

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pitt's & Spitt's, Inc.	FORMERLY Har Whitt/Pitt's & Spitt's, Inc.	03/20/2007	CORPORATION: TEXAS
Thomas O. Cook, LLC		03/13/2008	LIMITED LIABILITY COMPANY: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pitt's & Spitt's, LLC		
<b>Street Address:</b>	10016 Eastex Freeway		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77093-5726		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1734625	PITT'S & SPITT'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(512)301-7301		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7135330494		
<b>Email:</b>	ejo@sonlaw.com		
<b>Correspondent Name:</b>	Erik J. Osterrieder		
<b>Address Line 1:</b>	6013 Cannon Mtn. Dr., S14		
<b>Address Line 4:</b>	Austin, TEXAS 78749		
<b>ATTORNEY DOCKET NUMBER:</b>	FPI.4010.TMK		
<b>NAME OF SUBMITTER:</b>	Erik J. Osterrieder		
<b>Signature:</b>	/Erik J. Osterrieder/		

OP \$40.00 1734625

Date:

02/13/2009

**Total Attachments: 14**

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AGREEMENT

Date: March 20 2007


Parties: American International Industries, Inc., 601 Cien St. Suite 235 Kenah, Texas 77565-3077 (hereinafter "American")

Thomas O. Cook c/o Pitts and Spitts, Inc. 10016 Eastex Frwy. Houston, Texas 77093-5726 (hereinafter "Cook")

Consideration: Ten (\$10.00) Dollars cash and other good and valuable consideration the receipt and sufficiency of which is acknowledged and for the additional consideration of the mutual terms, conditions and covenants contained herein.

- Facts:
1. Cook executed a \$499,200.00 Promissory Note payable to Har-Whit/Pitts & Spitts Inc. secured by a Security interests in assets acquired by Cook from Har-Whit/Pitts & Spitts, Inc, which Note and Security Interest were assigned by Har-Whit/Pitts & Spitts Inc. to American.
  2. American claims the balance due on the Note as of March 22, 2007 is \$439,200.00.
  3. Cook claims the balance due on the Note as of March 22, 2007 is \$339,200.00
  4. American and Cook desire to compromise the dispute and make this Agreement to evidence the Compromise.

Agreement: For the Consideration stated, American and Cook do hereby mutually agree as follows:

1. American and Cook agree that the balance due on the Note, as of March 22, 2007 is \$439,200.00, and that payment of the balance due on the Note and the Security interest provided by the Security Agreement shall be extended by the terms of this Agreement.
2. Cook shall pay to American on or before March <sup>28</sup> 2007, \$275,200.00 by Cashiers' Check, payable to American. 
3. Payment of the balance, \$164,000.00 will be due on or before December 1, 2008. No interest shall accrue on the Balance prior to December 1, 2008. After December 1, 2008, Interest shall accrue at the maximum amount permitted by Law.

4. Notwithstanding, at any time after September 15, 2007 and prior to December 1, 2008, American may request prepayment of the Note, in which event American shall allow Cook a \$40,000.00 discount as a condition precedent to Cook's prepayment. That is, if American requests prepayment, Cook shall pay American \$124,000.00 by Cashiers' Check within 15 days after receipt of demand. Interest after 15 days will accrue at 18% per annum.
5. Upon Payment of the Note, American shall mark the Note "Paid in Full" and deliver the original Note to Cook together with a Release of all Liens and Security Interests in favour of American and American's assignors, including, but without limiting UCC Releases.
6. American and Cook acknowledge that this Agreement is for purposes of compromising a Dispute and that by executing this Agreement, neither American nor Cook is admitting facts claimed by the other.
7. This Agreement may not be modified except in writing executed by American and by Cook.
8. This Agreement has been executed and is to be performed in Houston, Harris County, Texas.
9. All verbal agreements and/or representations have been merged in to this Agreement and have been incorporated.
10. The Persons executing this Agreement represent they have authority to act on behalf of and bind the Party indicated.
11. Except for the obligations created by this Agreement, Cook and American, for themselves, successors and assigns do hereby Release and Discharge each other and each other's officers, directors, shareholders, successors, assigns, attorneys, and heirs from all claims, causes of actions, suits and demands, known or unknown, threatened or existing, arising out of or that could arise out of the transaction evidenced by the Note and Security Agreement described herein.

American International Industries Inc.

