

**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>
Collegiate Funding Services, LLC		06/30/2007	LIMITED LIABILITY COMPANY: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vesdia Corporation		
<b>Street Address:</b>	3399 Peachtree Road, NE		
<b>Internal Address:</b>	S: 1050		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2725141	BABYMINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)355-3333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-813-8800		
<b>Email:</b>	dbreitman@goodwinprocter.com		
<b>Correspondent Name:</b>	Dana Breitman		
<b>Address Line 1:</b>	599 Lexington Avenue		
<b>Address Line 2:</b>	Goodwin Procter LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	100144137950		
<b>NAME OF SUBMITTER:</b>	Dana Breitman		
<b>Signature:</b>	/danabreitman/		

CH \$40.00 2725141

Date:

07/09/2007

**Total Attachments: 3**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement is made by **Collegiate Funding Services, LLC** 10304 Spotsylvania Avenue, Suite 100, Fredericksburg, Virginia 22408 ("**Assignor**") to VESDIA CORPORATION, a Delaware corporation ("**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 Subsection 1.A 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 in accordance with the Asset Purchase Agreement between Assignor and Assignee of even date herewith.

Invention/Patent/Trademark/Domain (describe)
<b>Trademarks</b> 1. BabyMint (US Registration No. 2,725,141)
<b>Unregistered Trademarks (to the extent Assignor has any interest)</b>  1. The Smart Way to Save for Education 2. BabyMint Bucks 3. BabyMint Tuition Rewards
<b>Domain Names</b> 1. www.babymint.com

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 Original Asset Purchase Agreement 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) To the best of Assignor's knowledge, 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) To the best of Assignor's knowledge, 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) To the best of Assignor's knowledge, 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 State of Georgia.

[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 30<sup>th</sup> day of June, 2007.

**ASSIGNORS:**

**COLLEGIATE FUNDING SERVICES, LLC**

By: Kenneth E. Bilyeu, Jr.  
KENNETH E. BILYEU, JR., Treasurer

Attest: Joseph F. Serigi  
Title: Vice President

(CORPORATE SEAL)

**Accepted by ASSIGNEE:**

By: \_\_\_\_\_  
Name:  
Title:  
Address: