

05-17-2006

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE  
as Patent and Trademark Office



RECORD/  
TRADEMARKS ONLY

103244051

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

10-51-5

1. Name of conveying party(ies):

462 S. Lake St., LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Co.
- Association
- Limited Partnership

Citizenship (see guidelines) California

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 31, 2005

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: American International Industries

Internal Address: \_\_\_\_\_

Street Address: 2220 Gaspar Avenue

City: Los Angeles

State: California

Country: USA Zip: 90040

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship California
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,638,419

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Mark Kremer

Internal Address: Conkle & Olesen

Street Address: 3130 Wilshire Blvd.  
Suite 500

City: Santa Monica

State: CA Zip: 90403

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: mdk@conklelaw.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 032665

Authorized User Name \_\_\_\_\_

9. Signature:

Mark Kremer  
Signature

5-12-06  
Date

0000145 032665 2638419

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

05/16/2006 DBY:ME 01 FC:0521

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## ASSIGNMENT OF TRADEMARK

Whereas, 462 S. Lake St., LLC, a California limited liability company, whose address is 5967 West Third Street, #102, Los Angeles, California, 90036 is the owner of Beauty Beat, Inc. ("BBI") and the trademark, BYE BYE BLEMISH, registered in the U.S.A. under Registration No. 2,638,419 (the "Trademark") and used by BBI in connection with its Bye Bye Blemish brand of products (collectively "Assignors").

Whereas, American International Industries ("Assignee"), a general partnership organized under the laws of the State of California, located at 2220 Gaspar Avenue, Los Angeles, California 90040, wishes to acquire all the right, title and interest to said Trademark, and registration thereof, together with all goodwill pertaining thereto.

THEREFOR, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignors assign the Trademark 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 in and to the Trademark and the goodwill of the business pertaining thereto, including the right to and all claims for past damages, it being acknowledged and understood that it is the intention of this assignment to confer upon Assignee and Assignors' full and complete right title to and ownership of the Trademark, for their life, or any term allowed by law.

2. WARRANTIES: Assignors represent and warrant:

2.1 Assignors are the owner of the Trademark and goodwill free and clear of any lien, encumbrance, claim or challenge, 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 Trademark to any other person.

3. RIGHTS AND OBLIGATIONS:

3.1 Assignors agree to execute and deliver or cause to be executed and delivered to Assignee for the Trademark or any purchaser of the Trademark from Assignee 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.

4. ASSIGNMENT OF WARRANTIES

The representations, obligations and warranties of Assignors herein may be transferred by Assignee to any purchaser of the Trademark from Assignee and such purchaser may enforce the representations and warranties as though made to it.

IN WITNESS WHEREOF, each party has agreed to and executed this Assignment effective as of October 31, 2005.


ASSIGNORS:

462 S. Lake St., LLC

By:   
Brian Dror

ASSIGNEE:

American International Industries

By:   
Zvi Ryzman

Beauty Beat, Inc.

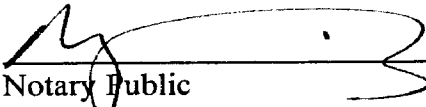
By:   
Brian Dror

\* \* \*

STATE OF CALIFORNIA            )  
   ) ss  
COUNTY OF LOS ANGELES       )

On Feb / 8, 2006, before me, Michael Fenig, a Notary Public in and for said County and State, personally appeared Brian Dror, and proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the persons, or the entities upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public

