

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Amendment of Assignment of Security Interest in Trademarks	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Citigroup Global Markets Realty Corp.		11/19/2009	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CapitalSource Finance LLC		
<b>Street Address:</b>	4445 Willard Avenue, 12th Floor		
<b>City:</b>	Chevy Chase		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20815		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3456998	EDFINANCIAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-577-8265		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten Muchin		
<b>Address Line 1:</b>	525 W Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	330119-204		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		
<b>Signature:</b>	/Kristin Brozovic/		
<b>Date:</b>	11/23/2009		

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**Total Attachments: 5**

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AMENDMENT OF ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This Amendment of Assignment of Security Interest in Trademarks dated as of November 19, 2009 (this "Assignment"), is made by and between CITIGROUP GLOBAL MARKETS REALTY CORP. ("Citi") and CAPITALSOURCE FINANCE LLC ("CapitalSource").

RECITALS

WHEREAS, Edfinancial Services, LLC, a Nevada limited liability company ("Borrower"), and Citi parties to that certain Notice of Grant of Security Interest in Trademarks dated as of September 25, 2006 and recorded on September 26, 2008 in Reel 3860, Frame 0582 (as the same may be amended, restated or modified from time to time, the "Trademark Agreement");

WHEREAS, pursuant to the Trademark Agreement, Borrower granted to Citi a continuing security interest in, among other things, all of Borrower's right, title and interest in and to the Trademarks, including those trademarks referred to in Attachment 1 hereto;

WHEREAS, pursuant to that certain agreements between Citi and CapitalSource, Citi assigned to CapitalSource all of its interests and obligations as Agent, in each case, under the Trademark Agreement and certain other agreements, including, without limitation, that certain Credit Agreement dated as of September 25, 2006 (as amended, the "Loan Agreement") among Borrower, Lenders from time to time parties thereto, CapitalSource and Citi;

WHEREAS, CapitalSource has agreed to accept the assignment of all of the interests of Citi as Agent under the Loan Agreement from Citi;

WHEREAS, the parties hereto desire to execute this Assignment for the purposes of (i) assigning Citi's security interest in the Borrower's Trademarks and all other interests of Citi in the Trademark Agreement to CapitalSource and (ii) evidencing such assignment of such security interest and other interests in the Trademark Agreement in any filing office where the Trademark Agreement was filed.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CapitalSource and Citi hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Agreement.
2. Assignment. In connection with the assignments from Citi to CapitalSource, Citi does hereby assign and transfer all of its interests in, to and under the Trademark Agreement, and all obligations of Citi thereunder, to CapitalSource. CapitalSource hereby accepts such assignment and assumes all obligations of Citi under the Trademark Agreement. The execution and delivery of this Assignment shall not in any way affect or modify the liability of Borrower

under the Trademark Agreement hereby assigned, and, notwithstanding this Assignment, all of the obligations of Borrower under the Trademark Agreement shall be and remain enforceable by CapitalSource, or by its successors and assigns, against Borrower. All references to "Agent" in the Trademark Agreement shall hereinafter refer to CapitalSource.

3. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Assignment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. In addition, in the event any provision of or obligation under this Assignment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

4. Section Titles. Section and Subsection titles in this Assignment are included for convenience of reference only, do not constitute a part of this Assignment for any other purpose, and have no substantive effect.

5. Successors and Assigns. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. APPLICABLE LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THEREOF (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).


7. Counterparts. This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Assignment.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly qualified officer on the date first written above.

**CITIGROUP CAPITAL MARKETS REALTY  
CORP.**

By:   
Name: *Todd R. Fitchman*  
Title: *Vice President*

**CAPITALSOURCE FINANCE LLC**


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

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly qualified officer on the date first written above.

**CITIGROUP CAPITAL MARKETS REALTY  
CORP.**

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

**CAPITALSOURCE FINANCE LLC**

By:  \_\_\_\_\_  
Name: Christopher J. Blagg  
Title: Authorized Signatory

ATTACHMENT 1  
**U.S. FEDERAL TRADEMARKS**

Mark	Registration No.	Registration Date	Owner
EDFINANCIAL	3456998	07/01/08	EDFINANCIAL SERVICES, LLC