

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480019

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT
RESUBMIT DOCUMENT ID:	900445417

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PEACH HOLDINGS, LLC		01/25/2018	Limited Liability Company: DELAWARE

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: 9

Property Type	Number	Word Mark
Registration Number:	4031401	PEACHTREE FINANCIAL SOLUTIONS
Registration Number:	4031424	PEACHTREE FINANCIAL SOLUTIONS
Registration Number:	4243344	PEACHTREE
Registration Number:	4761591	PEACHTREE FINANCIAL SOLUTIONS
Registration Number:	4828348	SEE WHAT YOU CAN DO
Registration Number:	4871325	PEACHTREE PAY DAY PROGRAM
Registration Number:	4828444	THE PEACHTREE PROMISE
Registration Number:	4828349	PEACHTREE PROMISE
Registration Number:	4229539	REACH FOR THE PEACH

CORRESPONDENCE DATA

Fax Number: 2123108007

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.

Phone: 212.310.8876

Email: juan.arias@weil.com

Correspondent Name: Deana Toner

Address Line 1: Weil, Gotshal & Manges LLP

TRADEMARK

Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: DEANA TONER- 52644.0009

NAME OF SUBMITTER: Deana Toner

SIGNATURE: /Deana Toner/

DATE SIGNED: 06/29/2018

Total Attachments: 5

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Trademark Security Agreement

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of January 25, 2018, (this “**Agreement**”), among PEACH HOLDINGS, LLC, a Delaware 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.

PEACH HOLDINGS, LLC

By: _____

Name: Stephen Kirkwood

Title: Executive Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 006367 FRAME: 0209

HPS INVESTMENT PARTNERS, LLC,
as Collateral Agent

By: _____
Name: Vikas Keswani
Title: Managing Director

Schedule I

United States Trademarks and Trademark Applications

Mark	Serial No.	Record Owner	Reg. No. App. No.
PEACHTREE FINANCIAL SOLUTIONS (words)	85/238948	Peach Holdings, LLC	4,031,401
PEACHTREE FINANCIAL SOLUTIONS & Design (with Leaf Background) (logo)	85/240262	Peach Holdings, LLC	4,031,424
PEACHTREE & Leaf Design	85/453546	Peach Holdings, LLC	4,243,344
PEACHTREE FINANCIAL SOLUTIONS & Design (Orange and Gray)	86/259216	Peach Holdings, LLC	4,761,591
SEE WHAT YOU CAN DO	86/347617	Peach Holdings, LLC	4,828,348
PEACHTREE PAY DAY PROGRAM & Design	86/226016	Peach Holdings, LLC	4,871,325
THE PEACHTREE PROMISE & Design	86/363253	Peach Holdings, LLC	4,828,444
PEACHTREE PROMISE	86/347633	Peach Holdings, LLC	4,828,349
REACH FOR THE PEACH	85/558672	Peach Holdings, LLC	4,229,539