

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
Peach Holdings, LLC		02/08/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Jefferies Finance LLC, as Collateral Agent
<b>Street Address:</b>	520 Madison Avenue, 12th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4031401	PEACHTREE FINANCIAL SOLUTIONS
Registration Number:	4031424	PEACHTREE FINANCIAL SOLUTIONS
Registration Number:	4243344	PEACHTREE
Registration Number:	4229539	REACH FOR THE PEACH

**CORRESPONDENCE DATA**

Fax Number: 2127557306  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (212) 326-3939  
 Email: NYTEF@JONESDAY.COM  
 Correspondent Name: Jennifer Thomas, Esq.  
 Address Line 1: 222 East 41st Street  
 Address Line 2: Jones Day  
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	175274-635072
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CH \$115.00 4031401

NAME OF SUBMITTER:	Jennifer Thomas
Signature:	/Jennifer Thomas/
Date:	02/12/2013
<b>Total Attachments: 5</b> source=IP- Trademark Short Form Peach Holdings LLC 1#page1.tif source=IP- Trademark Short Form Peach Holdings LLC 1#page2.tif source=IP- Trademark Short Form Peach Holdings LLC 1#page3.tif source=IP- Trademark Short Form Peach Holdings LLC 1#page4.tif source=IP- Trademark Short Form Peach Holdings LLC 1#page5.tif	

## Trademark Short Form Security Agreement

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of February 8, 2013, (this “**Agreement**”), among PEACH HOLDINGS, LLC, a Delaware limited liability company (the “**Grantor**”) and JEFFERIES FINANCE LLC, as collateral agent (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

Reference is made to (a) the Security Agreement (the “**Security Agreement**”) dated as of February 8, 2013, among Orchard Acquisition Company, LLC (the “**Parent Borrower**”), J.G. Wentworth, LLC (“**Holdings**”), the other Subsidiaries of Parent Borrower named therein and Jeffries Finance LLC, as Collateral Agent and (b) the Credit Agreement, dated as of February 8, 2013, among: (i) Parent Borrower, and collectively with any Additional Borrowers from time to time party thereto, the “**Borrowers**” (ii) Holdings, (iii) the lenders from time to time party thereto (together with their successors and assigns, the “**Lenders**”), (iv) Jeffries Finance LLC, Inc. as administrative agent (in such capacity, the “**Administrative Agent**”) and Collateral Agent, (v) Jefferies Group, Inc., as Swing Line Lender and (vi) the other parties thereto (as the same may be amended, modified, supplemented, extended, refinanced, replaced or amended and restated from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit and the entry into and/or maintenance of one or more Designated Hedge Agreements by the Designated Hedge Creditors and Cash Management Agreements by Cash Management Banks are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Parent Borrower, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce (x) the Lenders to extend such credit and (y) the entry into and/or maintenance of one or more Designated Hedge Agreements by the Designated Hedge Creditors and Cash Management Agreements by Cash Management Banks. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, 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 the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, 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 or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the "**Trademarks**"), and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**PEACH HOLDINGS, LLC**

By: 

Name: Randi Sellari

Title: President

[Trademark Security Agreement]

**JEFFERIES FINANCE LLC,**  
as Collateral Agent

By:           *C. J. Hess*            
Name:       **E.J. Hess**  
Title:       **Managing Director**

*Trademark Security Agreement*

**TRADEMARK**  
**REEL: 004961 FRAME: 0098**

**SCHEDULE I**

**United States Trademarks and Trademark Applications**

<u>Mark</u>	<u>Record Owner</u>	<u>Reg. No.</u> <u>App. No.</u>
Peachtree Financial Solutions (words)	Peach Holdings, LLC	4,031,401
Peachtree Financial Solutions and Design (with Leaf Background) (logo)	Peach Holdings, LLC	4,031,424
Peachtree (and Leaf Design)	Peach Holdings, LLC	4,243,344
REACH FOR THE PEACH	Peach Holdings, LLC	4,229,539