  
Danny Dwyer, President

  
Thomas O. Cook

PROMISSORY NOTE

State of Texas §  
County of Harris §

\$499,200.00

Date: 3/22/2003

The undersigned Thomas O. Cook, ("Maker") promises to pay to the order of Har-Whit/Pitts & Spitts, Inc., ("Holder") at 601 CLEN ST. KEMAH, TX the sum of \$499,200.00, plus interest at the rate of four percent, (4%), per annum.

Interest shall be payable monthly as it accrues with the first payment due on the 5<sup>th</sup> day of MAY, 2003, and payment due on the same day of each month thereafter until paid in full.

Principal shall be due as follows:

- a) \$20,000.00 payable on or before one year from the date of this note;
- b) \$20,000.00 payable on or before two years from the date of this note;
- c) \$20,000.00 payable on or before three years from the date of this note; and
- d) the balance shall be due on or before four (4) years from the date of this note.

Past due principal shall bear interest at the rate of eighteen percent (18%) per annum.

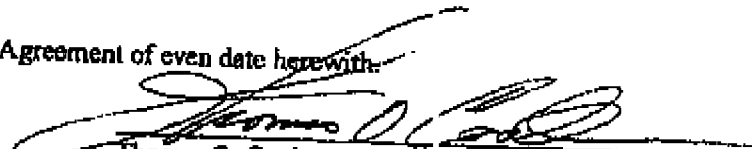
On default in the making of any payment of interest or principal, Holder may, at Holder's election, accelerate the maturity date by declaring the entire unpaid balance of principal and any unpaid interest to be immediately due and payable.

Maker, every surety, and every endorser of this note severally waive demand, presentment, notice of dishonor, diligence in collecting, grace, and notice of protest, notice of intent to accelerate, notice of acceleration, and agree to all renewals, extensions, and partial payments both before and after maturity without prejudice to Holder.

If this note is not paid at maturity and is placed in the hands of an attorney for collection, or if it is collected through a court of bankruptcy, probate, or other court after maturity, then Holder shall be entitled to reasonable attorney's fees.

All agreements between Maker and Holder are expressly limited so that in no event shall the amount of interest paid, or agreed to be paid, to Holder exceed the maximum rate permissible under applicable law.

This note is secured by a Security Agreement of even date herewith.

  
Thomas O. Cook

TRADEMARK

REEL: 003936 FRAME: 0108

In order to reduce the \$2,000,000 debt owed to American International Industries, Inc., this \$499,200 Promissory Note (dated 03/22/2003) and Security Agreement is hereby assigned to American International Industries, Inc.

HAR-WHIT / PITT'S & SPITT'S, INC.

By: [Signature] Date: 3/22/2003

TRADEMARK

REEL: 003936 FRAME: 0109

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04/14/2003 05:00 PM



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)  
Rebekah Ruthstrom / 281-334-9479

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

American International Industries, Inc.  
601 Cien Street, Suite 235  
Kemah, Texas 77565-3077

FILED  
TEXAS  
SECRETARY OF STATE  
SOS

31918180002

N6

THE ABOVE SPACE IS FOR FILER OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S LAST NAME: Cook  
FIRST NAME: Thomas  
MIDDLE NAME: Cien  
SUFFIX:

2a. MAILING ADDRESS: 163 Sage Road  
CITY: Houston  
STATE: TX  
POSTAL CODE: 77056  
COUNTRY: USA

1d. SEE INSTRUCTIONS  
ADDL INFO RE ORGANIZATION DEBTOR  
1e. TYPE OF ORGANIZATION  
1f. JURISDICTION OF ORGANIZATION  
1g. ORGANIZATION ID #, if any  
 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

2d. SEE INSTRUCTIONS  
ADDL INFO RE ORGANIZATION DEBTOR  
2e. TYPE OF ORGANIZATION  
2f. JURISDICTION OF ORGANIZATION  
2g. ORGANIZATION ID #, if any  
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
Har-Whit / Pitt's & Spitt's, Inc.

