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original documents or copy thereof.

1. Name of conveying party(ies):

Barry A. Goldberg
Grisel Quesada

9.30.02

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: March 4, 2002

2. Name and address of receiving party(ies)

Name: BAG Enterprises, Inc.

Internal Address:

Street Address: 13882 N. Kendall Drive

City: Miami State: FL. Zip: 33186

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)
29/148,412

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Malloy & Malloy, P.A.

Internal Address: c/o Peter A. Matos

Street Address: 2800 S.W. Third Avenue

Historic Coral Way

City: Miami State: FL. Zip: 33129

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

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

Peter A. Matos
Name of Person Signing

Signature

9/23/01
Date

Total number of pages including cover sheet, attachments, and documents: 2

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

A S S I G N M E N T

(1-3) Insert Name(s) of Inventor(s)

(1) BARRY A. GOLDBERG

(2) GRISEL QUESADA

(3)

In consideration of the sum of one dollar (\$1.00), and other good and valuable consideration paid to each of the undersigned, each of the undersigned assigns, transfers and sets over unto

(4) Insert Name(s) of Assignee

(4) BAG Enterprises, Inc.

(5) Insert Address of Assignee

(5) 13882 N. Kendall Drive

Miami. Florida 33186

(hereinafter designated as the Assignee), its successors and assigns, the entire right, title and interest for the United States, its territories, dependencies and possessions, in and to the invention known as

(6) Insert Identification of Invention,

(6) PEDICURE SHOE

Serial No.: 29/148,412 Filed: September 18, 2001

for which the undersigned has (have) executed an application for patent in the United states of America on

(7) Insert Date of Signing of Application (7)

and assigns, transfers and sets over to Assignee the entire right, title and interest in and to said application for patent in the United States of America and worldwide rights and any patents, original, reissue, continuation-in-part, divisional, substitute or extension, which may issue therefrom.

1) The undersigned agree(s) to execute all papers necessary in connection with this application and any continuing, divisional or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

2) The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation, divisional or reissue thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward which such interference.

3) The undersigned agree(s) to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

4) The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States patent to the Assignee.

5) The undersigned hereby authorize(s) and request(s) the Commission of Patents to issue any and all Letters Patent of the United States resulting from said application or any divisional or continuing or reissue applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) full right to convey the entire interest herein assigned, and the he has (they have) not executed, and will not execute, any agreement in conflict herewith.

6) The undersigned hereby grant(s) John Cyril Malloy, Reg. No. 19,531, James E. Wetterling, Jr., Reg. No. 31,440, Jennie S. Malloy, Reg. No. 37,670 and Peter A. Matos, Reg. No. 37,884, the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date 3/4/2002 Name of Inventor *B. Goldberg* (SEAL)
BARRY A. GOLDBERG

Date 3/4/2002 Name of Inventor *Grisel Quesada* (SEAL)
GRISEL QUESADA

This assignment should preferably be signed before a United States Consul. If not, then the execution by the inventor(s) should be witnessed by at least two witnesses who sign here:

WITNESS
By: *Rubel Gutman*
Print Name: Rubel Gutman

WITNESS
By: *N. Bloedoor*
Print Name: N. Bloedoor