

03-29-2004



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

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): Styling Technology Corporation

- Individual(s) Association General Partnership Limited Partnership Corporation-State - Delaware 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: January 11, 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 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,567,811 1,434,565 1,292,731 1,241,828 1,481,296

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: Conkle & Olesten, PLC 3130 Wilshire Blvd., Ste. 500 City: Santa Monica State: CA Zip: 90403

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.

- 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

3-19-04 Date

Total number of pages including cover sheet, attachments, and document: 9

03/26/2004 ECOOPER 00000010 032665 2567811

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

01 FC:8521 40.00 DA 02 FC:8522 100.00 DA

TRADEMARK REEL: 002937 FRAME: 0064

ASSIGNMENT OF PATENTS AND TRADEMARKS

WHEREAS, Styling Technology Corporation ("Assignor") a corporation organized under the laws of the State of Delaware and having its 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 effective January 11, 2000 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 and the goodwill of the business pertaining thereto 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 and the goodwill of the business pertaining thereto, 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

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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: July 24, 2002

STYLING TECHNOLOGY CORPORATION

By: Jama Geagan
Its: CFO

* * *

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

Subscribed and Sworn to on July 24, 2002, before me
Cynthia Acuff a Notary Public in and for said County and State.

WITNESS my hand and official seal.

Cynthia R. Acuff
Notary Public



Dated: March 18, 2004

AMERICAN INTERNATIONAL INDUSTRIES

By: [Signature]
Its: President - Zvi Ryzman

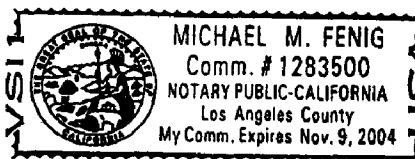
* * *

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

Subscribed and Sworn to on March 18, 2004, before me
MICHAEL M. FENIG a Notary Public in and for said County and State.

WITNESS my hand and official seal.

[Signature]
Notary Public



SCHEDULE 1**WORLDWIDE PATENT REGISTRATIONS**

TITLE	COUNTRY	PATENT NUMBER	REGISTRATION DATE
Hot Wax Hair Remover Apparatus	Australia	564,359	03/09/88
Depilatory Lotion Dispenser	Australia	579,423	11/24/88
Depilatory Lotion Dispenser	Canada	1,259,583	09/19/89
Hot Wax Hair Remover Apparatus	Canada	1,209,874	08/19/86
Depilatory Lotion Dispenser	France	85 17 605	08/25/89
Hot Wax Hair Remover Apparatus	France	82 16 474	11/09/87
Depilatory Lotion Dispenser	Germany	35 42 150	06/13/90
Hot Wax Hair Remover Apparatus	Germany	32 42 001	12/06/90
Hot Wax Hair Remover Apparatus	Germany	32 49 972	08/05/93
Depilatory Lotion Dispenser	Italy	1,183,010	10/05/87
Depilatory Lotion Dispenser	Japan	1,648,163	03/13/92
Hot Wax Hair Remover Apparatus	Japan	1,473,013	05/07/88
Depilatory Lotion Dispenser	Netherlands	191,925	11/04/96
Hot Wax Hair Remover Apparatus	Netherlands	190,745	07/02/94
Depilatory Lotion Dispenser	Spain	549,371	06/25/86
Hot Wax Hair Remover Apparatus	Spain	516,924	06/08/83
Depilatory Lotion Dispenser	U.K.	2,171,060	06/01/89
Hot Wax Hair Remover Apparatus	U.K.	2,113,994	03/05/86
Depilatory Lotion Dispenser	U.S.	4,752,148	06/21/88
Hot Wax Hair Remover Apparatus	U.S.	4,773,784	09/27/88
Design for Depilatory Lotion Dispenser	U.S.	D289,565	04/28/87
Hot Wax Hair Remover Apparatus Design	U.S.	D333,883	03/09/93
Hot Wax Hair Remover Apparatus	U.S.	4,958,951	09/25/90

