

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
COUNSEL FINANCIAL II LLC		09/17/2009	LIMITED LIABILITY COMPANY: DELAWARE
COUNSEL FINANCIAL HOLDINGS LLC		09/17/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A.
Street Address:	101 SOUTH TRYON STREET, 6TH FLOOR
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Serial Number:	77504475	CF
Registration Number:	3391121	COUNSEL FINANCIAL SERVICES LOANS TO LITIGATORS...JUST ASK
Registration Number:	3411128	COUNSELCARD
Registration Number:	3422761	LOANS TO LITIGATORS . . . JUST ASK.
Serial Number:	77436746	BETTER THAN A BANK
Serial Number:	77324832	CONTINGENT FEES MAKE GREAT COLLATERAL
Registration Number:	3387150	TRUE COST LENDING
Serial Number:	77376514	COUNSEL FINANCIAL CONVENIENCE CREDIT LINE PROGRAM
Serial Number:	77376499	THE POWER OF ATTORNEY FUNDING
Serial Number:	77333076	SAME DAY CASH ACCESS
Serial Number:	77503080	LITIGATION IN THE 21ST CENTURY

CH \$340.00 77504475

Registration Number:	3418160	TRUE COST CHALLENGE
Serial Number:	77296247	THE LITIGATION COUNSELLOR

**CORRESPONDENCE DATA**

Fax Number: (646)848-4455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-848-4455  
Email: jlik@shearman.com  
Correspondent Name: Zheng Bao  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Shearman & Sterling LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	3232/625
NAME OF SUBMITTER:	ZHENG BAO
Signature:	/ZHENG BAO/
Date:	09/24/2009

Total Attachments: 8  
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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 September 17, 2009, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Bank of America, N.A. (the "Lender").

WHEREAS, Counsel Financial II LLC (the "Borrower") and Counsel Financial Holdings LLC ("Holdings") have entered into a Credit Agreement, dated as of September 17, 2009 (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 September 17, 2009, made by the Grantors to the Lender (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 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 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 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.

[Remainder of Page Intentionally Blank]

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: \_\_\_\_\_

Name: *Paul R. Coy*

Title: *President of Counsel Financial Holdings, LLC, Member*

COUNSEL FINANCIAL HOLDINGS LLC

By: \_\_\_\_\_

Name: *Paul R. Coy*

Title: *President*

Signature Page to IP Security Agreement

TRADEMARK  
REEL: 004068 FRAME: 0974

Schedule A

Patents


None.

Schedule B

Trademarks

See attached.

COMPREHENSIVE SCHEDULE OF TRADEMARK MATTERS

List of All Trademarks		Counsel Financial Services Loans to Litigators . . . Just Ask	Counsel Card	Loans to Litigator . . . Just Ask	Better than a Bank	Contingent Fees Make Great Collateral	True Cost Lending
Jurisdictions in which they are registered	NY	NY	NY	NY	NY	NY	NY
Classes	036 Accounts receivables financing, Financing and loan services	036 Accounts receivables financing, Financing and loan services	036 Accounts receivables financing, Financing and loan services	036 Accounts receivables financing, Financing and loan services	036 Accounts receivables financing, Financing and loan services	036 Accounts receivables financing, Financing and loan services	036 Accounts receivables financing, Financing and loan services
Filing Dates	06-20-2008	04-24-2007	05-02-2007	10-04-2007	04-01-2008	11-08-2007	10-04-2007
Application (Serial) Numbers	77504475	77164575	77179889	77295907	77436746	77324832	77295788
Priority Information, if applicable	none	none	none	none	none	none	none
Dates of First Use, if applicable	09-01-2007	05-01-2006	04-20-2007	04-01-2007	03-25-2008	02-15-2004	05-09-2007
Registration Dates, if applicable	None yet	03-04-2008	04-08-2008	05-06-2008	None yet	None yet	02-19-2008
Registration Numbers, if applicable	None yet	3,391,121	3,411,128	3,422,761	None yet	None yet	3,387,150
Current Status	No attorney yet assigned	Service Mark Principal Register	Service Mark Supplemental Register	Service Mark Principal Register	Amendment of drawing and mail process complete	Opposition period expired without opposition	Service Mark Supplemental Register
Any Office Actions? Results?	none	none	none	Yes, Application Amended from Supplemental to General Register by Examiners Amendment	none	Yes, withdrew voluntary disclaimer	Yes, Application amended to the Supplemental Register by Examiners Amendment
Any Disclaimers?	no	yes	no	no	none	no	none
Any Oppositions? Results?	none	none	none	none	none	none	none
Any Assignments/Name Changes	none	none	none	none	none	none	none
For non-U.S. files, also include name of local counsel	not applicable	not applicable	not applicable	not applicable	not applicable	not applicable	not applicable
For Opposition files, please include applicable proceeding number	not applicable	not applicable	not applicable	not applicable	not applicable	not applicable	not applicable

NYDQC/SJ2/866092.1  
633215/0008 Business 7016051v4



List of All Trademarks registered	Jurisdictions in which they are registered	Counsel Financial Convenience Credit Line Program	The Power of Attorney Filing	Same Day Cash Access	Litigation in the 21st Century	True Cost Challenge	The Litigation Counselor
Classes	NY	NY	NY	NY	NY	NY	NY
	036 Accounts receivables financing; Financing and loan services	036 Accounts receivables financing; Financing and loan services	036 Accounts receivables financing; Financing and loan services	036 Accounts receivables financing; Financing and loan services	036 Accounts receivables financing; Financing and loan services	036 Accounts receivables financing; Financing and loan services	036 Accounts receivables financing; Financing and loan services
Filing Dates	01-21-2008	01-21-2008	01-21-2008	11-19-07	06-19-2008	10-03-2007	10-04-2007
Application (Serial) Numbers	77376514	77376499	77376499	7733076	77503080	77295371	77296247
Priority Information, if applicable	none	none	none	none	None yet	none	none
Dates of First Use, if applicable	09-17-2007	12-01-2003	12-01-2003	None yet	04-01-2008	05-09-2007	None yet
Registration Dates, if applicable	None yet	None yet	None yet	None yet	None yet	04-29-2008	None yet
Registration Numbers, if applicable	None yet	None yet	None yet	None yet	None yet	3,418,160	none
Current Status	Opposition period expired without opposition	Opposition period expired without opposition	Opposition period expired without opposition		No attorney yet assigned	Service Mark	Attorney assigned
Any Office Actions? Results?	Yes, disclaimer of terms except as shown in mark	Yes, disclaimer of terms except as shown in mark	Yes, disclaimer of terms except as shown in mark	Request for specimen	none	none	Request for specimen
Any Disclaimers?	yes	yes	yes	withdrawn	no	yes	no
Any Oppositions? Results?	none	none	none		none	none	
Any Assignments/Name Changes	none	none	none	none	none	none	
For non-U.S. files, also include name of local counsel	not applicable	not applicable	not applicable		not applicable	not applicable	
For Opposition files, please include applicable proceeding number	not applicable	not applicable	not applicable		not applicable	not applicable	

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Schedule C

Copyrights

None.