



101407344

Tab settings 6/16/00

To the Honorable Commissioner of Patents and Trademarks, 101407344 Documents or copy thereof.

1. Name of conveying party(ies):
Styling Technology Corporation

2. Name and address of receiving party(ies)
Name: American International Industries

Internal Address: _____
Street Address: 2220 Gaspar Avenue
City: Los Angeles State: CA ZIP: 90040

- Individual(s)
- General Partnership
- Corporation-State
- Other _____

- Association
- Limited Partnership

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

3. Nature of conveyance:
- Assignment
 - Security Agreement
 - Other _____
 - Merger
 - Change of Name

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

Execution Date: January 11, 2000

4. Application number(s) or patent number(s):
A. Trademark Application No.(s) 75/612,221

B. Trademark Registration No.(s) 1,434,565
1,292,731
1,241,828
1,481,296

Additional numbers attached? Yes No See Schedule 2 attached

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

Name: Mark Kremer
Internal Address: Conkle & Olesen
Street Address: 3130 Wilshire Blvd.
Suite 500
City: Santa Monica State: CA ZIP: 90403

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 200.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
032665

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

07/19/2000 DHEIYEN 00000099 032665 75612221

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 100.00 CH

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.

Mark Kremer
Name of Person Signing

Mark
Signature

6/13/00
Date

Total number of pages including cover sheet, attachments, and document: 11

ASSIGNMENT OF PATENTS AND TRADEMARKS

WHEREAS, Styling Technology Corporation ("Assignor"), a corporation organized under the laws of the State of Delaware and having its patents and principal place of business in the City of Scottsdale, State of Arizona.

WHEREAS, Assignor is the owner of certain inventions for which letters Patent have been issued and which are the subject of applications for letters Patent by the offices of the United States and/or various other countries, including without limitation those described and identified on Schedule 1 attached hereto (collectively, the "Patents").

WHEREAS, Assignor is the owner of certain trademarks which are pending registration in the offices of the United States and/or various other countries, including without limitation those described and identified on Schedule 2 attached hereto (collectively, the "Trademarks").

WHEREAS, American International Industries ("Assignee"), organized and existing under the laws of the State of California and having its principal place of business in the City of Commerce, State of California, is desirous of acquiring all the right, title and interest in and to the Patents and Trademarks and the inventions and registrations thereof and any pending applications therefor and the goodwill of the business pertaining thereto.

THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Assignor makes this Assignment of Patents and Trademarks as follows:

1. GRANT OF RIGHTS:

(a) Patents: Assignor irrevocably grants, sells, transfers, assigns and delivers to buyer, all right, title and interest of every kind and character throughout the world to the Patents and inventions embodied therein including without limitation, any and all modifications thereof and improvements thereon, the benefit of any and all agreements, assignments and other documents entered into by Assignor regarding the Patents, all results and proceeds and any contracts relating to the Patents, all documents regarding such right, title and interest in the Patents and any and all such rights which may later arise, be created or be acquired by Assignor, it being acknowledged and understood that it is the intention of this assignment to confer upon Assignee full and complete ownership of the Patents for their life, or any term, allowed by law.

(b) Trademarks: Assignor irrevocably grants, sells, transfers, assigns

and delivers to buyer, all right, title and interest of every kind and character throughout the world to the Trademarks including without limitation, the benefit of any and all agreements, assignments and other documents entered into by Assignor regarding the Trademarks, all results and proceeds of any contracts relating to the Trademarks, all documents regarding such right, title and interest in the Trademarks and any and all such rights which may later arise, be created or be acquired by Assignor, it being acknowledged and understood that it is the intention of this assignment to confer upon Assignee a full and complete ownership of the Trademarks for their life, or any term, allowed by law.

2. **WARRANTIES:** Assignor represents and warrants:

(a) It holds sole ownership and title to the Patents and Trademarks and will never grant, transfer, encumber or assign in whole or in part, any right, title or interest in and to the Patents or Trademarks in a manner inconsistent with the grant to Assignee under this agreement. The Patents or Trademarks include all of the patents, trademarks and registrations therefor purchased from Inverness Corporation.

3. **RIGHTS AND OBLIGATIONS:**

(a) Assignor appoints Assignee as its irrevocable attorney in fact with the right but not the obligation to enforce and protect all rights, licenses and privileges and property granted under any and all of the Patents or Trademarks to prevent any infringement of them, and to litigate, collect and receive compensation for all damages arising from any infringement of rights, licenses or privileges of any of the Patents or Trademarks. Assignor agrees to cooperate with Assignee in any such suit or action so instituted by Assignee.

