

10-28-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORDED 102263070 TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

20.12.01

1. Name of conveying party(ies): International Beauty Design, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

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 registration number(s):

A. Trademark Application No.(s) 76/433079 76/433077 76/433078

B. Trademark Registration No.(s) 1,777,595 1,467,886

Additional number(s) attached Yes No

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

Name: Mark Kremer

Internal Address:

Street Address: 3130 Wilshire Blvd., #500

Santa Monica City: State: CA Zip: 90403

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41): \$ 360.

- Enclosed Authorized to be charged to deposit account

8. Deposit account number: 032665

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

DO NOT USE THIS SPACE

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

Signature

Date

10/24/02

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

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

10/29/2002 TDIAZ1 00000011 032665 76433079

01 FC:0521 40.00 CH 02 FC:0522 400.00 CH

TRADEMARK REEL: 2606 FRAME: 0779

**Additional Registration Nos.**

1,255,024

1,699,976

1,730,204

2,180,228

1,810,397

2,581,354

2,339,821

2,197,401

1,262,156

1,483,102

2,222,016

1,352,338

## ASSIGNMENT OF TRADEMARKS

WHEREAS, International Beauty Design, Inc. ("Assignor") is a corporation organized under the laws of the State of California having its principal place of business at 15010 South Main Street, Gardena, California, 90248.

WHEREAS, Assignor is the owner of certain trademarks which are registered or pending registration in the offices of the United States and/or various other countries, including without limitation those described and identified on Schedule 7.12(b) attached hereto (collectively the "Trademarks").

WHEREAS, American International Industries ("Assignee") a general partnership organized and existing under the laws of the State of California and having its principal place of business at 2220 Gaspar Avenue, Los Angeles, California, 90040, is desirous of acquiring all the right, title and interest in and to the Trademarks and the 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 Trademarks as follows:

1. GRANT OF RIGHTS:

Assignor irrevocably grants, sells, transfers, assigns and delivers to Assignee, all right, title and interest of every kind and character throughout the world to the Trademarks and the goodwill of the business pertaining thereto, including without limitation, the benefit and goodwill 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 claims and right to damages for past infringements thereof or wrongs arising therefrom, 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

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

a. It holds sole ownership and title to the Trademarks of record in the jurisdiction of registration and has not granted, transferred, encumbered or assigned in whole or in part, any right, title or interest in or to the Trademarks to any other person except as previously disclosed in writing to Assignee or as excepted on the attached Schedule 7.12(b).

b. To the best of its information and belief, the Trademarks and any registrations thereof are valid enforceable and not subject to any claim or defense affecting validity or enforcement except as listed on the attached Schedule 7.12(b) as abandoned..

c. It is unaware of any marks presently infringing the Trademarks or has disclosed in writing any such infringing marks to Assignee.

3. **RIGHTS AND OBLIGATIONS:**

a. 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.

b. Assignee, its successors and assigns are empowered to do all things and acts necessary in the name of Assignor to enforce, prosecute or register all rights of the Trademarks or otherwise granted hereunder. Assignee is irrevocably 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 Trademarks, all such acts of Assignee as attorney in fact being hereby ratified and confirmed so long as such documents do not create any liabilities or obligations for Assignor.

Dated: 07/27/02

INTERNATIONAL BEAUTY DESIGN, INC.

By: [Signature]  
Its: \_\_\_\_\_

\* \* \*

STATE OF CALIFORNIA )  
) ss  
COUNTY OF LOS ANGELES )

Subscribed and Sworn to on 07/25/02, before me, Michael M Fenig, a Notary Public in and for said County and State.

WITNESS my hand and official seal. [Signature]



Dated: 07/25/02

AMERICAN INTERNATIONAL INDUSTRIES

By: [Signature]  
Its: \_\_\_\_\_

\* \* \*

STATE OF CALIFORNIA )  
) ss  
COUNTY OF LOS ANGELES )

Subscribed and Sworn to on 07/25/02, before me, Michael M Fenig, a Notary Public in and for said County and State.

