

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		08/05/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	American International Industries		
Street Address:	2220 Gaspar Avenue		
City:	Commerce		
State/Country:	CALIFORNIA		
Postal Code:	90040		
Entity Type:	PARTNERSHIP: CALIFORNIA		
Composed Of:	<ul style="list-style-type: none"> • Glamour Industries Co., CALIFORNIA, CORPORATION • ARYZ Corp., CALIFORNIA, CORPORATION • ERX Corp., CALIFORNIA, CORPORATION • SRYZ Corp., CALIFORNIA, CORPORATION • RAZY Properties, Inc., CALIFORNIA, CORPORATION 		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2617978	PICKERR UPERR	
CORRESPONDENCE DATA			
Fax Number:	3109989109		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	m.harwitt@conklelaw.com		
Correspondent Name:	Mark D. Kremer		
Address Line 1:	3130 Wilshire Blvd		
Address Line 2:	Ste 500		
Address Line 4:	Santa Monica, CALIFORNIA 90403		
NAME OF SUBMITTER:	Mark D. Kremer		
Signature:	/MDK/		

CH \$40.00 2617978

Date:

05/30/2012

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

Whereas, Cutting Edge Consultants, Inc ("Assignor"), a California corporation, whose address is 5967 W. 3rd Street, #102, Los Angeles, California, 90036, is the owner of the trademarks 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, Commerce, California, 90040, 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. WARRANTIES: Assignor represents and warrants:

Assignor is the owner of all right, title and interest in and to the Trademarks free and clear of any lien, encumbrance, claim or challenge.

3. RIGHTS AND OBLIGATIONS:


3.1 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 or which may become 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.

IN WITNESS WHEREOF, each party has agreed to and executed this Assignment as of

_____.

ASSIGNOR:

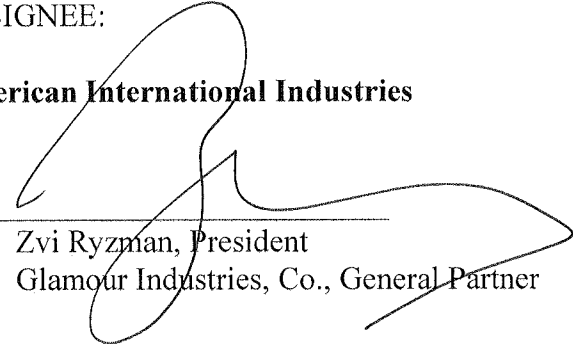
Cutting Edge Consultants, Inc.

By: 

Brian Dror, President

ASSIGNEE:

American International Industries

By: 

Zvi Ryzman, President
Glamour Industries, Co., General Partner

0067.1799974

TRADEMARK
REEL: 004791 FRAME: 0459

SCHEDULE A

1. United States Registration 2617978 PICKERR UPPERR

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

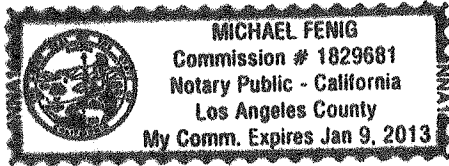
State of California

County of Los Angeles

On Aug 5 2011 before me, Michael Fenig
Date Here Insert Name and Title of the Officer

personally appeared Brian Dron, Zvi Ryzman
Name(s) of Signer(s)

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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____