(b) Assignor agrees to execute and deliver and cause to be executed and delivered to Assignee, any and all documents and instruments, in form and substance reasonably satisfactory to Assignor and its counsel, necessary to effect and complete the transfer; grant or sale to Assignee of all rights or property acquired or intended to be acquired by Assignee under this Agreement.

(c) Assignee, its successors and assigns are empowered to do all things and acts necessary in the name of Assignee to enforce, prosecute or register all rights of the Patents or Trademarks or otherwise granted hereunder. Assignee is specifically empowered but not obligated to secure such rights in its own name. Assignee is authorized and appointed attorney in fact of and for Assignor to make execute, deliver any and all documents, certificates and other instruments in obtaining, securing and extending any of the rights, registrations, licenses, certificates or other filings for the

Patents or Trademarks, so long as such documents do not create any liabilities or obligations for Assignor.

Dated: _____

STYLING TECHNOLOGY CORPORATION

By: *Jan Lapold*
Its: _____

Schedule 1

Patents

0057.04319997

WORLDWIDE PATENT REGISTRATIONS

TITLE	COUNTRY	PATENT NUMBER	REGISTRATION DATE
Hot Wax Hair Remover Apparatus	AUSTRALIA	564,359	03/09/1988
Depilatory Lotion Dispenser	AUSTRALIA	579,423	11/24/1988
Depilatory Lotion Dispenser	CANADA	1,259,583	09/19/1989
Hot Wax Hair Remover Apparatus	CANADA	1,209,874	08/19/1986
Depilatory Lotion Dispenser	FRANCE	85 17 605	08/25/1989
Hot Wax Hair Remover Apparatus	FRANCE	82 16 474	11/09/1987
Depilatory Lotion Dispenser	GERMANY	35 42 150	06/13/1990
Hot Wax Hair Remover Apparatus	GERMANY	32 42 001	12/06/1990
Hot Wax Hair Remover Apparatus	GERMANY	32 49 972	08/05/1993
Depilatory Lotion Dispenser	ITALY	1,183,010	10/05/1987
Depilatory Lotion Dispenser	JAPAN	1,648,163	03/13/1992
Hot Wax Hair Remover Apparatus	JAPAN	1,473,013	03/07/1988
Depilatory Lotion Dispenser	NETHERLANDS	191,925	11/04/1996
Hot Wax Hair Remover Apparatus	NETHERLANDS	190,745	07/02/1994
Depilatory Lotion Dispenser	SPAIN	549,371	06/25/1986
Hot Wax Hair Remover Apparatus	SPAIN	516924	06/08/1983
Depilatory Lotion Dispenser	U.K.	2,171,060	06/01/1989
Hot Wax Hair Remover Apparatus	U.K.	2,113,994	03/05/1986
Depilatory Lotion Dispenser	U.S.	4,752,148	06/21/1988
Hot Wax Hair Remover Apparatus	U.S.	4,773,784	09/27/1988
Design for Depilatory Dispenser	U.S.	D289,565	04/28/1987
Hot Wax Hair Remover Apparatus Design	U.S.	D333,883	03/09/1993
Hot Wax Hair Remover Apparatus	U.S.	4,958,951	09/25/1990

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Schedule 2

Trademarks

0087.04319987

WORLDWIDE TRADEMARK REGISTRATIONS/APPLICATIONS/MARKS

MARK	COUNTRY	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
CLEAN + EASY	ARGENTINA	1.813.903	09/10/1991		
CLEAN + EASY	ARGENTINA	1.813.904	09/10/1991		
CLEAN + EASY	ARGENTINA		09/03/1996	1.648.118	10/21/1997
ONE TOUCH	ARGENTINA		09/10/1991	1472630	09/30/1993
ONE TOUCH	ARGENTINA		09/10/1991	1472631	09/30/1993
CLEAN + EASY	AUSTRALIA		12/30/1996	724,934	12/30/1996
ONE TOUCH	AUSTRALIA		12/17/1992	392678	02/26/1996
ONE TOUCH	AUSTRALIA		12/17/1992	667024	05/17/1996
ONE TOUCH	AUSTRALIA		12/17/1992	396276	12/17/1992
CLEAN + EASY	BENELUX		09/14/1993	588206	12/02/1996
ONE TOUCH	BENELUX		11/03/1982	383100	11/03/1982
ONE TOUCH	BENELUX		09/13/1993	388207	02/19/1997
CLEAN + EASY	BRAZIL		01/08/1992	816552908	09/28/1993
ONE TOUCH	BRAZIL	816552886	01/08/1992		
ONE TOUCH	BRAZIL		01/08/1992	816552878	09/28/1993
CLEAN & EASY	CANADA		07/30/1986	330.162	07/17/1987
CLEAN + EASY	CANADA		09/19/1993	493.007	04/16/1998
ONE TOUCH	CANADA		11/04/1982	336.633	02/05/1988
ONE TOUCH	CHINA		03/26/1993	714994	11/14/1994
ONE TOUCH	CHINA		09/07/1993	987893	04/21/1997
CLEAN + EASY	COLOMBIA		10/11/1994	177945	05/22/1995
ONE TOUCH	COLOMBIA		10/11/1994	177.438	05/12/1995
ONE TOUCH	COLOMBIA		10/11/1994	188.991	09/29/1995
CLEAN + EASY	COSTA RICA			83.164	07/12/1993
ONE TOUCH	COSTA RICA		01/18/1993	83.162	07/12/1993
ONE TOUCH	COSTA RICA		01/18/1993	87.41	06/20/1994
CLEAN + EASY	DOMINICAN REPUBLIC		04/30/1996	84117	04/13/1996
ONE TOUCH	DOMINICAN REPUBLIC		04/12/1995	77,875	06/15/1995
INVERWAX	EUROPE -- no registration or pending applications				
CLEAN & EASY	FRANCE		08/25/1986	1368542	08/25/1986
CLEAN + EASY	FRANCE			95 364 697	03/27/1995
ONE TOUCH	FRANCE			95 364 695	03/27/1995

