

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cutting Edge Consultants, Inc.		04/19/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	American International Industries
Composed Of:	COMPOSED OF Glamour Industries Co., a California corporation; ARYZ Corp., a California corporation; ERX Corp., a California corporation; SRYZ Corp., a California corporation; and RAZY Properties Inc., a California corporation
Street Address:	2220 Gaspar Avenue
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90040
Entity Type:	PARTNERSHIP: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2838855	CALLUS ELIMINATOR
Registration Number:	2775609	CALLUS AWAY
Registration Number:	2675110	CUTICLE ELIMINATOR
Registration Number:	2118065	BE NATURAL
Registration Number:	1915915	DIAMOND DRY

CORRESPONDENCE DATA

Fax Number: (310)998-9109
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 310-998-9100
Email: mdk@conklelaw.com
Correspondent Name: Mark Kremer
Address Line 1: 3130 Wilshire Blvd., Ste. 500
Address Line 4: Santa Monica, CALIFORNIA 90403

CH \$140.00 2838855

ATTORNEY DOCKET NUMBER:	0067.300
NAME OF SUBMITTER:	Mark Kremer
Signature:	/Mark Kremer/
Date:	05/14/2007
Total Attachments: 3 source=Prolinc Assignment -Cutting Edge to All#page1.tif source=Prolinc Assignment -Cutting Edge to All#page2.tif source=Prolinc Assignment -Cutting Edge to All#page3.tif	

ASSIGNMENT OF TRADEMARKS

Whereas, Cutting Edge Consultants, Inc. ("Assignor") a California corporation whose address is 5967 West Third Street, #102, Los Angeles, California, 90036, is the owner of the trademarks, domain names and registrations, listed on Attachment A (the "Trademarks").

Whereas, American International Industries. ("Assignee"), a California general partnership, whose address is 2220 Gaspar Avenue, Los Angeles, California, 90046, wishes to acquire all the right, title and interest to said Trademarks, and registration thereof, together with all goodwill pertaining thereto.

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

1. GRANT OF RIGHTS:

Assignor irrevocably grants, sells, transfers, assigns and delivers to Assignee, all right, title and interest of every kind and character throughout the world that it has in and to the Trademarks 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, Assignor's full and complete title to and ownership of the Trademark, for their life, or any term allowed by law.

2. WARRANTIES: Assignor represent and warrant:

2.1 Assignor is the owner of the Trademarks free and clear of any lien, encumbrance, claim or challenge, the current registrations are duly perfected, fully paid to date, and in good standing, and all pending applications are pending without opposition or objection.

2.2 Assignor has not previously assigned its ownership, right, or title, in whole or in part to the Trademark to any other person.

3. RIGHTS AND OBLIGATIONS:

3.1 Assignor agrees to execute and deliver or cause to be executed and delivered to Assignee for the Trademarks 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 or useful 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 Assignor herein may be transferred by Assignee to any purchaser of the Trademarks 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 as of 04-19-07, 2007.

ASSIGNOR:

Cutting Edge Consultants, Inc.

By: 

Brian Dror

ASSIGNEE:

American International Industries

By: 

Zvi Ryzman

SCHEDULE A

1. "Callus Eliminator," Serial No. 78318369, Reg. No. 2838855;
2. "Callus Away," Serial No. 78155458, Reg. No. 2775609;
3. "Cuticle Eliminator," Serial No. 78086759, Reg. No. 2675110; and
4. "Be Natural," Serial No. 75231028, Reg. No. 2118065.
5. "Bye Bye Callus"
6. "Nailstyles"
7. "Callus Eliminator"
8. "Cuticle Terminator"
9. "Diamond Dry"
10. proline.com
11. esteemia.com
12. benatural.net
13. benaturalspa.com
14. callusaway.com
15. callusawaytv.com
16. calluselimator.com
17. cuticleaway.com
18. cuticleeliminator.com
19. diamonddry.com
20. nailstyles.com
21. softheels.com