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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.

<p>1. Name of conveying party(ies): <u>William Moskovits, and Sol C. Majer</u></p> <p><input checked="" type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Worldwide Cosmetics</u></p> <p>Internal Address: _____ Address: _____</p> <p>Street Address: <u>12222 Sherman Way North</u> City: <u>Hollywood</u> State: <u>CA</u> Zip: <u>91606</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input checked="" type="checkbox"/> General Partnership - <u>California</u> <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>6/20/2005</u></p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>76579604</u></p>	<p>B. Trademark Registration No.(s) <u>1,970,520</u> <u>2,701,258</u></p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Mark Kremer</u></p> <p>Internal Address: <u>Conkle & Olesen, PLC</u></p> <p>Street Address: <u>3130 Wilshire Blvd.</u> <u>Suite 500,</u> <u>Santa Monica CA</u> Zip: <u>90403</u></p>	<p>6. Total number of applications and registrations involved: <u>16</u></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>415.</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>032665</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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

Signature

7/19/05
Date

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

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 00000100 032665 76579604

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TRADEMARK
REEL: 003197 FRAME: 0035

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FINANCE

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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
Nail City	2,092,660
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, William Moskovits (aka William Moskovitz) and Sol C. Majer, are the owners of the certain trademarks and registrations thereof (the ATrademarks@) identified on Schedule A attached hereto.

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, (AAssignee@) wishes to acquire all the right, title and interest to said Trademarks, and registrations thereof, together with all goodwill pertaining thereto, in order to allow a sale of Worldwide=s inventory of products to American International Industries.

THEREFORE, for payment of \$1,000,000. the receipt of which is hereby acknowledged, Assignor assigns 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 it has to the Trademarks, including 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.


2.3 The Warranties of this Section 2 may be assigned and transferred by Worldwide Cosmetics to American International Industries.

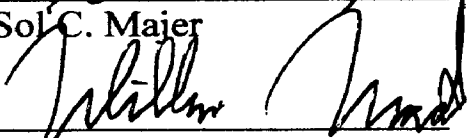
3. RIGHTS AND OBLIGATIONS:

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.

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

ASSIGNORS:

By: 
Sol C. Majer

By: 
William Moskovits

ASSIGNEE:

Worldwide Cosmetics

By: 
Sol C. Majer

Schedule A

Trademark	Country	Application No.	Reg. No.	Reg Date	Status
China Glaze	U.S.	74/543,867	1,970,520	4/23/1996	Registered
China Glaze	China	3961233			Pending
China Glaze	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
Nail City	U.S.	75/063,027	2,092,660	9/2/1997	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	U.S.	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	European Community	1656917	1656917	9/3/2001	Registered