

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
J.G. Wentworth S.S.C. Limited Partnership		04/04/2007	LIMITED PARTNERSHIP: NEVADA

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2142341	J.G. WENTWORTH
Registration Number:	2146100	W
Registration Number:	2142349	W J.G. WENTWORTH
Registration Number:	2344229	THE AMERICAN NOTEHOLDER
Registration Number:	3081062	J.G. WENTWORTH ADVANCED FUNDING
Serial Number:	78908421	J.G. WENTWORTH ANNUITY PURCHASE PROGRAM
Serial Number:	78720537	PV
Serial Number:	78720459	PRESENT VALUE
Serial Number:	78720579	PV PRESENT VALUE NEWS & TRENDS IN STRUCTURED SETTLEMENT & ANNUITY TRANSFERS FROM J.G. WENTWORTH

CORRESPONDENCE DATA

Fax Number: (202)756-9299
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900074484

**TRADEMARK
 REEL: 003522 FRAME: 0653**

CH \$240.00 2142341

Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 838150
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	04/16/2007

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

Second Lien Trademark Security Agreement, dated as of April 4, 2007 (this "Agreement"), by J.G. WENTWORTH S.S.C. LIMITED PARTNERSHIP, a Nevada limited partnership, with offices located at 3993 Howard Hughes Parkway, Suite 250, Las Vegas, Nevada 89109 (the "Pledgor") in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, with offices at 60 Wall Street, New York, NY 10005, in its capacity as collateral agent pursuant to the Second Lien Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Second Lien Security Agreement of even date herewith (the "Second Lien Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Second Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises contained in this Second Lien Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, the parties, intending to be legally bound, hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Subject to the terms of the Second Lien Security Agreement, the Pledgor hereby grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of Pledgor's right, title and interest in, to and under:

- (a) the Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Second Lien Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral confirmed hereby are more fully set forth in the Second Lien Security 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 conflicts with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and automatic termination of the Second Lien Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form evidencing the release of the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under the Second Lien Security Agreement and this Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[signature page follows]


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

Very truly yours,

J.G. Wentworth S.S.C. Limited Partnership

By: J.G. Wentworth Structured Settlement Funding II, LLC, its general partner

By:


Name: Michael Goodman
Title: Chief Executive Officer

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[Second Lien Trademark Security Agreement]

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

Very truly yours,

J.G. Wentworth S.S.C. Limited Partnership

By: J.G. Wentworth Structured Settlement Funding
II, LLC, its general partner

By: _____
Name:
Title:

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: Paul O'Leary
Name: **Paul O'Leary**
Title: **Vice President**

By: Evelyn Thierry
Name: **Evelyn Thierry**
Title: **Vice President**

[Second Lien Trademark Security Agreement]

TRADEMARK
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SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

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)		J.G. Wentworth SSC Limited Partnership	Pending
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	78/720,537 (9/26/05)		J. G. Wentworth SSC Limited Partnership	Pending
United States	PRESENT VALUE	78/720,459 (9/26/05)		J. G. Wentworth SSC Limited Partnership	Pending
United States	PRESENT VALUE and Design	78/720,579 (9/26/05)		J. G. Wentworth SSC Limited Partnership	Pending