

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Educational Services of America, Inc.		09/25/2006	TN Non-Profit Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Edfinancial Services, LLC		
<b>Street Address:</b>	298 N. Seven Oaks Drive		
<b>Internal Address:</b>	Suite 105		
<b>City:</b>	Knoxville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37922		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2977695	EDFINANCIAL SERVICES	
Registration Number:	3094836	EDCONSOLIDATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(615)742-0410		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	615-742-7760		
<b>Email:</b>	trademarks@bassberry.com		
<b>Correspondent Name:</b>	Robert L. Brewer		
<b>Address Line 1:</b>	315 Deaderick Street		
<b>Address Line 2:</b>	Suite 2700		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37238		
<b>ATTORNEY DOCKET NUMBER:</b>	115532-100		
<b>NAME OF SUBMITTER:</b>	Robert L. Brewer		

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Signature:

/Robert L. Brewer/

Date:

10/18/2006

Total Attachments: 4

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## **TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of this 25th day of September, 2006 (the "Effective Date"), by Educational Services of America, Inc., a Tennessee non-profit corporation (the "Assignor") in favor of Edfinancial Services, LLC, a Nevada limited liability company (the "Assignee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement (as defined below) unless otherwise defined herein.

### **BACKGROUND**

WHEREAS, Assignor owns all of the trademarks and servicemarks identified in Schedule 1 attached hereto (the "Trademarks"); and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign to Assignee all right, title and interest in and to the Trademarks, and all goodwill related to or symbolized by such Trademarks; and

WHEREAS, pursuant to the terms and conditions of the Asset Purchase Agreement, of even date herewith (the "Asset Purchase Agreement"), between the Assignee and Assignor, Assignor agreed to transfer substantially all of the assets of the Assignor used in the Business, including the Trademarks, to the Assignee; and

WHEREAS, this Assignment is contemplated by Section 11.6 of the Asset Purchase Agreement; and

WHEREAS, Assignor wishes to execute and deliver this Assignment for the purposes of assigning the Trademarks and all goodwill related to or symbolized by such Trademarks from Assignor to Assignee and recording such assignment with the United States Patent and Trademark Office and any relevant non-U.S. patent and trademark offices.

### **ASSIGNMENT**

NOW, THEREFORE, to effect the transactions contemplated by the Asset Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Assignment. Assignor hereby sells, conveys, transfers, assigns and sets over absolutely to the Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor's rights, title and interest in and to the Trademarks and the use of such Trademarks, including without limitation, all of the goodwill associated with or symbolized by the Trademarks, including any registrations, applications, extensions and renewals of the Trademarks, the right to sue for past, present and future infringement of the Trademarks, the right to assume any licenses connected with the Trademarks and the

right to any other claim arising out of or relating to the use and ownership of the Trademarks, and all rights corresponding thereto throughout the world. It is expressly acknowledged that with respect to the Trademarks for which registration is being sought in the U.S. under the intent-to-use provision of the Trademark Act (15 U.S.C. §1051(b)), Assignor is assigning those Trademarks as part of the entire business or portion thereof to which those Trademarks pertain.

2. Further Assurances. At any time on or after the date of this Assignment, Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances and take or cause to be taken such actions as may reasonably be requested by the Assignee to obtain the full benefit of this Assignment. Assignor further covenants that Assignee will, upon request and without further consideration, be provided promptly with all pertinent facts, documents and specimens relating to the Trademarks and all legal equivalents as may be known or accessible to Assignor.

3. No Modification. This Assignment is not intended to and shall not in any way to supersede, modify or qualify any provision of the Asset Purchase Agreement.

4. Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

5. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in all respects, including validity, interpretation and effect, in accordance with the laws of the State of Tennessee without giving effect to the principles of conflicts of laws thereof.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures to this Assignment transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

*[Signature Page(s) and Schedule Follow this Page.]*

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the Effective Date.

**ASSIGNOR:**

EDUCATIONAL SERVICES OF AMERICA, INC.

By: Ron Gambill  
Name: RON GAMBILL  
Title: CHAIRMAN

**ASSIGNEE:**

EDFINANCIAL SERVICES, LLC

By: Wm. Anthony Holien  
Name: Wm. Anthony Holien  
Title: PRESIDENT

**SCHEDULE 1**

**TRADEMARKS**

**Registered Trademarks:**

Copies of the Trademark Electronic Search System record for the registered Trademarks are attached hereto.

Mark	Registration/Serial Number	Filing Date	Registration Date	Goods & Services
Edconsolidation	3,094,836		May 23, 2006	
Edfinancial Services	2,977,695		July 26, 2005	

**Common Law Trademarks:**

Edweb