

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIT GROUP, INC.		03/12/2004	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA	
Name:	FLEXO INKING TECHNOLOGIES LLC
Street Address:	306 Keystone Drive
City:	Sellersville
State/Country:	PENNSYLVANIA
Postal Code:	18960
Entity Type:	LTD LIAB JT ST CO: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2155847	AUTOPUMP
Registration Number:	2108149	AUTOWASH
Registration Number:	2054085	PRODOFLEX
Registration Number:	2096422	AUTOFLEX

CORRESPONDENCE DATA	
Fax Number:	(216)241-0816
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	216-622-8200
Email:	ipdocket@calfee.com
Correspondent Name:	Calfee Halter & Griswold LLP
Address Line 1:	800 Superior Ave.
Address Line 2:	1400 McDonald Investment Center
Address Line 4:	Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	29950/04000
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NAME OF SUBMITTER:	Ryan W. Falk
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CH \$115.00 2155847

Total Attachments: 9

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment is made as of March 12, 2004 by FIT GROUP, INC., a Pennsylvania corporation ("FIT") and the PNC BANK, NATIONAL ASSOCIATION ("PNC") (each an "Assignor") to FLEXO INKING TECHNOLOGIES LLC, a Delaware limited liability company ("Flexo").

RECITALS:

1. FIT was the owner of certain intellectual property described below.
2. FIT is indebted to PNC for loans and advances made pursuant to that certain Third Amended and Restated Loan and Security Agreement, dated December 21, 2000 (the "Loan Agreement"), as amended, and certain other documents executed and delivered in connection therewith, including, without limitation, security agreements, mortgages, pledges, financing statements, etc. (including the Loan Agreement, collectively, the Security Documents").
3. Pursuant to the Security Documents, PNC holds a perfected lien and security interest in and to all tangible and intangible personal property assets of FIT and certain of its affiliates (collectively, the "Collateral"), as security for all obligations of FIT and such affiliates of FIT to PNC evidenced by sums due pursuant to the Security Documents (collectively, the "Obligations").
4. FIT and such affiliates of FIT are in default under the terms and conditions of the Security Documents, and PNC has demanded payment from FIT and such affiliates of FIT of all amounts due and owing to PNC in connection therewith.
5. FIT and such affiliates of FIT have consented to PNC's exercise of its rights and remedies under the Security Documents and to the repossession and sale by PNC of the Collateral pursuant to Article 9 of the Uniform Commercial Code as enacted and as amended in the Commonwealth of Pennsylvania (the "UCC").
6. By that certain ASSET PURCHASE AGREEMENT (the "Asset Purchase Agreement") entered into as of March 12, 2004, among FIT; PENNFIELD PRECISION, INC., a Pennsylvania corporation ("PPI"); JOHN MATCZAK ("Matczak"); Flexo; PENNFIELD PRECISION SOLUTIONS, LLC, a Delaware limited liability company ("PPS"); and PENNFIELD REAL ESTATE, LLC, a Delaware limited liability company ("PRE," and together with PPS and Flexo, "Buyer"); PNC sold and Buyer purchased the Collateral in accordance with the UCC and upon the terms and conditions contained therein (the "Article 9 Transaction"), and, in addition, Buyer purchased from FIT and PPI certain assets not included in the description of the Collateral.
7. Pursuant to the Asset Purchase Agreement, PNC and FIT wish to sell, transfer, and assign to Flexo, free and clear of any lien, charge, covenant, condition, easement, adverse claim, demand, encumbrance, limitation, security interest, option, pledge or any other title defect or restriction of any kind, the intellectual property identified below.

NOW, THEREFORE, for good and valuable consideration, including portions of the consideration provided by Flexo under the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound:

A. Each Assignor hereby sells, assigns and transfers to Flexo, effective as of the date set forth below, all worldwide right, title and interest in and to all of the following, to be held and enjoyed by

Flexo for its own use and benefit and for its successors and assigns as the same would have been held by such Assignor had this assignment not been made:

(i) all United States and foreign utility and design patents, together with any extensions, reexaminations and reissues of such patents, patents of addition, patent applications, divisions, continuations, continuations-in-part, and all subsequent filings in any country or jurisdiction claiming priority therefrom ("Patents"), owned by such Assignor, including without limitation the patent application shown on Schedule A(i);

(ii) all ideas, designs, concepts, techniques, methodologies, processes, inventions, discoveries, and improvements, whether or not patentable, any invention disclosures and similar disclosures of any of the foregoing, and any shop rights in any of the foregoing ("Inventions"), owned by such Assignor, including without limitation the inventions shown on Schedule A(ii);

(iii) all works of authorship, published or unpublished, and all United States and foreign copyrights, and registrations thereof and applications therefor, including all renewals and extensions thereof and rights corresponding thereto in both published and unpublished works throughout the world ("Copyrights") owned by such Assignor, including without limitation the copyright registrations and applications therefor shown on Schedule A(iii);

