

To the Director, U.S. Patent and Trademark O

documents or copy thereof.



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of receiving party(ies):

1. Name of conveying party: (List using le.
numbers for multiple parties)

- 1.) Ali Naqvi
2.) Karim A. Virani

Additional name(s) of conveying party(ies)
attached?

() Yes (X) No

Name: Fresh Innovations Inc.

Internal Address:

Street Address: 1027 Rexford Lane

City: Anaheim State: CA

ZIP: 92808

Additional name(s) of receiving party(ies) attached?

() Yes (X) No

3. Nature of conveyance:

- (X) Assignment () Security Agreement
() Merger () Change of Name
() Other:

Execution Date: (List as in section 1 if multiple
signatures)

- 1.) July 27, 2005
2.) July 27, 2005

4. US or PCT Application number(s) or US Patent
number(s):

(X) Application filed herewith

Additional numbers attached?

() Yes (X) No

5. Party to whom correspondence concerning
document should be mailed:

Customer No. 20,995

Address: Knobbe, Martens, Olson & Bear, LLP
2040 Main Street, 14th Floor
Irvine, CA 92614

Return Fax: (949) 760-9502

Attorney's Docket No.: FINN.011DA

6. Total number of applications and patents
involved: 1

7. Total fee (37 CFR 1.21(h)): \$40

(X) Enclosed

8. Deposit account number: 11-1410

Please charge this account for any additional fees
which may be required, or credit any overpayment
to this account.

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.

Irfan A. Lateef

Name of Person Signing

Signature

August 3, 2005

Date

51,922

Registration No.

Total number of pages including cover sheet, attachments and document: 3

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ASSIGNMENT

WHEREAS, We, Ali Naqvi, a United States citizen, residing at 1027 Rexford Lane in Anaheim, California 92808, and Karim A. Virani, a United States citizen, residing at 1027 Rexford Lane in Anaheim, California 92808, have invented certain new and useful improvements in a MOUSE PAD IN THE SHAPE OF SPORTS UNIFORMS for which we have executed an application for Letters Patent in the United States, on even date herewith;

AND WHEREAS, Fresh Innovations Inc. (hereinafter "ASSIGNEE"), a Nevada Corporation, with its principal place of business at 1027 Rexford Lane in Anaheim, California 92808, desires to acquire the entire right, title, and interest in and to the said improvements and the said Application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said inventors, do hereby acknowledge that we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, 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 application and all provisional applications relating thereto, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all 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 we 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 on applications as aforesaid, to issue all Letters Patent for said improvements to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE DO HEREBY sell, assign, transfer, and convey to ASSIGNEE, his successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said Letters Patent before or after issuance.

AND WE HEREBY covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us 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 everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 27 day of July, 2005.

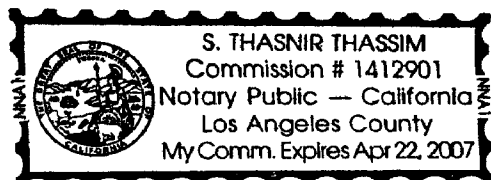
Ali Naqvi

STATE OF California }
COUNTY OF Orange } ss.

On July 27th, before me, S. Thasnir Thassim, personally appeared Ali Naqvi personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



S. Thasnir Thassim
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 24 day of July, 2005.

Karim A. Virani
Karim A. Virani

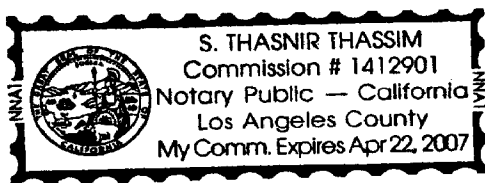
STATE OF California }
COUNTY OF Orange } ss.

On July 27th, before me, S. Thasnir Thassim, personally appeared Karim A. Virani personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

S. Thasnir Thassim
Notary Signature



1830273
072505

COPY

Application No.: Unknown
Filing Date: Herewith

* please do not record *

PATENT
Client Code: FINN.011DA
Page 1

ASSIGNMENT

WHEREAS, We, Ali Naqvi, a United States citizen, residing at 1027 Rexford Lane in Anaheim, California 92808, and Karim A. Virani, a United States citizen, residing at 1027 Rexford Lane in Anaheim, California 92808, have invented certain new and useful improvements in a MOUSE PAD IN THE SHAPE OF SPORTS UNIFORMS for which we have executed an application for Letters Patent in the United States, on even date herewith;

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AND WE DO HEREBY sell, assign, transfer, and convey to ASSIGNEE, his successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said Letters Patent before or after issuance.

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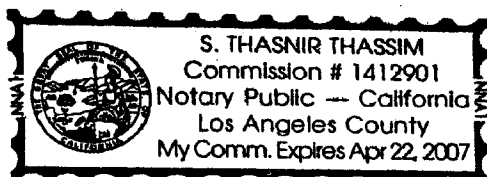
Ali Naqvi

STATE OF California }
COUNTY OF Orange } ss.

On July 27th, before me, S. Thasir Thassin, personally appeared Ali Naqvi personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



S. Thasir Thassin
Notary Signature

PATENT
REEL: 016864 FRAME: 0878

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 27 day of July, 2005.

Karim A. Virani
Karim A. Virani

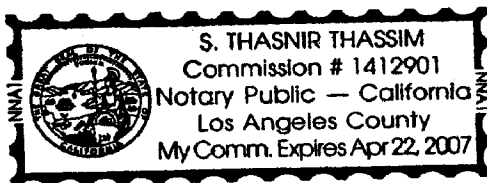
STATE OF California }
COUNTY OF Orange } ss.

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WITNESS my hand and official seal.

[SEAL]

S. Thasnir Thassim
Notary Signature



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