SCHEDULE 2

WORLDWIDE TRADEMARK REGISTRATIONS / APPLICATIONS / MARKS

MARK	COUNTRY	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
CLEAN + EASY	ARGENTINA	1.815.903	09/10/91		
CLEAN + EASY	ARGENTINA	1.815.904	09/10/91		
CLEAN + EASY	ARGENTINA		09/03/96	1.648.118	10/21/97
ONE TOUCH	ARGENTINA		09/10/91	1472630	09/30/93
ONE TOUCH	ARGENTINA		09/10/91	1472631	09/30/93
CLEAN + EASY	AUSTRALIA		12/30/96	724934	12/30/96
ONE TOUCH	AUSTRALIA		12/17/92	592678	02/26/96
ONE TOUCH	AUSTRALIA		12/17/92	667024	05/17/96
ONE TOUCH	AUSTRALIA		12/17/92	592676	
CLEAN + EASY	BENELUX		09/14/95	588206	12/02/96
ONE TOUCH	BENELUX		11/05/82	385100	11/05/82
ONE TOUCH	BENELUX		09/15/95	588207	02/19/97
CLEAN + EASY	BRAZIL		01/08/92	816552908	09/28/93
ONE TOUCH	BRAZIL	816552886	01/08/92		
ONE TOUCH	BRAZIL		01/08/92	816552878	09/28/93
CLEAN + EASY	CANADA		07/30/86	330.162	07/17/87
CLEAN + EASY	CANADA		09/19/95	493.007	04/16/98
ONE TOUCH	CANADA		11/04/82	336.635	02/05/88
ONE TOUCH	CHINA		05/26/93	714994	11/14/94
ONE TOUCH	CHINA		09/07/95	987895	04/21/97
CLEAN + EASY	COLOMBIA		10/11/94	177945	05/22/95
ONE TOUCH	COLOMBIA		10/11/94	177438	05/12/95
ONE TOUCH	COLOMBIA		10/11/94	188.991	09/29/95
CLEAN + EASY	COSTA RICA			83.164	07/12/93
ONE TOUCH	COSTA RICA		01/18/93	83.162	07/12/93
ONE TOUCH	COSTA RICA		01/18/93	87.410	06/20/94
CLEAN + EASY	DOMINICAN REPUBLIC		04/30/96	84117	04/15/96
ONE TOUCH	DOMINICAN REPUBLIC		04/12/95	77,875	06/15/95
INVERWAX	EUROPE - no registration or pending applications				
CLEAN + EASY	FRANCE		08/25/86	1368542	08/25/86
CLEAN + EASY	FRANCE			95 564 697	03/27/95
ONE TOUCH	FRANCE			95 564 695	03/27/95

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WORLDWIDE TRADEMARK REGISTRATIONS / APPLICATIONS / MARKS

MARK	COUNTRY	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
ONE TOUCH	FRANCE		08/25/80	1227565	02/16/83
CLEAN + EASY	GERMANY		03/29/95	395.13.628.8	01/11/99
ONE TOUCH	GERMANY		08/20/80	1028627	06/11/92
ONE TOUCH	GERMANY		04/25/95	395.17.723	10/11/97
ONE TOUCH	HONG KONG	96/06491			
ONE TOUCH	HONG KONG	96/02772			
ONE TOUCH	HONG KONG	96/02773			
ONE TOUCH	HONG KONG	96/06492			
CLEAN + EASY	HUNGARY		02/20/95	156922	06/24/99
ONE TOUCH	HUNGARY		02/20/95	151895	04/30/98
CLEAN + EASY	ICELAND		08/13/97	764/1998	07/06/98
ONE TOUCH	ICELAND		08/13/97	287/1998	02/26/98
CLEAN + EASY	INDIA	676,574	08/14/95		
CLEAN + EASY	INDIA	676,576	08/14/95		
CLEAN + EASY	INDIA	676,575	08/14/95		
ONE TOUCH	INDIA	676,577	08/14/95		
ONE TOUCH	INDIA	676,578	08/14/95		
ONE TOUCH	INDIA	676,579	08/14/95		
ONE TOUCH	IRELAND		05/23/91	146000	05/23/91
ONE TOUCH	IRELAND		05/23/91	146001	05/23/91
ONE TOUCH	ISRAEL			100420	03/01/98
ONE TOUCH	ISRAEL			100421	03/01/98
CLEAN & EASY	ITALY		09/11/85	756.422	04/01/87
CLEAN + EASY	ITALY		04/06/95	713.605	06/16/97
ONE TOUCH	ITALY		08/27/80	406.668	02/24/86
ONE TOUCH	ITALY		07/13/83	457.746	11/24/86
ONE TOUCH	ITALY		04/06/95	713.600	06/16/97
ONE TOUCH	JAPAN	16240/1994	02/22/94		
ONE TOUCH & DESIGN	JAPAN	12156/1996	02/13/96		
ONE TOUCH & DESIGN	JAPAN	92574/1998	10/29/98		
CLEAN + EASY	LEBANON	67276	11/04/95		
ONE TOUCH	LEBANON			75707	02/07/83
ONE TOUCH	LEBANON	67275	11/04/95		
ONE TOUCH	MACAU		06/27/96	N/000725	06/27/96
ONE TOUCH	MACAU		06/27/96	N/000726	06/27/96
ONE TOUCH	MACAU		06/27/96	N/000724	06/27/96
ONE TOUCH & DESIGN	MACAU	N/004148	01/13/99		

