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VER SHEET

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #30

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AGENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

MRD 11-29-99

<p>1. Name of conveying party:</p> <p>Opher Pail 625 Main Street, Apartment 1433 New York, New York 10044</p> <p><input checked="" type="checkbox"/> A United States citizen</p>	<p>2. Name and address of receiving party:</p> <p>Precise Imports Corporation 15 Corporate Drive Orangeburg, New York 10962</p> <p><input checked="" type="checkbox"/> A New York corporation</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Change of Address</p> <p>Execution Date(s): November 4, 1999</p> <p>1st Inventor: 2nd Inventor: 3rd Inventor: 4th Inventor:</p>	
<p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date(s) of the application is(are):</p> <p>1st (sole) Inventor: 2nd Inventor: 3rd Inventor: 4th Inventor:</p> <p>A. Patent Application No.(s):</p> <p>B. Patent No.(s): Des. 398,253</p>	

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PATENT

5. Name and address of party to whom correspondence concerning document should be mailed:

**Marc Fried, Esq.
Nixon Peabody LLP
437 Madison Avenue
New York, New York 10022**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):

Previously paid (see original transmittal)

A check in the amount of **\$40.00** is enclosed.

8. Deposit Account Number: 14-1138

Charge total fee to account.


Charge any additional fees to account.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and the document attached hereto is the original document.

Date: November 19, 1999


Marc L. Fried, Esq.

[Total number of pages including cover sheet, attachments and document: 5]

ASSIGNMENT

WHEREAS, I, Opher Pail, a United States citizen, residing at 625 Main Street, Apartment 1433, New York, New York 10044, am the patentee of certain new and useful improvements in a FLASHER PEDOMETER, for which a Patent has issued to me in the United States, recorded as United States Patent No. Des. 398,253;

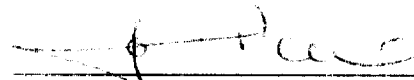
AND WHEREAS, Precise Imports Corporation, a New York corporation, with its principal place of business at 15 Corporate Drive, Orangeburg, New York 10962, desires to acquire the entire right, title and interest in and to the said improvements and the said Patent:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I, the said patentee, do hereby acknowledge that I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto Precise Imports Corporation, its successors, legal representatives and assigns, the entire right, title and interest throughout the world in, to and under the said improvements, and the said Patent and all continuations, divisions, reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents as aforesaid, to issue all Letters Patent for said improvements to the said Precise Imports Corporation, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that, upon request by Precise Imports Corporation, I will communicate to the said Precise Imports Corporation, its successors, legal representatives and assigns, any facts known to me respecting said improvements and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do anything reasonably possible to aid the said Precise Imports Corporation, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries, provided that any costs reasonably incurred by me in connection with such actions which are authorized by Precise Imports Corporation before I incur them and are supported by receipts or other adequate documentation that such costs were actually incurred by me, will be reimbursed by Precise Imports Corporation.

AND I HEREBY FURTHER covenant and agree that, upon my receipt from the United States Patent Office or any other party of any correspondence, documentation, or other communication concerning United States Patent No. Des. 398,253 or the improvements described therein, I will promptly forward a copy of such correspondence, documentation, or other communication to Precise Imports Corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 4th day of November, 1999.

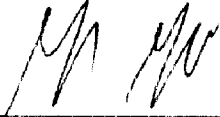


Opher Pail

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On the 1st day of November, 1999, personally appeared Opher Pail to me

personally known and known to me to be the same person described in and who executed the foregoing Assignment, and he duly acknowledged to me that he executed the same.



Notary Public

GLENN GREENWALD
Notary Public, State of New York
No. 02GR5077465
Qualified in New York County
Commission Expires May 12, 2001