OR

3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS: 601 Cien St., Ste. 235  
CITY: Kemah  
STATE: TX  
POSTAL CODE: 77561  
COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

The business operations, equipment, inventory, leasehold, trademarks, licenses and permits or general intangibles of Pitts & Spitts, Inc. located at 14221 Eastex Freeway, Houston, Texas 77032, including the business itself.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOER | SELLER/BUYER | A 3 UEN | NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE SECTION: Single Assignment | 7. Check to REQUEST SEARCH REPORT (S) on Debtor(s) (optional) | All Creditors | Debtor 1 | Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

**SECURITY AGREEMENT**

**Date:** March 22, 2003

**Debtors:** Thomas O. Cook

**Debtor's Mailing Address:** 163 SAGE ROAD  
HOUSTON TX 77056  
~~20 Houston Harris County, TX~~  
HARRIS

**Secured Party:** Har-Whit/Pitts & Spitts, Inc.

**Secured Party's Mailing Address:** 601 Cien St, Kemah, TX  
~~Houston, Harris County, Texas~~  
GALVESTON

**Collateral:** The business operations, equipment, inventory, Leasehold, Trademarks, Licenses and Permits or General intangibles of Pitts & Spitts, Inc. located at 14221 Eastern Freeway, Houston, TX 77032, including the business itself.

**Obligations:** This Security Agreement is executed by Debtor to secure Debtor's obligations (the "Obligation") under: (1) The Promissory Note, dated 3/22/2003, 2003; executed by Debtor in the original principal sum of ~~\$500,000.00~~ 499,200.00



**A. Debtor represents and warrants the following:**

No financing statement covering the Collateral is filed in any public office or public or UCC records. Secured Party accepts that the Collateral may be encumbered by an assignment of a landlord's lien either under the Lease with Westminister Properties, or their successors or assigns, or as a statutory lien, and that the Secured Party's claims are subordinated to the landlord's existing liens or secured interests.

2. Debtor owns the Collateral and has the authority to grant this security interest.

3. None of the Collateral is an accession to any goods, is commingled with other goods, or will become an accession or part of a product or mass with other goods except as provided in this agreement.

**SECURITY AGREEMENT**  
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**B. Debtor agrees to**

- 1. Defend the Collateral against all claims adverse to Secured Party's interest; keep the Collateral in Debtor's possession and ownership except as otherwise provided in this agreement; maintain the Collateral in good condition; and protect the Collateral against waste, except for ordinary wear and tear.
- 2. Notify Secured Party immediately of any material change in the Collateral; change in Debtor's name, address, or location; change in any warranty or representation in this agreement; change that may affect this security interest; and any event of default.
- 3. Use the Collateral primarily according to the stated classification as a ballroom, catering, banquet hall, or concert hall rental, or as an entertainment business or nightclub.
- 4. Maintain accurate records of the Collateral; furnish Secured Party monthly cash flow statements on Omni Banquets, Inc. related to the Collateral; and subject to a mutually agreed time and date, allow Secured Party to inspect Omni Banquet Facility not more than once a month and only in the presence of an officer of Debtor.

**C. Debtor agrees not to**

- 1. Sell, transfer, or encumber a substantial portion of the Collateral, except in the ordinary course of Debtor's business.
- 2. Except as permitted in this agreement, permit the Collateral become an accession to any goods, to be commingled with other goods, or to become a part of a product or mixed with other goods.


**D. Insurance and Risk of Loss**


- 1. Debtor will insure the Collateral in reasonable coverage amount protecting against casualties.
- 2. In the event of uncured Default of the Obligations, Debtor appoints Secured Party as attorney-in-fact to collect any returned unearned premiums and proceeds of any insurance on the Collateral and to endorse and deliver to Secured Party any payment from such insurance made payable to Debtor.

**E. Default and Remedies**

- 1. Debtor's defaults under the Security Agreement are

**SECURITY AGREEMENT**

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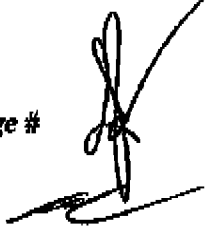


- a. failing to pay when due any installment due under either of the Obligations and/or failing to timely cure any default in any written agreement between Debtor and Secured Party;
  - b. having a receiver appointed for Debtor or any of the Collateral;
  - c. to the extent permitted by law, having bankruptcy or insolvency proceedings commenced against or by Debtor;
  - d. the dissolution of any of Debtor; and
  - e. permitting the substantial impairment of any of the Collateral by loss, theft, damage, or destruction, unless it is promptly replaced with collateral of like kind and quality or restored to its former condition.
2. During the existence of any uncured default of the Obligations, Secured Party may
    - a. demand, collect, convert, redeem, settle, compromise, receipt for, realize on, and adjust the Collateral either in Secured Party's or Debtor's name, as Secured Party desires, or take control of any proceeds of the Collateral and apply the proceeds against the Obligation;
    - b. declare the unpaid principal and earned interest of the Obligation immediately due in whole or part;
    - c. enforce the Obligations; and
    - d. exercise any rights and remedies granted by law or this agreement.
  3. Foreclosure of this security interest does not limit Secured Party's remedies, including the right to sell the Collateral under the terms of this agreement.
  4. Secured Party's delay, partial exercise, or failure to exercise any of its remedies or rights does not waive Secured Party's rights to subsequently exercise those remedies or rights.
  5. If the Collateral is sold after default, Secured Party will conform with all prerequisites to the sale required by law.

