

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
Johnson & Johnson		12/20/2007	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	American International Industries		
Street Address:	2220 Gaspar Avenue		
City:	Commerce		
State/Country:	CALIFORNIA		
Postal Code:	90040		
Entity Type:	PARTNERSHIP: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1642544	THREE FLOWERS	
CORRESPONDENCE DATA			
Fax Number:	(310)998-9109		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(310) 998-9100		
Email:	mdk@conklelaw.com		
Correspondent Name:	Conkle Kremer & Engel		
Address Line 1:	3130 Wilshire Blvd., Ste. 500		
Address Line 4:	Santa Monica, CALIFORNIA 90403		
ATTORNEY DOCKET NUMBER:	67129		
NAME OF SUBMITTER:	Mark D. Kremer		
Signature:	/Mark D. Kremer/		
Date:	02/05/2008		

CH \$40.00 1642544

Total Attachments: 5

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GENERAL ASSIGNMENT

Trademarks, Trade Dress, and Domain Names

Johnson & Johnson, a New Jersey corporation, with a place of business at One Johnson & Johnson Plaza, New Brunswick, NJ 08933 USA, (hereinafter the "Assignor"), hereby assigns and/or agrees to assign for good and valuable consideration to American International Industries, a California general partnership, with a place of business at 2220 Gaspar Avenue, City of Commerce, CA 90040 (hereinafter the "Assignee") and/or any designees of the Assignee, all of its right, title and interest to the following, such assignment to constitute delivery by Assignor on behalf of Assignee that are purchasers under the Asset Purchase Agreement (as defined below):

1. Those trademarks owned by Assignor and used in the Business (as defined in the APA), including, but not limited to, the applications and registrations shown in Schedule A, in respect of all goods and services covered by the specifications thereof, whether registered or unregistered, including trademark get-ups, trade dress, logos, designs and labels, together with any associated goodwill, and any common law and related rights thereto in the Territory (as defined in the APA);
2. Those other trademarks included on Schedule A that are not used in the Business;
3. All domain names included on the attached Schedule B; and
4. All other trademarks, trade names and trade dress rights related solely to the Products that are not included on the attached schedules, whether registered or unregistered, including trademark get-ups, trade dress, logos, designs and labels, together with any associated goodwill, and any common law and related rights thereto throughout the rest of the world (outside the Territory), if any, to the extent owned by Assignor.
5. As of the execution of this General Assignment, Assignee shall have any benefits, privileges, causes of actions and remedies of Assignor arising out of or relating to the assigned trademarks, trade dress, trade names, and domain names or the exploitation thereof, including without limitation the right to apply for and maintain any applications, registrations or renewals therefor, to sue

for all past or future infringements thereof or other violations of any rights therein, and to settle and retain proceeds from any such action.

6. This General Assignment shall be effective on December 20, 2007 ("Effective Date"), with such effectiveness to be deemed to occur immediately prior to the effectiveness of the APA.

7. Assignor agrees to execute, or to cause to have executed, any confirmatory trademark assignments or other documents that may be required in addition to the signing of this General Assignment in order to transfer to the Assignee the ownership of any trademarks, trade dress, trade names and domain names in individual countries, including any trademark registrations or applications and otherwise, in order to effectuate the intent of this General Assignment, for a period of eighteen (18) months following the Effective Date.

8. For purposes of this General Assignment, the term "APA" means the Asset Purchase Agreement dated as of December 20, 2007, between Johnson & Johnson Consumer Products Company Division of Johnson & Johnson Consumer Companies, Inc. and American International Industries.

MARY EL HAAS
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 7/9/2012

Mary M Haas

Place: *New Brunswick, NJ, USA*

JOHNSON & JOHNSON:

By: 

Title: LAURENCE RICKIES / ASSISTANT SECRETARY

AMERICAN INTERNATIONAL INDUSTRIES

See attached certificate

Place:

By: 

GLAMOUR INDUSTRIES, Managing Partner

By: Zvi Ryzman

Title: President

TRADEMARKS

Trademark	Country	Application/ Registration number
THREE FLOWERS	MEXICO	547637
THREE FLOWERS	PHILIPPINES	4-1994-92064
THREE FLOWERS	UNITED STATES OF AMERICA	1642544
TRES FLORES	MEXICO	547638

Schedule B**DOMAIN NAMES**

Domain Name	Registrant	Registration Date	Expiration Date
threeflowers.net	Pfizer Inc.	3/6/2003	3/6/2009
threeflowers.org	Pfizer Inc.	3/6/2003	3/6/2009
threeflowers.mobi	Johnson & Johnson	9/11/2007	9/11/2008
threeflowersbrilliantine.biz	Johnson & Johnson	5/30/2007	5/30/2009
threeflowersbrilliantine.com	Johnson & Johnson	5/30/2007	5/30/2009
threeflowersbrilliantine.info	Johnson & Johnson	5/30/2007	5/30/2009
threeflowersbrilliantine.net	Johnson & Johnson	5/30/2007	5/30/2009
threeflowersbrilliantine.org	Johnson & Johnson	5/30/2007	5/30/2009

ACKNOWLEDGMENT

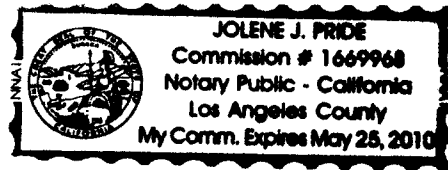
State of California
County of Los Angeles

On January 24, 2008 before me, Jolene J. Pride, Notary Public
(insert name and title of the officer)

personally appeared Zvi Ryzman
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Jolene J. Pride (Seal)