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WORLDWIDE TRADEMARK REGISTRATIONS/APPLICATIONS/MARKS

MARK	COUNTRY	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
ONE TOUCH	FRANCE		08/23/1980	1227565	02/16/1983
CLEAN + EASY	GERMANY		03/29/1995	395.13.628.8	01/11/1999
ONE TOUCH	GERMANY		08/20/1980	1028627	06/11/1992
ONE TOUCH	GERMANY		04/25/1995	395.17.723	10/11/1997
ONE TOUCH	HONG KONG	96/06491	03/28/1996		
ONE TOUCH	HONG KONG	96/02772	03/07/1996		
ONE TOUCH	HONG KONG	96/02773	03/07/1996		
ONE TOUCH	HONG KONG	96/06492	03/28/1996		
CLEAN + EASY	HUNGARY		02/20/1995	156922	06/24/1999
ONE TOUCH	HUNGARY		02/20/1995	131895	04/30/1998
CLEAN + EASY	ICELAND		08/13/1997	764/1998	07/06/1998
ONE TOUCH	ICELAND		08/13/1997	287/1998	02/26/1998
CLEAN + EASY	INDIA	676574	08/14/1995		
CLEAN + EASY	INDIA	676,576	08/14/1995		
CLEAN + EASY	INDIA	676,575	08/14/1995		
ONE TOUCH	INDIA	676577	08/14/1995		
ONE TOUCH	INDIA	676578	08/14/1995		
ONE TOUCH	INDIA	676579	08/14/1995		
ONE TOUCH	IRELAND		03/23/1991	146000	03/23/1991
ONE TOUCH	IRELAND		03/23/1991	146001	03/23/1991
ONE TOUCH	ISRAEL			100420	03/01/1998
ONE TOUCH	ISRAEL			100421	03/01/1998
CLEAN & EASY	ITALY		09/11/1986	476.210_756.422	04/01/1987
CLEAN + EASY	ITALY		04/06/1995	713.805	06/16/1997
ONE TOUCH	ITALY		08/27/1980	406.668	02/24/1986
ONE TOUCH	ITALY		07/13/1983	457.746	11/24/1986
ONE TOUCH	ITALY		04/06/1995	713.6	06/16/1997
ONE TOUCH	JAPAN	16240/1994	02/22/1994		
ONE TOUCH & DESIGN	JAPAN	12156/1996	02/13/1996		
ONE TOUCH & DESIGN	JAPAN	92574/1998	10/29/1998		
CLEAN + EASY	LEBANON	67276	11/04/1995		
ONE TOUCH	LEBANON			43375_73707	02/07/1983
ONE TOUCH	LEBANON	67275	11/04/1995		
ONE TOUCH	MACAU		06/27/1996	N/000725	06/27/1996
ONE TOUCH	MACAU		06/27/1996	N/000726	06/27/1996
ONE TOUCH	MACAU		06/27/1996	N/000724	06/27/1996
ONE TOUCH & DESIGN	MACAU	N/004148	01/13/1999		
CLEAN + EASY	MALAYSIA	96/09099	08/07/1996		

