

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468415

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEACHTREE FINANCIAL SOLUTIONS, LLC		01/25/2018	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	HPS INVESTMENT PARTNERS, LLC		
Street Address:	40 West 57th Street		
Internal Address:	27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2821490	WEALTHBUILDER	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.		
Email:	juan.arias@weil.com		
Correspondent Name:	Deana Toner		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Debra Toner -52644.0009		
NAME OF SUBMITTER:	Deana Toner		
SIGNATURE:	/Deana Toner/		
DATE SIGNED:	04/02/2018		
Total Attachments: 5			
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Trademark Security Agreement

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of January 25, 2018, (this “**Agreement**”), among PEACHTREE FINANCIAL SOLUTIONS, LLC, a Georgia limited liability company (the “**Grantor**”) and HPS INVESTMENT PARTNERS, 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 January 25, 2018, among Orchard Acquisition Company, LLC (the “**Parent Borrower**”), J.G. Wentworth, LLC (“**Holdings**”), the other Subsidiaries of Parent Borrower named therein and HPS Investment Partners, LLC, as Collateral Agent and (b) the Credit Agreement, dated as of January 25, 2018, among: (i) Parent Borrower and any additional borrowers from time to time party thereto (the “**Additional Borrowers**” and, collectively with the Parent Borrower, the “**Borrowers**”), (ii) Holdings, (iii) the lenders from time to time party thereto (together with their successors and assigns, the “**Lenders**”), (iv) HPS Investment Partners, LLC, Inc. as administrative agent (in such capacity, the “**Administrative Agent**”) and Collateral Agent and (v) 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 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 the Lenders to extend such credit. 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, 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.

[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.

PEACHTREE FINANCIAL SOLUTIONS, LLC

By: 
Name: Stephen Kirkwood
Title: Executive Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 006311 FRAME: 0021

HPS INVESTMENT PARTNERS, LLC,
as Collateral Agent

By: _____
Name: Vikas Keswani
Title: Managing Director

[Trademark Security Agreement]

TRADEMARK
REEL: 006311 FRAME: 0022

Schedule I

United States Trademarks and Trademark Applications

Mark	Serial No.	Record Owner	Reg. No. App. No.
WEALTHBUILDER	76/157095	Peachtree Financial Solutions, LLC	2,821,490