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J.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):

Worldwide Cosmetics

- 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
- Merger
- Change of Name

Execution Date: 6/20/2005

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)

76/579604

B. Trademark Registration No.(s)

1,970,520
2,701,258

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: Conkle & Olesten, PLC

Street Address: 3130 Wilshire Blvd.

Suite 500

City: Santa Monica State: CA Zip: 90403

6. Total number of applications and registrations involved: OPR/FINANCE
JUL 22 AM 18

7. Total fee (37 CFR 3.41).....\$ 465.

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 032665

(Attach duplicate copy of this page if paying by deposit account) 465E

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

7/19/05

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 Patent & Trademarks, Box Assignments
Washington, D.C. 20231

07/26/2005 ECOOPER 00000099 032665 76579604

01 FC:8521 40.00 DA
02 FC:8522 425.00 DA

TRADEMARK
REEL: 003197 FRAME: 0029

| Trademark | Registration No. |
|---------------------------|-------------------------|
| Fast Forward | 2,541,347 |
| Flash Freeze | 2,667,113 |
| Flat Top | 2,541,257 |
| Goodbye Yellow | 2,840,832 |
| Gypsy Lashes | 2,511,530 |
| Long Kiss | 2,640,781 |
| Misc design of bottle cap | 2,394,705 |
| Nail City | 2,092,660 |
| Nail E.R. | 2,236,004 |
| Powder Polish Dip-N-Color | 2,454,716 |
| Reflections | 2,095,898 |
| Security Guard | 2,782,159 |
| Suspended Illuminations | 2,632,252 |
| Water Works | 1,941,789 |
| Winning Nails | 2,389,697 |

ASSIGNMENT OF TRADEMARKS

Whereas, Worldwide Cosmetics, a general partnership organized and existing under the laws of the State of California, having its principal place of business located at 12222 Sherman Way, North Hollywood, California, 91605, and its partners Victory Manufacturing, Inc. and Helena Construction Company are the owners (collectively AAssignors@) of the certain trademarks, applications to register, and registrations thereof (the ATrademarks@) identified on Schedule 7.10(b) attached hereto.

Whereas, American International Industries (AAssignee@), a general partnership organized and existing under the laws of the State of California, having its principal place of business located at 2220 Gaspar Avenue, Los Angeles, California, 90040, wishes to acquire all the right, title and interest to said Trademarks, and registrations thereof, together with all goodwill pertaining thereto.

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignors assign the Trademarks to Assignee as follows:

1. GRANT OF RIGHTS:

Assignors irrevocably grant, sell, transfer, assign and deliver to Assignee, all right, title and interest of every kind and character throughout the world that they have to the Trademarks and the goodwill of the business pertaining thereto, it being acknowledged and understood that it is the intention of this assignment to confer upon Assignee the Assignors= full and complete ownership of the Trademarks for their life, or any term allowed by law.

2. WARRANTIES: Assignors represent and warrant:

2.1 Assignors are the owners of the Trademarks as identified on schedule 7.10(b) free and clear of any lien or encumbrance, claims or challenges. For the Assignor identified as the owner registrant or applicant, the registrations are duly perfected fully paid to date, and in good standing and all applications are pending without opposition or objection.

2.2 Assignors have not previously assigned their ownership right or title, in whole or in part to the Trademarks to any other person.

3. RIGHTS AND OBLIGATIONS:

3.1 Assignors agree to execute and deliver and cause to be executed and delivered to Assignee for the Trademarks for which they are owner, registrant or applicant any and all documents and instruments, in form and substance reasonably satisfactory to Assignee 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 and shall pay any fees or expense found due and owing prior to the date of this Assignment.

3.2 Assignors agree to bear all costs, fees and expenses required to perfect recordation of the assignment and transfer of each mark and/or registration in each jurisdiction listed on Schedule 7.10(b).

4. ASSIGNMENT OF WARRANTIES

4.1 Assignors assign and transfer to Assignee the warranties by William Moskovits (aka William Moskovits) and Sol C. Majer given in that certain Assignment of Trademarks dated June 20, 2005.



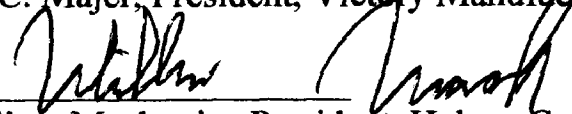
IN WITNESS WHEREOF, each party has agreed to and executed this Assignment as of June 20, 2005.

