otherwise defined herein, terms defined in the Priming Lien Security Agreement and used herein have the meaning given to them in the Priming Lien Security Agreement.
2. Release of Security Interest. Assignor hereby terminates, releases, and discharges fully its Priming Lien Security Interest in any and all of Assignor's right, title and interest in, to and under the Trademark Collateral including, without limitation, the Trademarks identified in Schedule I attached hereto, together with the goodwill of the business of the Assignee symbolized by the Trademarks and reassigns and transfers to Assignee any and all right, title and interest that Assignor may have in the Trademark Collateral.


3. Authorization. Assignor hereby authorizes Assignee or Assignee's authorized representatives to (a) record this Termination and Release with the United States Patent and Trademark Office, (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Trademark Collateral and/or (c) otherwise record or file this Termination and Release with the applicable governmental office or agency.

4. Further Assurances. Assignor hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by Assignee to effect the termination, release and discharge of the Priming Lien Security Interest in any and all of Assignor's right, title and interest in, to and under the Trademark Collateral contemplated hereby.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute and deliver this Termination and Release as of the date first above written.

JLL JGW DISTRIBUTION, LLC
as Assignor

By: 

Name: Paul S. Levy

Title: Authorized Person

[Signature Page – Termination and Release – Trademarks]

TRADEMARK
REEL: 004578 FRAME: 0287

SCHEDULE I

Country	Trademark	App. No./ Filing Date	Reg. No./ Issue Date	Owner	Comments
United States	J.G. WENTWORTH	75/225638 (1/14/1997)	2142341 (3/10/1998)	J. G. Wentworth SSC Limited Partnership	Registered
United States	W (stylized letters)	75/227004 (1/17/1997)	2146100 (3/24/1998)	J. G. Wentworth SSC Limited Partnership	Registered
United States	W.J.G. WENTWORTH	75/227003 (1/17/1997)	2142349 (3/10/1998)	J. G. Wentworth SSC Limited Partnership	Registered
United States	THE AMERICAN NOTEHOLDER	75/712677 (5/24/1999)	2344229 (4/18/2000)	J. G. Wentworth SSC Limited Partnership	Registered
United States	J.G. WENTWORTH ANNUITY PURCHASE PROGRAM	78/908,421 (6/14/06)	3,451,292 (6/17/2008)	J.G. Wentworth SSC Limited Partnership	Registered
United States	J.G. WENTWORTH ADVANCED FUNDING	75/640895 (2/4/1999)	3,081,062 (4/18/06)	J. G. Wentworth SSC Limited Partnership	Registered
United States	PV and Design	78/720,537 (9/26/05)	3,518,671 (10/14/2008)	J. G. Wentworth SSC Limited Partnership	Registered
United States	PRESENT VALUE	78/720,459 (9/26/05)	3,371,063 (1/15/2008)	J. G. Wentworth SSC Limited Partnership	Registered
United States	IT'S MY MONEY AND I NEED IT NOW!	77/482,657 (5/23/2008)	3,560,429 (1/13/2009)	J. G. Wentworth SSC Limited Partnership	Registered
United States	IT'S YOUR MONEY. USE IT WHEN YOU NEED IT.	77/482,611 (5/23/2008)	3,560,426 (1/13/2009)	J. G. Wentworth SSC Limited Partnership	Registered

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