

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
Thermal Spa Products, Inc.		05/11/2010	CORPORATION: VIRGINIA
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:	Commerce		
State/Country:	CALIFORNIA		
Postal Code:	90040		
Entity Type:	PARTNERSHIP: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2845099	THERMAL SPA	
Registration Number:	2320271	THERMAL SPA	
CORRESPONDENCE DATA			
Fax Number:	(310)998-9109		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	tm@conklelaw.com		
Correspondent Name:	Conkle, Kremer, & Engel, PLC		
Address Line 1:	3130 Wilshire Blvd.		
Address Line 2:	Suite 500		
Address Line 4:	Santa Monica, CALIFORNIA 90403		
NAME OF SUBMITTER:	Mark D. Kremer		
Signature:	/mdk/		

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**TRADEMARK
 REEL: 004210 FRAME: 0074**

Date:

05/20/2010

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

Whereas, Thermal Spa Products, Inc. ("Assignor") a Virginia corporation whose address is 2035 Factory Lane, Petersburg, Virginia 23803, is the owner of the trademarks, domain names and registrations thereof, listed on Attachment A (collectively, 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 registrations 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, if any, 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 Trademarks, for their life, or any term allowed by this law, of every jurisdiction.

2. RIGHTS AND OBLIGATIONS:

2.1 Assignor agrees to execute and deliver, or cause to be executed and delivered, to Assignee or any purchaser of the Trademarks 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 Assignment and shall pay any fees or expense necessary for such transfer, grant or sale, found due and owing prior to the date of this Assignment.

2.2 Assignee, its successors and assigns are empowered to do all things and acts necessary in the name of Assignee and in the name of Assignor to enforce, prosecute or register all rights and to the trademarks. Assignee is specifically empowered but not obligated to secure such rights in its own name. Assignee is authorized and appointed attorney in fact of and for Assignor to make, execute, deliver any and all documents, certificates and other instruments in obtaining, securing and extending any of the rights, registrations, licenses, certificates or other filings for the Trademarks.

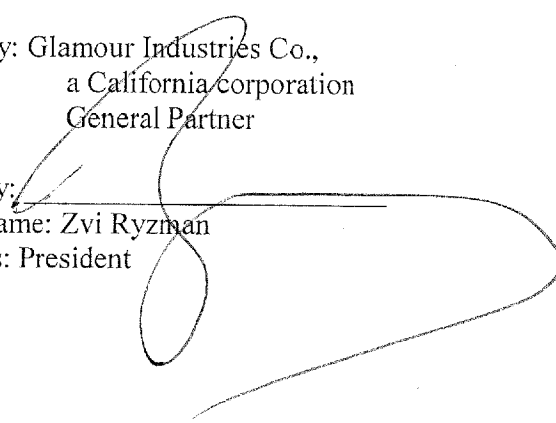
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IN WITNESS WHEREOF, each party has agreed to and executed this Assignment as of May 11, 2010.

ASSIGNEE

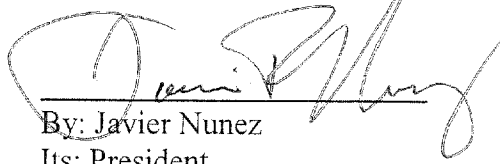
AMERICAN INTERNATIONAL INDUSTRIES,
a California general partnership

By: Glamour Industries Co.,
a California corporation
General Partner

By: 
Name: Zvi Ryzman
Its: President

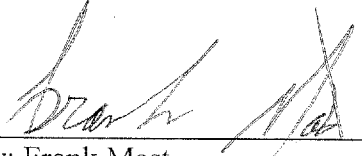
ASSIGNOR

THERMAL SPA PRODUCTS, INC.,
a Virginia corporation



A handwritten signature in cursive script, appearing to read 'Javier Nunez', written over a horizontal line.

By: Javier Nunez
Its: President



A handwritten signature in cursive script, appearing to read 'Frank Mast', written over a horizontal line.

By: Frank Mast
Its: CEO

SCHEDULE A

<u>Trademark/Domain Name</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Thermal Spa	75648263	2/25/1999	2845099	5/25/2004
THERMAL SPA	75457558	3/26/1998	2320271	2/22/2000
<u>www.thermalspaproducts.com</u>				

MDK