

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vesdia Corporation		06/23/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Collegiate Funding Services, LLC		
Street Address:	10304 Spotsylvania Avenue		
Internal Address:	Suite 100		
City:	Fredericksburg		
State/Country:	VIRGINIA		
Postal Code:	22408		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2725141	BABYMINT	
CORRESPONDENCE DATA			
Fax Number:	(770)951-0933		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7709339500		
Email:	marianne.boland@tkhr.com		
Correspondent Name:	Cynthia J. Lee		
Address Line 1:	100 Galleria Parkway		
Address Line 2:	Suite 1750		
Address Line 4:	Atlanta, GEORGIA 30339		
ATTORNEY DOCKET NUMBER:	342202-3030		
NAME OF SUBMITTER:	Cynthia J. Lee		
Signature:	/cjl/		

OP \$40.00 2725141

Date:

10/07/2005

Total Attachments: 5

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EXHIBIT B**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement is made by VESDIA CORPORATION, a Delaware corporation ("**Assignor**") to COLLEGIATE FUNDING SERVICES, LLC, a Virginia limited liability company, 10304 Spotsylvania Avenue, Suite 100, Fredericksburg, Virginia 22408 ("**Assignee**").

WHEREAS, Assignor has various registered trademarks, unregistered trademarks ("**Trademarks**") and domain name registrations;

WHEREAS, The Trademarks, and domain names, and all associated intellectual property rights, are collectively referred to as the "**Transferred Intellectual Property**" and are described on **Exhibit B2** herein; and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Transferred Intellectual Property.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and obligations contained and set forth herein, and other good and valuable consideration, the receipt and sufficiency of which to bind the Parties hereto is hereby acknowledged by each Party, the Parties hereby covenant and agree as follows:

1. Assignment. Assignor, does hereby irrevocably assign to Assignee:

A. The entire right, title and interest (including but not limited to, the claims, rights, goodwill and all other rights) in the Transferred Intellectual Property described below, including the Trademarks and all copyrights.

B. The right to file foreign copyright or trademark applications on the Transferred Intellectual Property in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications;

C. The right to license, to enforce, to receive remedies and relief including without limitation past royalties for infringement related to the Transferred Intellectual Property.

2. Consideration. It is a condition of Assignors obligations pursuant to the Asset Purchase Agreement by and between the parties hereto, dated June 23, 2005 to enter into this Agreement with Assignee. In consideration for the assignment set forth in Section 1, Assignee shall pay Assignors the sum of one dollar (\$1.00), payable on even date with the Asset Purchase Agreement described above.

3. Representations and Warranties. Except as listed on Schedule 5 of the Asset Purchase Agreement, Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Inventions and the Patents and the Transferred Intellectual Property;
- (c) The Transferred Intellectual Property is free of any liens, security interests, encumbrances or licenses;
- (d) To the best of the Assignor's knowledge, the Transferred Intellectual Property does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Transferred Intellectual Property;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

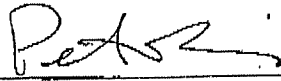
4. **Recording of Transfer and Assignment.** Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and other intellectual property officials in this and foreign countries as are duly authorized by their laws to issue patents, trademarks or copyright registrations, to issue any and all Patents, copyrights, trademarks, or their equivalent, and registrations on the Transferred Intellectual Property to Assignee as the owner of the entire interest, for the sole use and benefit of Assignee, its successors, assigns and legal representatives.
5. **Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.
6. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreement, representations or warranties between them respecting the subject matter hereof.
7. **Amendment.** This Agreement may be amended only by a writing signed by both parties.
8. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
9. **Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
10. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the Commonwealth of Virginia. The Parties agree that any claim arising out of or relating to this Agreement shall be (i) brought in the Circuit Court for the 13th Judicial Circuit in Richmond, Virginia, or (ii) brought in or removed to the United States District Court for the Eastern District of Virginia. The Parties consent to the personal jurisdiction of the courts identified above. The Parties waive (a) any objection to jurisdiction or venue, or (b) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.

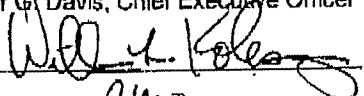
[Signature Begin on Next Page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives, effective this 23rd day of June, 2005.

ASSIGNORS:


VEDDIA CORPORATION,
a Delaware corporation

By: 
Peter G. Davis, Chief Executive Officer

Attest: 
Title: CMO

(CORPORATE SEAL)


Accepted by ASSIGNEE:

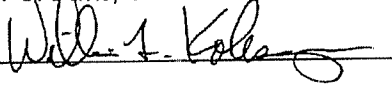
By: 
Name: KEVIN L. AND GRAVER
Title: Sr P, CFO
Address: CFS

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives, effective this 23rd day of June, 2005.

ASSIGNORS:

VEDDIA CORPORATION
a Delaware corporation

By: 
Peter G. Davis, Chief Executive Officer

Attest: 
Title: CHIEF MARKETING OFFICER

(CORPORATE SEAL)

**SIGN
HERE**

Accepted by ASSIGNEE:


By: 
Name:
Title:
Address:

Exhibit B2

Invention/Patent/Trademark/Domain (describe)	
Trademarks	
1.	BabyMint
2.	BabyMint.com
3.	The Smart Way to Save for Education
4.	BabyMint Bucks
5.	BabyMint Tuition Rewards
Domain Names	
1.	www.babymint.com

[SUBJECT TO REVIEW AND REVISION AT THE SOLE DISCRETION OF VESDIA]