

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
HealthTech Publishing Company, Inc.		06/05/2003	CORPORATION: RHODE ISLAND

RECEIVING PARTY DATA

Name:	American HealthTech, Inc.
Street Address:	210 Briarwood One, Briarwood Drive
City:	Jackson
State/Country:	MISSISSIPPI
Postal Code:	39206
Entity Type:	CORPORATION: MISSISSIPPI

PROPERTY NUMBERS Total: 5

Property Type	Number
Registration Number:	2384333
Registration Number:	2394437
Registration Number:	2396612
Registration Number:	2329488
Serial Number:	75688189

CORRESPONDENCE DATA

Fax Number: (404)888-4190
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-888-4169
 Email: eamorgan@hunton.com
 Correspondent Name: Elizabeth Ann Morgan
 Address Line 1: 600 Peachtree Street, N.E., Suite 4100

CH \$140.00 2384333

Address Line 2: Hunton & Williams LLP
Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:

63533.000003

NAME OF SUBMITTER:

Elizabeth Ann Morgan

Total Attachments: 1
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EXHIBIT B

ASSIGNMENT OF SERVICE MARKS

This **ASSIGNMENT OF SERVICE MARKS** is made this 5th day of June, 2003 by and between **HEALTHTECH PUBLISHING COMPANY, INC.**, a Rhode Island corporation, having a principal place of business at 295 Promenade Street, Suite 2, Providence, Rhode Island 02908 ("Assignor"), and **AMERICAN HEALTHTECH, INC.**, a Mississippi corporation, having a principal place of business at Suite 210 Briarwood One, Briarwood Drive, Jackson, Mississippi 39206 ("Assignee").

WHEREAS, Assignor has adopted, owns and has used in its business the marks, registrations and applications identified in the **SETTLEMENT AGREEMENT** by and among Assignee and Assignor of even date herewith (the "Settlement Agreement") and listed on Schedule A attached hereto and made a part hereof (the "Service Marks"); and

WHEREAS, the Assignor wishes to transfer and assign all of its right, title and interest in and to the Service Marks and the parties wish to evidence this absolute transfer of rights by this instrument of assignment;

WHEREAS, the Assignee is purchasing the Service Marks from Assignor pursuant to the terms and conditions of the Settlement Agreement;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns and transfers to Assignee, and Assignee hereby accepts, Assignor's full and entire worldwide right, title and interest in and to:

(i) The Service Marks listed on Schedule A, the appurtenant statutory and common law rights, that part of the goodwill of the business connected with the use of, and symbolized by, the Service Marks (as well as any other trademark registrations and trademark applications Assignor has filed containing the term "HealthTech" in the United States and in any foreign countries), along with any priorities, rights or registrations resulting therefrom;

(ii) Any and all rights and causes of action to recover past, present, or future damages royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Service Marks and to which Assignor is or would have been entitled had the Assignment not been made.

The Service Marks and the associated goodwill is to be held and enjoyed by Assignee for the exclusive use and benefit of Assignee and Assignee's representatives, successors, and assigns, as fully and entirely as the same would be held and enjoyed by Assignor had this Assignment not been made.