

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
Edelman Financial Services, Inc.		05/10/2005	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Edelman Financial Services, LLC
Street Address:	4000 Legato Road
Internal Address:	9th Floor
City:	Fairfax
State/Country:	VIRGINIA
Postal Code:	22033
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3120231	EDELMAN MAP MANAGED ASSET PROGRAM
Registration Number:	3123369	THE LIES ABOUT MONEY
Registration Number:	2769768	EDELMAN CENTER FOR PERSONAL FINANCE EDUCATION
Registration Number:	2288936	THE RETIREMENT INCOME - FOR EVERYONE TRUST
Registration Number:	2288935	RIC-E TRUST
Registration Number:	2297019	INSIDE PERSONAL FINANCE WITH RIC EDELMAN
Registration Number:	1949947	THE SMART PLAN
Registration Number:	1880034	EDELMAN FINANCIAL SERVICES
Registration Number:	1829664	THE TRUTH ABOUT MONEY
Serial Number:	77049562	EDELMAN DIRECT

CORRESPONDENCE DATA

Fax Number: (202)955-5564

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Phone: 202.419.2405
Email: anthony.masiello@hklaw.com
Correspondent Name: Anthony R. Masiello
Address Line 1: 2099 Pennsylvania Avenue, NW
Address Line 2: Suite 100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	072474.00001
NAME OF SUBMITTER:	Anthony Masiello/
Signature:	/anthony masiello/
Date:	09/28/2009

Total Attachments: 4
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GENERAL ASSIGNMENT, ASSUMPTION AND BILL OF SALE

THIS GENERAL ASSIGNMENT, ASSUMPTION AND BILL OF SALE dated as of May 10, 2005 (this "Agreement"), between Edelman Financial Services, Inc., a Virginia corporation ("EFS Inc.") and Edelman Financial Services, LLC, a limited liability company organized under the laws of Delaware ("EFS LLC").

WHEREAS, the Reorganization and Purchase Agreement among Sanders Morris Harris Group Inc., The Edelman Financial Center, Inc., The Edelman Financial Center, LLC, and Fredric M. Edelman, dated as of the date hereof (the "Purchase Agreement"), provides for, among other things, the sale, conveyance, assignment, and delivery to EFS LLC by EFS Inc. of the Transferred Assets owned by EFS Inc. (the "EFS Transferred Assets") and the assumption of the Assumed Liabilities of EFS Inc. (the "EFS Assumed Liabilities") by EFS LLC, upon the terms provided in the Purchase Agreement (initially capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement);

WHEREAS, by this Agreement EFS Inc. is vesting in EFS LLC all of the EFS Transferred Assets; and

WHEREAS, by this Agreement EFS LLC is assuming all of the EFS Assumed Liabilities.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, EFS Inc. and EFS LLC agree as follows:

ARTICLE 1

GENERAL ASSIGNMENT

1.01 EFS Inc. sells, conveys, assigns, transfers and delivers unto EFS LLC, its successors and assigns forever, all of EFS Inc.'s rights, titles and interests in, to and under the EFS Transferred Assets of every nature and description, whether tangible or intangible, whether accrued, contingent or otherwise, wherever located, to have and to hold all of the EFS Transferred Assets unto EFS LLC, its successors and assigns to its and their own use forever, subject in each case to the limitations set forth in Section 2.5 of the Purchase Agreement.

1.02 EFS Inc. hereby constitutes and appoints EFS LLC, its successors and assigns, EFS Inc.'s true and lawful attorney, with full power of substitution, in EFS Inc.'s name and stead, but on behalf and for the benefit of EFS LLC, its successors and assigns, (i) to demand and receive from time to time any and all of the EFS Transferred Assets being sold by it hereunder, and to make endorsements and give receipts and releases for and in respect of the same, and any part thereof, (ii) from time to time to institute, prosecute, compromise and settle in EFS Inc.'s name, or otherwise, for the benefit of EFS LLC, its successors and assigns, (except for any actions or proceedings at law, in equity or otherwise, that arise from or relate to the actions of EFS Inc. subsequent to the date of this Agreement, and/or the assets of EFS Inc. that are not included in the EFS Transferred Assets, and/or that may adversely affect EFS Inc., in

TRADEMARK

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are not included in the EFS Transferred Assets, and/or that may adversely affect EFS Inc., in which case EFS Inc. retains the right to participate in the proceedings to protect its interest) any and all actions or proceedings at law, in equity or otherwise, which EFS LLC, its successors and assigns, may deem proper for the collection or reduction to possession of any of the EFS Transferred Assets being sold by EFS Inc. hereunder or for the collection, assertion or enforcement of any claim, right or title of any kind in or to the EFS Transferred Assets being sold by EFS Inc. hereunder hereby sold, conveyed, transferred and assigned, or intended so to be, to defend or compromise any or all actions or proceedings in respect of any of the EFS Transferred Assets, and (iii) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) and (ii) which EFS LLC, its successors and assigns shall deem desirable, EFS Inc. hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by EFS Inc. or by its dissolution or in any manner or for any reason whatsoever.

1.03 EFS Inc. hereby covenants that, at any time and from time to time after the delivery of this Agreement, at EFS LLC's request and without further consideration, that EFS Inc. will do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances as reasonably may be necessary or appropriate more fully to assure to EFS LLC or its successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges by this instrument granted, bargained, sold, conveyed, assigned, transferred, set over and delivered, or otherwise vested in EFS LLC or intended so to be, and to put EFS LLC in actual possession and operating control of, any of the EFS Transferred Assets.

1.04 Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than EFS LLC and its successors and assigns any remedy or claim under or by reason of this Agreement or any terms, covenants or condition hereof, and all the terms, covenants and conditions, promises and agreements in this Agreement contained shall be for the sole and exclusive benefit of EFS LLC and its successors and assigns.

ARTICLE 2

ASSUMPTION

2.01 EFS LLC hereby undertakes, assumes and agrees to perform, pay or discharge when due and in accordance with the terms thereof (to the extent not heretofore performed, paid or discharged), subject to the limitations contained in Section 2.5 of the Purchase Agreement, all the EFS Assumed Liabilities.

ARTICLE 3

MISCELLANEOUS

3.01 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Nothing in this Agreement, expressed

or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

3.02 This Agreement may be amended, supplemented or otherwise modified only by a written instrument executed by the parties hereto. No waiver by either party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving.

3.03 If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.

3.04 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

3.05 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to a contract executed and performed in such State, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this Agreement to be effective in any respect, then the laws of such other jurisdiction shall govern this Agreement to such extent.

3.06 This Agreement is executed by, and shall be binding upon, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, EFS Inc. and EFS LLC have caused this Agreement to be executed on their behalf by their duly authorized officers as of the date first above written.

EDELMAN FINANCIAL SERVICES, INC.

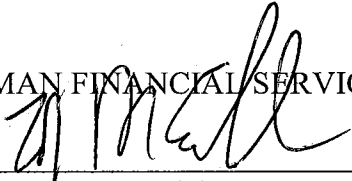


Name: Fredric M. Edelman

Title:

Receipt of the foregoing instrument acknowledged:

EDELMAN FINANCIAL SERVICES, LLC



Name: Fredric M. Edelman

Title: Authorized Person

[Signature Page for General Assignment, Assumption and Bill of Sale – Edelman Financial Services, LLC]