

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vitaball, Inc.		04/25/2001	CORPORATION: PENNSYLVANIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AMERIFIT, INC.
<b>Street Address:</b>	166 Highland Park Drive
<b>City:</b>	Bloomfield
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06002
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1917147	VITABALL

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(860)286-0115
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	860-286-2929
<b>Email:</b>	TM@cantorcolburn.com
<b>Correspondent Name:</b>	George A. Pelletier, Jr.
<b>Address Line 1:</b>	55 Griffin Road South
<b>Address Line 2:</b>	Cantor Colburn LLP
<b>Address Line 4:</b>	Bloomfield, CONNECTICUT 06002

<b>ATTORNEY DOCKET NUMBER:</b>	AMF-0021-T
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<b>NAME OF SUBMITTER:</b>	Connie Wussow
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<b>Total Attachments: 3</b> source=Assignment Page 1#page1.tif source=Assignment Page 2#page1.tif source=Assignment Page 3#page1.tif
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CH \$40.00 1917147

## EXHIBIT B

### Assignment Of Trademark

This Assignment Agreement (this "Agreement") is made effective as of April 2, 2001 (the "Effective Date") by and between VITABALL, INC., a Pennsylvania corporation with a principal place of business at 19471 Greer Road, Saegertown, PA 16433 ("Assignor"), and AMERIFIT, INC., a Delaware corporation with a place of business at 166 Highland Park Drive, Bloomfield, CT 06002 ("Assignee"). VITABALL and AMERIFIT are each hereafter referred to individually as a "Party" and together as the "Parties".

WHEREAS, the Assignor is the owner of the trademark and trademark registrations listed on the attached Schedule A (collectively referred to as the "Marks");

~~March 11~~ <sup>April</sup> WHEREAS, the Assignor and the Assignee entered into an Exclusive License Agreement dated as of ~~March 11~~ <sup>April</sup>, 2001 (the "License Agreement");

WHEREAS, the execution and delivery of this Assignment is contemplated under Section 2.2 of the License Agreement; and

WHEREAS, the Assignor has agreed to assign the Marks to the Assignee, and the Assignee hereby accepts said assignment.

NOW, THEREFORE, in consideration of and exchange for the consideration set forth in the License Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee, its successors and assigns, all of the Assignor's right, title and interest in and to the Marks, and in and to the registrations thereof, together with the good will of the business symbolized by each such Mark, and in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and in and to all causes of action (in either law or equity) and the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned to assignee pursuant to the Assignment;

Assignor hereby covenants that it will, if any Mark is a registered Mark or pending Mark, file an application to record this Assignment with the appropriate offices and to obtain any certificates or other documentation as may be necessary to evidence the transfer of the Marks listed on the attached Schedule A to Assignee, its successors and assigns, in accordance with the terms of this instrument;

Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith which have not been previously identified to Assignee; and

This assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the internal laws of the State of Connecticut, without giving effect to the conflict of law principles thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on the date first above written.

ASSIGNOR:

VITABALL, INC.

By: Roguel Schlosser

Title: President

Countersigned

ASSIGNEE:

AMERIFIT, INC.

By: DP Balaga

Title: VP-Marketing

SCHEDULE A  
Marks

<u>Trademark</u>	<u>Registration No.</u>	<u>Date</u>
Vitaball	1,917,147	Sept 5, 1995

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