TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Edfinancial Holdings LLC		07/02/2010	LIMITED LIABILITY COMPANY: NEVADA
Edfinancial Services LLC		07/02/2010	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	First Tennessee Bank National Association
Street Address:	800 South Gay Street
City:	knoxville
State/Country:	TENNESSEE
Postal Code:	37929
Entity Type:	INC. ASSOCIATION: TENNESSEE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2977695	EDFINANCIAL SERVICES
Registration Number:	3094836	EDCONSOLIDATION
Registration Number:	3456998	EDFINANCIAL
Serial Number:	77917108	MEDFINANCIAL

OP $115.00 2977695

CORRESPONDENCE DATA

Fax Number: (865)329-5162
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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

NAME OF SUBMITTER:	Robert R. Carl

Signature:	/Robert R. Carl/
Date:	09/17/2010

Total Attachments: 4
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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: Tiffany E. Gardner

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: _____

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.

AIMEE P. HARMON
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

_____
Notary Public

EDFINANCIAL HOLDINGS LLC

By: _____

Name: Steven Beasley

Title: Secretary/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 the Secretary/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.

AIMEE P. HARMON
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

_____
Notary Public