(iv) all unregistered trademarks and service marks in the United States and foreign jurisdictions and multinational trademark authorities; all trademarks and service marks registered in the United States and foreign jurisdictions and any applications therefor; any trade names, brand names, product identifiers, certification marks, logos, trade dress, and Internet domain names, and any registration thereof and application therefor in the United States and foreign jurisdictions, including any extension, modification and renewal of any such registration or application, and all goodwill associated with all of the foregoing throughout the world ("Trademarks"), owned by such Assignor, including without limitation the trademark registrations shown on Schedule A(iv);

(v) all mask works, whether commercially exploited or not, and all United States and foreign registrations for a claim of protection therein and applications therefor, including all rights corresponding thereto in mask works, whether commercially exploited or not, throughout the world ("Mask Works"), owned by such Assignor;

(vi) all trade secrets, know-how, formulae, specifications, technical information, data, processes, technology, plans, drawings (including engineering and CAD drawings), research and development, proprietary information, blueprints, and all documentation related to any of the foregoing, except for any such item that is generally available to the public as of March __, 2004 ("Trade Secrets"), owned by such Assignor;

(vii) the right to sue for past infringement, misappropriation, or improper, unlawful or unfair use of any of the foregoing; and

(viii) the rights of such Assignor under all commitments, understandings, instruments, leases, pledges, mortgages, indentures, notes, licenses, agreements, purchase or sale orders, contracts, promises and similar arrangements evidencing or creating any obligation, whether written or oral ("Contract") related to any of the foregoing.

B. Each Assignor hereby sells, assigns and transfers to Flexo, effective as of the date set forth below, all of its right and interest in and to all of the following, to be held and enjoyed by such Assignee

for its own use and benefit and for its successors and assigns as the same would have been held by such Assignor had this assignment not been made:

(i) all Patents, Inventions, Copyrights, Trademarks, Mask Works and Trade Secrets used by or licensed to such Assignor in connection with the conduct of its business of any nature whatsoever;

(ii) all rights of such Assignor to sue for past infringement, misappropriation, or improper, unlawful or unfair use of any of the items in the foregoing Section B(i); and

(iii) all rights of such Assignor under any Contract related to any of the items in the foregoing Sections B(i) and (ii).

C. Each Assignor agrees to execute all instruments and to perform all acts which may be necessary to carry this assignment into full effect. This assignment shall bind each Assignor, its legal representatives, successors and assigns.

Dated: March __, 2004

FIT GROUP, INC.

By: _____

John F. Matzarak

Printed Name: _____

John F. Matzarak

Title: _____

Chairman

^{CHIC}
STATE OF PENNSYLVANIA :

SS

COUNTY OF *Cuyahoga* :

Subscribed and sworn to before me on March 12, 2004

Brent M. Pieta

Notary Public

BRENT M. PIETRAFESE, Attorney-At-Law
Notary Public - State of Ohio
My Commission has no expiration date
Section 147.03 O.R.C.

PNC BANK, NATIONAL ASSOCIATION

By: _____

Printed Name: _____

Title: _____

STATE OF PENNSYLVANIA :

SS

COUNTY OF _____ :

Subscribed and sworn to before me on March __, 2004

Notary Public

SCHEDULE A(i)

Patents

Title: Coating Apparatus and Method for Dispensing a Liquid, and Drawing and Cleaning a Coating Apparatus

Inventors: Dean K. Bleiler & Edward B. Overly

Country	Application No.	Filing Date	Patent No.	Issue Date	Status
United States	519,107	8/25/1995	5,683,508	11/4/1997	Granted
Europe	96112858	8/9/1996	765747	11/27/2002	Granted
Germany	69601766	8/9/1996			Pending

Title: Fountain Assembly

Inventor: Christian DeNicola & Martino Alesandro

Country	Application No.	Filing Date	Patent No.	Issue Date	Status
United States	998,732	12/30/1992	5,410,961	5/2/1995	Granted
Europe	688670	12/15/1993	688670	3/12/97	Granted
Europe	607574	12/15/1993	607574		Revoked
Germany	69308896	12/15/1993			Pending
Germany	69302465	12/15/1993			Revoked

SCHEDULE A(ii)

Copyrights

Copyright	Registration Number	Registration Date	Status
AUTOWASH	TXu-654-822	9/30/1994	

SCHEDULE A(iii)

Inventions

1. Onset Viscosity Controller

SCHEDULE A(iv)

Marks

Mark	Country	Filing Date	Serial Number	Registration Number	Registration Date	Status	Type of Mark
AUTOPUMP	U.S.	8/24/1995	74/719723	2,155,847	5/5/1998	Registered	Word
AUTOWASH	U.S.	8/24/1995	74/719722	2,108,149	10/28/1997	Registered	Word
PRODOFLEX	U.S.	8/24/1995	74/719721	2,054,085	4/22/1997	Registered	Word
AUTOFLEX	U.S.	8/24/1995	74/719720	2,096,422	9/16/1997	Registered	Word
AUTOFLEX	IT	1/31/1996		746717	5/14/1998	Registered	
AUTOFLEX	DE	10/28/1995		39543920	12/12/1996	Registered	
AUTOFLEX	UK	11/3/1995		2043505	2/28/1997	Registered	
FIT Group Inc.							Trade Name
Flexo Inking Technologies							Trade Name