

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT															
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST															
<b>CONVEYING PARTY DATA</b>																
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<b>PROPERTY NUMBERS Total: 4</b>																
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<b>CORRESPONDENCE DATA</b>																
<p>Fax Number: (865)329-5162  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 8659715162          Email: rcarl@bakerdonelson.com          Correspondent Name: robert r carl          Address Line 1: 265 brookview centre way suite 600          Address Line 4: knoxville, TENNESSEE 37919</p>																
<b>NAME OF SUBMITTER:</b>	Robert R. Carl															

OP \$1115.00 2977695

**900171844**

**TRADEMARK**  
**REEL: 004280 FRAME: 0314**

Signature:	/Robert R. Carl/
Date:	09/17/2010
Total Attachments: 4 source=Edfinancial Notice#page1.tif source=Edfinancial Notice#page2.tif source=Edfinancial Notice#page3.tif source=Edfinancial Notice#page4.tif	

SCHEDULE 5(a)-3

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of July 2, 2010 (the "Security Agreement") by and among the Credit Party thereto (each an "Credit Party" and collectively, the "Credit Party") and First Tennessee Bank N.A., as Lender (the "Lender") for the Lender referenced therein (the "Lender"), the undersigned Credit Party has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Lender for the ratable benefit of the Lender:

TRADEMARKS

Trademark No.	Description of Trademark	Date of Trademark
3094836	EDCONSOLIDATION	May 23, 2006
2977695	EDFINANCIAL SERVICES	July 26, 2005
3456998	EDFINANCIAL	April 15, 2008

TRADEMARK APPLICATIONS

Trademark Application No.	Description of Trademark Applied for	Date of Trademark Application
77917108	MEDFINANCIAL	January 21, 2010

The Credit Party and the Lender, on behalf of the Lender, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

EDFINANCIAL SERVICES LLC

By: 

Name: Steven Beasley

Title Senior Vice President/CFO

EDFINANCIAL HOLDINGS LLC

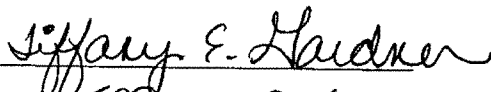
By: 

Name: Steven Beasley

Title: Secretary/CFO

Acknowledged and Accepted:

FIRST TENNESSEE BANK NATIONAL ASSOCIATION,  
as Lender

By: 

Name: Tiffany E. Gardner

Title: Senior Vice President

SCHEDULE 5(m)-1

**FORM OF SPECIAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT EDFINANCIAL SERVICES, LLC AND EDFINANCIAL HOLDINGS LLC , Nevada Limited Liability Companies, with their principal office at 298 North Seven Oaks Drive, Knoxville, Tennessee (hereinafter called "Credit Party") hereby appoints and constitutes First Tennessee Bank National Association, as agent (referred to herein as the "Lender") as defined in the Security Agreement dated as of July 2, 2010 (the "Security Agreement") among Credit Party, the other parties named therein and the Lender, its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Credit Party:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Credit Party in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Credit Party in and to any copyrights, trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

3. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement and takes effect solely for the purposes of Section 5(m) thereof and is subject to the conditions thereof and may not be revoked until the Security Agreement shall have been terminated in accordance with the terms thereof.

Dated: Effective as of July 2, 2010

**EDFINANCIAL SERVICES LLC**

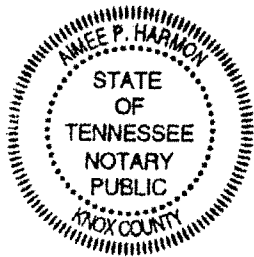
By: *Steven Beasley*

Name: Steven Beasley

Title: Senior Vice President/CFO

STATE OF TENNESSEE )  
 ) ss:  
COUNTY OF KNOX )

On this day of September 13, 2010, before me personally appeared STEVEN BEASLEY to me known, who, being by me duly sworn, did depose and say that he is Senior Vice President/CFO of the Credit Party; and that he signed his name thereto in his capacity as an authorized representative of said entity pursuant to such authority.



*Amee P. Harmon*  
Notary Public

**EDFINANCIAL HOLDINGS LLC**

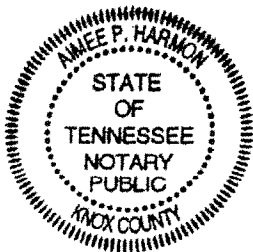
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*Amee P. Harmon*  
Notary Public