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WORLDWIDE TRADEMARK REGISTRATIONS / APPLICATIONS / MARKS

MARK	COUNTRY	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
CLEAN + EASY	MALAYSIA	96/09099	08/07/99		
CLEAN + EASY	MALAYSIA	96/09100	08/07/99		
CLEAN + EASY	MALAYSIA	96/09088	08/07/99		
ONE TOUCH	MALAYSIA	96/09103	08/07/99		
ONE TOUCH	MALAYSIA	96/09086	08/07/99		
ONE TOUCH	MALAYSIA	96/09087	08/07/99		
CLEAN + EASY	MEXICO			568692	10/25/95
CLEAN + EASY	MEXICO			527934	10/25/95
CLEAN + EASY	MEXICO		11/29/91	435415	06/09/93
CLEAN + EASY	MEXICO		11/29/91	417730	06/09/93
ONE TOUCH	MEXICO		11/29/91	476561	10/11/94
ONE TOUCH	MEXICO		11/29/91	417732	06/30/92
ONE TOUCH & DESIGN	MEXICO		10/25/95	530421	10/25/95
CLEAN + EASY	NEW ZEALAND	276033	04/29/97		
CLEAN + EASY	NEW ZEALAND	276034	04/29/97		
CLEAN + EASY	NEW ZEALAND	304203	01/02/99		
ONE TOUCH	NEW ZEALAND		04/29/97	276037	04/29/97
ONE TOUCH	NEW ZEALAND		04/29/97	276038	04/29/97
CLEAN + EASY	PARAGUAY		06/29/95	188100	09/05/97
CLEAN + EASY	PARAGUAY	95/13488	06/29/95		
ONE TOUCH	PARAGUAY	95/13489	06/29/95		
ONE TOUCH	PARAGUAY				
ONE TOUCH	PHILIPPINES		02/26/99		
ONE TOUCH	PHILIPPINES		02/26/99		
ONE TOUCH	PHILIPPINES		02/26/99		
ONE TOUCH	PHILIPPINES		02/26/99		
CLEAN + EASY	PORTUGAL		08/07/95	311,902	04/14/98
ONE TOUCH	PORTUGAL		08/07/95	311,901	11/12/96
CLEAN + EASY	SOUTH AFRICA	95/11252	08/28/95		
CLEAN + EASY	SOUTH AFRICA		02/27/89	B89/1584	08/27/93
ONE TOUCH	SOUTH AFRICA			89/1582	02/27/89

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MARK	COUNTRY	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
ONE TOUCH	SOUTH AFRICA			89/1583	02/27/89
CLEAN + EASY	SOUTH KOREA		11/20/95	367971	07/07/97
CLEAN + EASY BY INVERNESS	SPAIN		02/13/95	1976842	02/05/96
CLEAN + EASY BY INVERNESS	SPAIN			1947204	10/05/95
ONE TOUCH	SPAIN			1099074	06/02/86
ONE TOUCH	SPAIN			1098164	08/03/88
ONE TOUCH BY INVERNESS	SPAIN		02/13/95	1947203	10/05/95
ONE TOUCH	SWEDEN			187,082	06/23/83
ONE TOUCH	SWEDEN		08/18/95	318902	11/01/96
CLEAN + EASY	SWITZERLAND		02/17/94	445.524	
ONE TOUCH	SWITZERLAND		02/17/95	426.068	08/21/96
CLEAN + EASY	TURKEY		07/24/92	138211	07/24/92
ONE TOUCH	TURKEY		07/24/92	137722	07/24/92
CLEAN + EASY	U.K.		07/25/91	1471614	10/31/94
CLEAN + EASY	U.K.		07/25/91	1471615	10/31/94
ONE TOUCH	U.K.			1206037	10/27/83
ONE TOUCH	U.K.			1427358	05/09/90
ONE TOUCH	U.K.		05/09/90	1427357	02/21/92
CLEAN + EASY	U.S.		08/12/86	1,434,565	03/31/87
INVERWAX	U.S.	75/612,221	01/01/99		
ONE TOUCH	U.S.		05/24/93	1,292,731	09/04/84
ONE TOUCH	U.S.		02/28/80	1,241,828	06/14/83
ONE TOUCH	U.S.		08/06/87	1,481,296	03/22/88
ONE TOUCH	UNITED ARAB EMIRATES		02/14/94	59008	07/20/96
ONE TOUCH	UNITED ARAB EMIRATES		02/14/94	59007	07/20/96
ONE TOUCH	URUGUAY		09/05/95	280.859	05/21/98
CLEAN + EASY	URUGUAY	279.345			
ONE TOUCH	VENEZUELA		01/21/92	65267	01/31/96