ASSIGNORS:

Worldwide Cosmetics

By: 

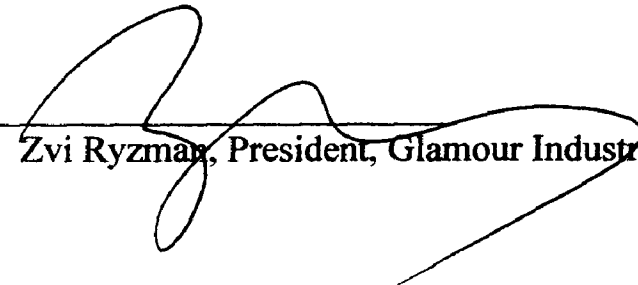
Sol C. Majer, President, Victory Manufacturing, Inc.

By: 

William Moskovits, President, Helena Construction Company

ASSIGNEE:

American International Industries

By: 

Zvi Ryzman, President, Glamour Industries Company

Schedule 2.1(b) and Schedule 7.10(b)

| Trademark | Country | Application No. | Reg. No. | Reg Date | Status |
|---|--------------------|------------------------|-------------------|-------------------|--|
| 12 Day Nail Color | | 75/309661 | 2,243,973 | 5/4/1999 | 8&15 due 5/4/05 Cancelled under Sect. 8 - 5/21/05 |
| Acryla Color | | | 2,182,771 | 8/18/1998 | |
| China Glaze | U.S. | 74/543,867 | 1,970,520 | 4/23/1996 | Registered |
| China Glaze | China | 3961233 | | | Pending |
| China Glaze (foreign) | European Community | 1657121 | 1657121 | 9/3/2001 | Registered |
| China Glaze (& design) | U.S. | 76/301,129 | 2,701,258 | 3/25/2003 | Registered |
| Fast Forward | U.S. | 75/876,586 | 2,541,347 | 2/19/2002 | Registered |
| Flash Freeze | U.S. | 76/227,298 | 2,667,113 | 12/24/2002 | Registered |
| Flat Top | U.S. | 75/824,599 | 2,541,257 | 2/19/2002 | Registered |
| Goodbye Yellow | U.S. | 76/301,129 | 2,840,832 | 5/11/2004 | Registered |
| Gypsy Lashes | U.S. | 75/760,677 | 2,511,530 | 11/27/2001 | Registered |
| Long Kiss | U.S. | 76/227,677 | 2,640,781 | 10/22/2002 | Registered |
| Manicemails | | 75/876,587 | | | Abandoned 1/14/04 |
| Misc design of bottle cap | | | 2,394,705 | 10/17/2000 | Registered |
| Nail City | U.S. | 75/063,027 | 2,092,660 | 9/2/1997 | Registered |
| Nail E.R. | U.S. | 75/046,475 | 2,236,004 | 3/30/1999 | Registered |
| Powder Polish Dip-N-Color | U.S. | 75/824,540 | 2,454,716 | 5/29/2001 | Registered |
| Reflections | U.S. | 75/046,747 | 2,095,898 | 9/9/1997 | Registered |
| Security Guard | U.S. | 75/762,372 | 2,782,159 | 11/11/2003 | Registered |
| Strata | | | | | Not registered, only protected by use |
| Sun Magic | U.S. | 76/301130 | | | Abandoned 5/21/03 |
| Suspended Illuminations | U.S. | 75/762,371 | 2,632,252 | 10/8/2002 | Registered |
| Toetally Pedicolour | | 76/579604 | | | Published 5/03/05 |
| Water Works | U.S. | 74/531,632 | 1,941,789 | 12/12/1995 | Registered |
| Water Works | European Community | 1657089 | 1657089 | 9/3/2001 | Registered |
| Winning Nails | U.S. | 75/531,630 | 2,389,697 | 9/26/2000 | Registered |
| Winning Nails | Australia | 553,500 | A553,500 | 4/11/1991 | Registered |
| Winning Nails | European Community | 1656917 | 1656917 | 9/3/2001 | Registered |
| Winning Nails | Germany | W 41 593/3 | 2016726 | 7/8/1992 | Registered |
| | | | | | |
| | | | | | |
| Patent | Country | Application No. | Patent No. | Issue date | Status |
| Decorative Container with Applicator (Ice Cream Cone shaped container) | U.S. | 10104858 | 6,503,014 | 1/7/2003 | Maintenance fee due between 1/9/06 - 7/9/06 |
| | | | | | |
| License | | | | | |
| April 15, 1996 license of U.S. patents and trademark: | | | | | |
| U.S. Patent No. 5,830,442 - Pigmented Artificial Acrylic Fingernail | | | | | |
| U.S. Patent No. 6,705,327 - Method and System to Polish and Protect Natural Nails | | | | | |
| Trademark - Polished Nail Systems | | | | | |