

ASSIGNMENT

WHEREAS I Shawn Price a citizen of the United States
and residing at 5850 Strasbourg Court
Reno, Nevada 89511 have invented certain new and
useful improvements in

ATHLETIC SHOE ATTACHMENT

for which I have executed an application for United States Letters Patent on
April 4, 2001

AND WHEREAS Price Advanced Innovations, Inc. a Nevada corporation
organized and existing under the laws of the state of Nevada, and having
a place of business at Reno, Nevada
hereinafter called Assignee, is desirous of acquiring an interest in and to said
application and the inventions and improvements therein disclosed;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand
paid, and other good and valuable considerations, the receipt and sufficiency of
which are hereby acknowledged, I do hereby assign, sell, transfer, and set over unto
said Assignee my entire right, title and interest in and to said application and the
inventions and improvements therein disclosed for the United States of America and
all foreign countries, including all of my rights under the International Convention
for the Protection of Industrial Property, and any Letters Patent which may issue
therefor in the United States of America and all foreign countries, and all
divisions, reissues, continuations, renewals, reexaminations and/or extensions
thereof, said Assignee to have and to hold the interests herein assigned to the full
ends of the terms of said Letters Patent and any and all divisions, reissues,
continuations, renewals, reexaminations and/or extensions thereof respectively, as
fully and entirely as the same would have been held and enjoyed by me had this
assignment not been made.

I hereby authorize and request the Patent Office officials in the United States
and any and all foreign countries to issue any and all said Letters Patent, when
granted, to said Price Advanced Innovations, Inc.

as assignee of my entire right, title, and interest in and to the same.

And for the considerations aforesaid, I agree that I will communicate to said
Assignee or the representatives thereof any facts known to me respecting said
inventions and improvements, and will, upon request, testify in any legal
proceedings, sign all lawful papers, execute all divisional, reissue, continuation,
renewal, reexaminations, and/or extension applications, make all rightful oaths and
generally do all other and further lawful acts deemed necessary or expedient by said
Assignee or by counsel for said Assignee to assist or enable said Assignee to obtain
and enforce full benefits from the rights and interest herein assigned.

This assignment shall be binding upon my heirs, executors, administrators or
legal representatives, as the case may be, and shall inure to the benefit of the
heirs, executors, administrators, successors, legal representatives and/or assigns,
as the case may be, of said Assignee.

IN TESTIMONY WHEREOF I have hereunto set my hand this 16 day of
APRIL, 2001.

 President


STATE OF NEVADA)
COUNTY OF RENO) ss:

Before me, a notary public in and for the said county and state, personally
appeared Shawn Price who acknowledged that he is the
person who executed the foregoing assignment and acknowledged it to be his free
and voluntary act and deed.

Witness my hand and notarial seal this 16th day of April,
2001.

SEAL




Notary Public
My commission expires: 11-4-01

RECORDED: 05/29/2001

PATENT
REEL: 011850 FRAME: 0135