WITNESS my hand and official seal. [Signature]



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**Schedule 7.12 (b) - Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Class</b>	<b>Appl. No.</b>	<b>Appl. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
IBD	Argentina	3	2269684	02/23/99	pending	
Dragon Lady	Australia	3	413854	?	A413854	August 21, 1984
IBD	Benelux	3	74444	10/19/92	522,807	October 19, 1992
5 Second (stylized)	Brazil	3	819792233	01/21/97	pending	
IBD	Brazil	3	819792250	01/21/97	819792250	December 18, 2001
Salon Essentials (stylized)	Brazil	3	819792241	01/21/97	pending	
5 Second (and Design)	Canada	3	528796	09/21/84	TMA 310,312	January 10, 1986
Dragon Lady	Canada		541764	05/10/85	323035	1/30/1987 - Not Renewed
Dragon Lady	Canada		541765	05/10/85	323036	1/30/1987 - Not Renewed
IBD	Canada		550963	10/22/85	322912	January 23, 1987
Nail Keeper	Canada		543456	06/11/85	317,883	8/29/1986 - Not Renewed
Nails Please	Canada		543699	06/13/85	318,983	Not Renewed
Soft Light	Canada		561,969	05/02/86	349170	December 16, 1988
The Nail People	Canada		528795	09/21/84	304,406	
Tip-N-Acrylic	Canada		536,624	02/18/85	324,387	3/6/1987 - ABANDONED
IBD	Europe		1422385	12/07/99	1422385	January 17, 2001
IBD	France	3 & 8	783641	02/27/86	1344587	February 27, 1986
Soft Light	Germany		J32750/3wz	03/07/89	1179519	3/7/1989 - ABANDONED
Soft Light	Italy		M19/C004981	07/01/91	676070	7/1/1991 - ABANDONED
5 Second	Japan	3	62697/1998	07/23/98	4298628	July 23, 1999
IBD	Japan	1	80618/1989	07/14/89	2472950-1	February 7, 1994
IBD	Japan	4	80619/1989	07/14/89	2403298	April 30, 1992
IBD	Japan	10	80620/1989	07/14/89	2497842	January 29, 1993
IBD	Japan	21	80621/1989	07/14/89	2519888	March 31, 1993
Jet	Japan	3	65197/1998	07/30/98	4303700	August 6, 1999
5 Second	Panama	3	86404	03/18/97	86404	March 18, 1997
IBD	Panama	3	86406	03/18/97	86406	March 18, 1997
IBD	Sweden		89-6966	07/25/89	2472950-1	February 7, 1994
Soft Light	Switzerland		4495/1991-0	07/02/91	391312	
Salon Essentials	U.K.	3	1317007	07/09/87	B 1317007	July 29, 1987
5 Second (block letters)	U.S.	3	74/289,183	06/29/92	1,777,595	June, 22, 1993
5 Second Nail Glue	U.S.	3	73/623,933	10/03/86	1,467,886	December 8, 1987
5 Second Nail Glue	U.S.	3	73/323,906	08/17/81	1,255,024	October 25, 1983

Builder Gel	U.S.	3	74/091,862	08/27/90	1,699,976	July 7, 1992
Color Gel	U.S.	3	74/079,804	07/19/90	1,730,204	November 3, 1992
Dragon Lady	U.S.	3	76/433,079	07/22/02	pending	pending
Glue & Go	U.S.	3	75/273,759	04/14/97	2,180,228	August 11, 1998
IBD	U.S.	3	74/380,051	04/19/93	1,810,397	December 14, 1993
IBD (and Design)	U.S.		76/155,832	10/30/00	2,581,354	June 18, 2002
Jet	U.S.	3	75/474,818	04/27/98	2,339,821	April 11, 2000
Malibu Nights	U.S.	3	76/433,077	07/22/02	pending	pending
Nail Toppers	U.S.	3	75/278,986	04/22/97	2,197,401	October 20, 1998
Nails Please (stylized)	U.S.	3	73/384,338	09/09/82	1,262,156	December 27, 1983
Salon Essentials	U.S.	8, 11, 21	73/623609	10/02/86	1,483,102	April 5, 1988
Spa Trends	U.S.	3	75/285,976	05/05/97	2,222,016	February 2, 1999
The Nail People	U.S.	3	76/433,078	07/22/02	pending	pending
Tip-N-Acrylic	U.S.	3	73/496,698	08/27/84	1,352,338	August 6, 1985
5 Second	U.S. - State - CA	51			73573	June 25, 1984