

06-24-2003

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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.

1. Name of conveying party(ies): Jascal International, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State - Texas [] Other Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies) Name: American International Industries Internal Address: Street Address: 2220 Gaspar Avenue City: Commerce State: CA Zip: 90040 [] Individual(s) citizenship [] Association [X] General Partnership California [] 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

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: January 1, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/224,010 Additional number(s) attached [] Yes [X] No

B. Trademark Registration No.(s) RECEIVED 2003 JUN 23 11:11 AM ASSIGNMENT COPY

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Mark Kremer Internal Address: Street Address: 3130 Wilshire Blvd. Suite 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. [] Enclosed [X] 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 Signature Date 6/19/03

06/24/2003 BYRME 00000125 032665 78224010

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK REEL: 002761 FRAME: 0955

ASSIGNMENT OF TRADEMARKS

WHEREAS, Jascal International, Inc. ("Assignor") is a corporation organized under the laws of the State of Texas having its principal place of business in Denton County, State of Texas.

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 6.4(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 in the City of Commerce, State of California, is desirous of acquiring all the right, title and interest in and to the Trademarks and the registration 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:

2. GRANT OF RIGHTS:

Assignor irrevocably grants, sells, transfer, 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 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 rights 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 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 Trademarks of record in the jurisdiction of issuance and has not granted, transferred, encumbered or assigned in whole or in part, any right, title or interest in or to the Patents to any other person except as previously disclosed in writing to Assignee or as excepted on the attached Schedule 6.4(b).

b. To the best of its information and belief, the Trademarks and any registration thereof are valid enforceable and not subject to any claim or defense affecting validity or enforcement except as listed on the attached Schedule 6.4(b).

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: 11/1/03

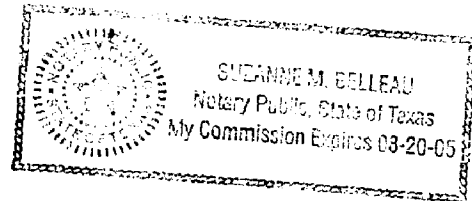
JASCAL INTERNATIONAL, INC.

By: 
Its: President

* * *

STATE OF TEXAS)
) ss
COUNTY OF Collin

Subscribed and Sworn to on 3/31/03, before me, Suzanne M Belleau
a Notary Public for and in the County and State.



Schedule 6.4 (b)

Trademark	Application No.	Filing Date	Registration No.
COLOUR OFF	78/224,010	March 11, 2003	