

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

**05/05/2010
 900161406**

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paul Wideman		03/26/2007	INDIVIDUAL: UNITED STATES
Thinkfit, LLC (New York)		03/26/2007	LIMITED LIABILITY COMPANY: <i>New York</i>
RECEIVING PARTY DATA			
Name:	Thinkfit, LLC (California)		
Street Address:	27459 Paseo Sierra		
City:	San Juan Capistrano		
State/Country:	CALIFORNIA		
Postal Code:	92675		
Entity Type:	LIMITED LIABILITY COMPANY: <i>California</i>		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2099494	THINKFIT	
Registration Number:	2044383	SMART BELLS	
CORRESPONDENCE DATA			
Fax Number:	(650)298-9696		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(650) 298-9600		
Email:	jim@thinkfit.com		
Correspondent Name:	James Phills, THINKFIT ENTERPRISES		
Address Line 1:	303 Convention Way, Unit 3		
Address Line 4:	Redwood City, CALIFORNIA 94063		
NAME OF SUBMITTER:	James Phills		
Signature:	/James Phills/		
Date:	05/05/2010		

OP \$65.00 2099494

EXHIBIT B

Service Mark/Trademark Assignment

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 26th day of MARCH, 2007, by and between Thinkfit, LLC, a New York limited liability company ("TFNY"), Paul Widerman, an individual ("WIDERMAN"), (collectively, TFNY and WIDERMAN are referred to herein as ASSIGNORS), and Thinkfit, LLC, a California limited liability company ("ASSIGNEE").

WHEREAS, ASSIGNORS have adopted, used, are using, and are the owners of the trademark and service mark listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademarks") worldwide;

WHEREAS, ASSIGNORS have acquired goodwill associated with and symbolized by said Trademarks and have not abandoned the same;

WHEREAS, ASSIGNORS are the owner of the federal and state trademark registrations and applications relating to the Trademarks listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registrations");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademarks and related applications worldwide and any other registered or unregistered trademarks owned or used by ASSIGNORS or any of its licensees worldwide; and

WHEREAS, ASSIGNORS are willing to assign to ASSIGNEE all rights, title, and interest in and to the Trademarks and related applications and registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS hereby assign and sell to ASSIGNEE all rights, title, and interest in and to the following:

- (1) the Trademarks set forth in Schedule A;
- (2) the applications and registrations set forth in Schedule B; and
- (3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNORS or any of its licensees;

TRADEMARK

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together with the goodwill symbolized by said Trademarks, applications, and registrations, and other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNORS or any of its licensees concurrent with the transfer of certain tangible assets as indicia of said goodwill.

501 NORTH EL CAMINO REAL

Executed at SAN CLEMENTE, CA this 26th day of MARCH, 2007.

Paul Widerman, an individual,

Paul Widerman

501 NORTH EL CAMINO REAL

Executed at SAN CLEMENTE, CA this 26th day of MARCH, 2007.

Thinkfit, LLC, New York limited liability company

By: Paul Widerman
Paul Widerman,

Title: OWNER

STATE OF)
CALIFORNIA) ss.
COUNTY OF)
ORANGE

On March 26, 2007, before me, Kelly C. Finney, notary public, personally appeared Paul Widerman personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in both individual and authorized capacity(ies), and that by his signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Kelly C. Finney
Signature

STATE OF)
CALIFORNIA) ss.
COUNTY OF)
ORANGE

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Marks: THINKFIT, SMART BELLS

SCHEDULE B

Federal Trademark Registration(s):

<u>MARK</u>	<u>REG. NO.</u>
THINKFIT	2099494
SMART BELLS	2044383

3501955
030607

SCHEDULE 1.1

Intellectual Property

Sellers' Patents

Patent No. D480,871 (carry bag)

Patent No. 5,692,996 (sculpted weight for physical fitness routine)

Patent No. D536,562 (Smart Bells Transporter)

Sellers' Service Mark/Trademark

Thinkfit Service Mark No. 2099494

Smart Bells Trademark No. 2044383

Sellers' Websites

All Intellectual Property related to, associated with, used in the operation of, and/or underlying Sellers' web sites located at <http://www.thinkfit.com> and <http://www.smartbells.com> including, without limitation, all of Sellers' software, source code, documentation, know-how, inventions, and data related to the operation of such web sites.

Smart Bell Products

All Intellectual Property related to, associated with, used in the operation of, and/or underlying Sellers' Smart Bells product (further described below), including without limitation all of Sellers' instructional videos, manuals, documentation, know-how, inventions, and data related to such products. Such Intellectual Property also includes a patent application that has been drafted but not yet filed but shall specifically exclude the following: (i) Patent Application No. 10/852,321 for "Computer or Monitor Accommodating an Exercise Devise" and (ii) Patent Application No. 11/104,105 for "Dual Image Learning".

Sellers' Domain Names

The following domain names:

smartbells.com

thinkfit.com

License Rights

Any licenses granted to Sellers relating to Sellers' fitness products, including but not limited to any licenses granted pursuant to employee and/or consultant proprietary information and inventions agreements.

TRADEMARK

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SCHEDULE 1.2

Disclosure Schedule

The information contained in the Disclosure Schedule are exceptions to the representations and warranties made by Sellers and shall be deemed further representations and warranties of Sellers as if fully set forth in the Agreement. The Disclosure Schedule shall be arranged in separate parts corresponding to the numbered and lettered sections contained in the Agreement; however, all information disclosed in the Disclosure Schedule shall be deemed disclosed under and incorporated into any other section of the Agreement where such disclosure would be reasonably apparent and appropriate based on the description of such disclosure. Any parts marked "None" indicate that Sellers have no exceptions with regard to such representations and warranties.

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INTENTIONALLY
LEFT BLANK.**