**F. General**

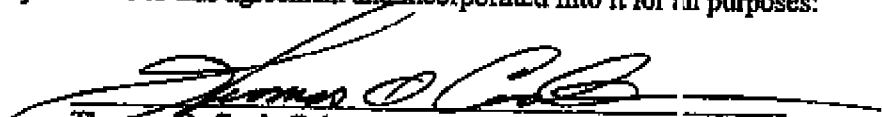
1. Secured Party may at any time purchase insurance coverage that will protect Secured Party and Debtor if Debtor fails to maintain insurance and premiums for the insurance will become part of the Obligation.

**SECURITY AGREEMENT**


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13. Upon payment of the Obligations, Secured Party agrees to promptly and without delay execute and deliver a full release and discharge of all secured interests claimed under this Security Agreement. In the event Secured Party filed a copy or claim of a secured interest in any public or commercial records that Secured Party shall upon payment of the obligations promptly file a copy of the Release in any and all public records, and UCC or commercial records where any notice of the existence of this Security Agreement or the claims secured interest has been filed or was filed.

14. The [addendum is] attached to this agreement and incorporated into it for all purposes:

  
Thomas O. Cook, Debtor

Har-Whit/Pitts & Spitts, Inc.

By:   
Secured Party

SECURITY AGREEMENT  
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**BILL OF SALE****DATE:** March 13, 2008**PARTIES:**

- A. Seller: **THOMAS O. COOK, LLC**  
163 Sage Road Houston Texas 77056
- B. Buyer: **PITTS & SPITTS, L.L.C.**  
10016 Eastex Freeway  
Houston, Texas 77093

**CONSIDERATION:** \$10.00 cash and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Seller.

**"ASSETS" BEING SOLD:** All furniture, fixtures, equipment, inventory, accounts receivable, phone numbers, Intellectual Property including Trade Marks and Service Marks, if any, cash on deposit in the Account of Pitts & Spitts, Web Sites, if any, good will, customer list, name, warranties, contracts, tangibles and intangibles owned by Seller and which are situated in upon or pertaining to the properties at 10016 Eastex Frwy. Houston, Texas and the business of Pitts & Spitts, operated by Seller upon said properties, and including but without limiting the Assets described in Exhibit "A".

**DISCLAIMER OF ALL WARRANTIES:** All Assets are being Sold **"AS IS, WHERE AS"**. ALL WARRANTIES OF EVERY KIND, EXPRESSED, IMPLIED OR APPARENT, INCLUDING BUT WITHOUT LIMITING, THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, ARE DISCLAIMED

**AGREEMENT:** For the consideration stated, Seller and Buyer do hereby mutually agree as follows:

A. Seller does hereby transfer, sell, assign and convey to Buyer all of Seller's rights, title and interest in and to the Assets.

B. Seller represents that Seller owns the Assets free and clear of all claims and liens or security interests in favor of third parties save and except a Security Interest in favor of American International Industries Inc. securing the balance of an obligation due and owing by Seller to American International Industries Inc., the balance of which indebtedness is \$164,000.00, and an obligation to Regions Bank evidenced by a

Promissory Note dated June 1, 2007 in the original amount of \$800,000.00 executed by TCC Realty Trust payable to Regions Bank; and Seller represents that the person executing this Bill of Sale is qualified to act on behalf of Seller.

