

12-19-2000



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

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

11-3-00

1. Name of conveying party(ies):

Anjuli Cosmetics, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other License
- Merger
- Change of Name

Execution Date: October 16, 2000

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) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,052,425

Additional numbers attached? Yes No

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

Name: Mark Kremer

Internal Address: _____

Street Address: Conkle & Olesten

3130 Wilshire Blvd., Ste. 500

City: Santa Monica State: CA ZIP: 90403

6. Total number of applications and registrations involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

032665

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

12-19-2000 ENCLOSURE 00000007 032665 20000000

DO NOT USE THIS SPACE

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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.

Mark Kremer

Name of Person Signing

Mark Kremer

Signature

10/27/2000

Date

Total number of pages including cover sheet, attachments, and document: 6

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

SETTLEMENT AGREEMENT AND LICENSE

This Settlement Agreement and License is entered into by and between Anjuli Cosmetics, Inc. ("Anjuli") and American International Industries ("AII") with reference to the following facts and representations:

A. Anjuli is the owner of United States Trademark Registration Number 2,052,425 for "Scientific Nail Developer Calcium - Protein - Gelatin Nail - Q II Plus Protein" ("Anjuli's Trademark") Anjuli uses its trademark on a "nail developer" and a "nail and cuticle cream."

B. AII markets a line of nail products under the trademark "Nail Q's."

C. Anjuli demanded that AII cease and desist from its use of Nail Q's claiming that such use created a likelihood of confusion with Anjuli's Trademark.

D. AII filed suit in the United States District Court for the Central District of California, Case Number 99-10809 AHM (RCx) ("the Action") seeking a declaration that its use of Nail Q's was not actionable by Anjuli. AII subsequently filed a claim seeking to cancel Anjuli's federal registration.

E. Anjuli answered AII's complaint denying its allegations and alleging trademark infringement by AII's Nail Q's mark.

F. AII and Anjuli wish to settle the Action without reference to the merits of their claims and defenses.

WHEREFORE, AII and Anjuli agree as follows:

1. Excepting Anjuli's use of the term "Nail Q's" as part of its trademark, Anjuli hereby grants AII an exclusive license in perpetuity to use the term "Nail Q's" without restriction, subject only to the limitation in paragraph 3 hereof.

2. AII shall pay to Anjuli concurrently with execution of this Agreement a one time fee of \$501.00 for the license granted in paragraph 1.

3. AII shall not use "Nail Q's" on a "nail developer" or "nail and cuticle cream." Nothing in this paragraph shall prohibit AII from marketing a nail developer or nail and cuticle cream product so long as they are sold under another trademark.

4. This license shall not constitute any admission by AII that use of its Nail Q's trademark creates any likelihood of confusion with, or its otherwise actionable because of, Anjuli's Trademark and shall not constitute any waiver of AII's claims and defenses to such allegations.

5. Upon receipt of Anjuli's signature to this Agreement, AII shall file a dismissal of this Action that vacates or supercedes any and all defaults or judgments.

6. Subject to the promises and conditions of this Agreement and License, Anjuli and AII release and discharge each other from any and all claims, causes of actions, obligations or liabilities which arose from or were connected to the subject matter of the Action.

7. The parties recognize and waive the provisions of California Civil Code Section 1542 which provides as follows: "A general lease does not extend to claims which the creditor does not know or suspect to exist in favor at the time of executing the release which if known by him must of materially affected his Settlement with the debtor."

8. This Agreement and License is binding on the predecessors, successors, affiliates, divisions, subsidiaries, agents and employees of the parties and may not be amended or modified without a writing signed by both of the parties.

9. This Agreement and License represents the sole, complete and final statement of the parties with respect to its subject matter and neither party is relying on any other promise statement, representation, warranty or covenant in entering into it.

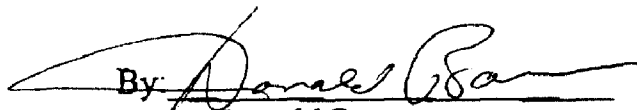
10. This Agreement is made in Los Angeles County California and shall be construed under California Law. The sole and exclusive venue for any claims by Anjuli arising from or connected to this Agreement over it shall be in the United States District Court for the Central District of California. The sole and exclusive venue for any claim by All arising from or connected to this Agreement shall be in the United States District Court for the Eastern District of New York. In any action arising from or connected to this Agreement and License, the prevailing party shall be entitled to an award of attorneys fees and expert fees and costs.

11. This Agreement and License has been drafted by both of the parties and any principle or rule of interpretation or construction against the drafter shall not apply.

12. This Agreement and License may be signed by counterpart signature and a facsimile copy of the signature shall constitute an original.

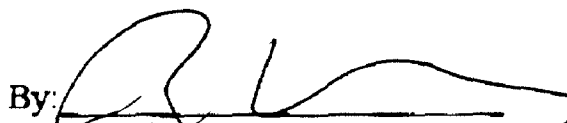
Dated: 10-11-00

Anjuli Cosmetics, Inc.

By: 
Donald Barron
Its: President

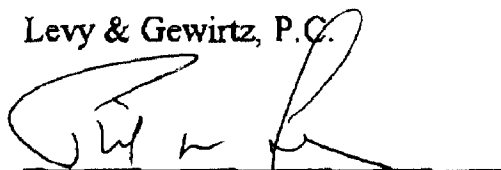
Dated: 10/16/00

American International Industries

By: 
Zvi Ryzman
President Glamor Industries, Inc.
Its Managing Partner

Approved As to Form and Content

Levy & Gewirtz, P.C.


Richard M. Levy

Conkle & Olesten
Professional Law Corporation


Mark D. Kremer