WORLDWIDE TRADEMARK REGISTRATIONS/APPLICATIONS/MARKS

MARK	COUNTRY	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
CLEAN + EASY	MALAYSIA	96/09100	08/07/1996		
CLEAN + EASY	MALAYSIA	96/09088	08/07/1996		
ONE TOUCH	MALAYSIA	96/09103	08/07/1996		
ONE TOUCH	MALAYSIA	96/09086	08/07/1996		
ONE TOUCH	MALAYSIA	96/09087	08/07/1996		
CLEAN & EASY	MEXICO			568692	10/25/1995
CLEAN & EASY	MEXICO			527934	10/25/1995
CLEAN + EASY	MEXICO		11/29/1991	435413	06/09/1993
CLEAN + EASY	MEXICO		11/29/1991	417730	06/30/1993
ONE TOUCH	MEXICO		11/29/1991	476361	10/11/1994
ONE TOUCH	MEXICO		11/29/1991	417732	06/30/1992
ONE TOUCH & DESIGN	MEXICO		10/25/1995	530421	10/25/1995
CLEAN - EASY	NEW ZEALAND	276033	04/29/1997		
CLEAN - EASY	NEW ZEALAND	276034	04/29/1997		
CLEAN + EASY	NEW ZEALAND	304203	01/22/1999		
ONE TOUCH	NEW ZEALAND		04/29/1997	276037	04/29/1997
ONE TOUCH	NEW ZEALAND		04/29/1997	276038	04/29/1997
CLEAN + EASY	PARAGUAY		06/29/1995	188100	09/05/1996
CLEAN + EASY	PARAGUAY	95/13488	06/29/1995		
ONE TOUCH	PARAGUAY	95/13489	06/29/1995		
ONE TOUCH	PARAGUAY				
ONE TOUCH	PHILIPPINES		02/26/1999		
ONE TOUCH	PHILIPPINES		02/26/1999		
ONE TOUCH	PHILIPPINES		02/26/1999		
ONE TOUCH	PHILIPPINES		02/26/1999		
CLEAN + EASY	PORTUGAL		08/07/1995	311,902	04/14/1998
ONE TOUCH	PORTUGAL		08/07/1995	311,901	11/12/1996
CLEAN + EASY	SOUTH AFRICA	95/11252	08/28/1995		
CLEAN + EASY	SOUTH AFRICA		02/27/1989	89/1584	08/27/1993
ONE TOUCH	SOUTH AFRICA			89/1582	02/27/1989
ONE TOUCH	SOUTH AFRICA			89/1583	02/27/1989
CLEAN + EASY	SOUTH KOREA		11/20/1995	367971	07/07/1997

WORLDWIDE TRADEMARK REGISTRATIONS/APPLICATIONS/MARKS

MARK	COUNTRY	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
CLEAN + EASY BY INVERNESS	SPAIN		02/13/1995	1976842	02/05/1996
CLEAN + EASY BY INVERNESS	SPAIN			1947204	10/05/1995
ONE TOUCH	SPAIN			1099074	06/02/1986
ONE TOUCH	SPAIN			1098164	08/03/1988
ONE TOUCH BY INVERNESS	SPAIN		02/13/1995	1947203	10/05/1995
ONE TOUCH	SWEDEN			187,082	06/23/1983
ONE TOUCH	SWEDEN		08/18/1995	318902	11/01/1996
CLEAN + EASY	SWITZERLAND		02/17/1995	445.524	
ONE TOUCH	SWITZERLAND		02/17/1995	426.068	08/21/1996
CLEAN + EASY	TURKEY		07/24/1992	138211	07/24/1992
ONE TOUCH	TURKEY		07/24/1992	137722	07/24/1992
CLEAN + EASY	U.K.		07/25/1991	1471614	10/31/1994
CLEAN + EASY	U.K.		07/25/1991	1471615	10/31/1994
ONE TOUCH	U.K.			1206037	10/27/1983
ONE TOUCH	U.K.			1427358	05/09/1990
ONE TOUCH	U.K.		05/09/1990	1427357	02/21/1992
CLEAN + EASY	U.S.		08/12/1986	1,434,565	03/31/1987
INVERWAX	U.S.	75/612,221	01/01/1998		
ONE TOUCH	U.S.		05/24/1983	1,292,731	09/04/1984
ONE TOUCH	U.S.		02/28/1980	1,241,828	06/14/1983
ONE TOUCH	U.S.		08/06/1987	1,481,296	03/22/1988
ONE TOUCH	U.S.		02/14/1994	59008	07/20/1996
ONE TOUCH	UNITED ARAB EMIRATES		02/14/1994	59007	07/20/1996
ONE TOUCH	UNITED ARAB EMIRATES		09/05/1995	280.859	03/21/1998
ONE TOUCH	URUGUAY		01/21/1992	65267	01/31/1996
ONE TOUCH	VENEZUELA				

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