B. Buyer does hereby indemnify and hold Seller, Thomas O. Cook, individually and TCC Realty Trust harmless from the said obligation to Regions Bank

C. Buyer covenants and agrees that so long as Buyer is indebted to Seller, in any amount, however the obligation arises or is incurred: (1) If Buyer elects to transfer, sell or convey the Assets, or if more than 30% of the stock and/or membership units of Buyer is transferred or conveyed (excluding transfers to seller), all obligations, principal and accrued interest, shall immediately become due and payable to Seller; (2) Thomas O. Cook, or his designee shall serve as a Director and/or Manager of Buyer (provided the day to day operations will be by Berry Madden), and Buyer shall have no more than two Directors and/or two Managers; (3) Buyer shall execute with PITTS & SPITTS, L.L.C.'S employees, VICTOR HOWARD, JULIO S. HOWARD AND GEORGE A. SHORE, employment agreements providing for 20%/5%/5%, respectively share ownership in Buyer by such employees with preemptive rights granted to all stockholders and/or unit holders. Provided however, after two (2) years from date hereof, as long as Buyer is not in default, the provisions of Paragraph C. (2) shall terminate.

E. In addition to all other consideration paid and to be paid by Buyer to Seller, including (1) Buyer's execution and delivery of a \$600,000.00 Promissory Note payable to Seller, and (2) Buyer's assumption and agreement to pay and be primarily liable for payment of the outstanding obligation to Regions Bank evidenced by a Promissory Note dated June 1, 2007 executed by TCC Realty Trust payable to Regions Bank in the original principal sum of \$800,000.00 and secured by a Deed of Trust Lien upon the properties at 10016 Eastex Frwy, Houston, Texas, (3) assumption and agreement to pay and be primarily responsible for payment of \$164,000.00 balance owed by Seller to American International Industries Inc.; (4) Buyer additionally agrees to pay Seller the following amounts:

1. Seller has the option to select one of the following on or before April 15, 2014: (1) Ten percent (10%) of the net profits of Buyer, payable monthly, commencing on the 15<sup>th</sup> day of April, 2014, and continuing on the same day of each successive month

thereafter until March 15<sup>th</sup> 2019 or (2) A one time payment of \$250,000 on the 15th day of April, 2014.; or, (3) Issue of 10% ownership of the company's stock and/or Units, free of restrictions and available for sale on the open market. . By net profits is meant the gross profits, before taxes, less ordinary business expenses and reasonable and customary salaries, and calculating net profits using standard Accounting Practices. Buyer agrees that Buyer and Buyer's President and /or Manager, Berry Madden, will act diligently and reasonably and use their best efforts to make Buyer's business profitable.

F. Buyer acknowledges that one of the considerations for Seller's Agreement to sell to Buyer is Buyer's Covenant and Agreement to expand the business of Pitts & Spitts by acquiring and/or constructing restaurants and similar types of business enterprises to promote and market the name, brands , equipment and business of Pitts & Spitts, all within a reasonable time after the consummation of this Sale. Buyer Covenants and Agrees that if Buyer elects not to acquire the related businesses in Buyer's name , and these additional businesses and enterprises are acquired and owned by separate business entities, all of the stock, units or other evidence of ownership of all of such businesses will be owned and held by Buyer, and all profits from any such businesses shall be included in the calculation of Net Profits in determining distribution of profits to Seller.

G. If Buyer shall default in the performance of this Bill of Sale, or any Note, Security Agreement, Deed of Trust or any other instrument executed by Buyer in connection with this Sale, or if Buyer shall transfer , sell , convey or hypothecate any of the Real Estate or Assets acquired by Buyer from Seller or Seller's related entities, or if Buyer transfers or sells more than 30% of Buyer's stock, (excluding transfers to Seller) then all obligations of Buyer to Seller, including the \$250,000.00 due to Seller shall be immediately due and payable.

**SELLER:**

**THOMAS O. COOK, LLC.**

By: 

**Thomas O. Cook, Manager**

**BUYER:**

**PITTS & SPITTS, L.L.C.**


By: 

**C. BERRY MADDEN, President**

**UCC FINANCING STATEMENT AMENDMENT:**  
**TERMINATION STATEMENT FOR RELEASE OF SECURITY INTEREST**

1. Initial Financing Statement Security Interest: Trademark Registration No. 1,734,625 for PITT'S & SPIIT'S recorded with the USPTO on March 27, 1997 at Reel/Frame No. 1569/0309 and pursuant to a Security Agreement executed on March 10, 1997.
2. Termination: Effectiveness of the Financing Statement Security Interest above is terminated with respect to the security interest of the Secured Party authorizing this Termination Statement for Release of Security Interest.
3. Amendment: This Amendment affects the Secured Party.
4. Current Record Information for Secured Party: NationsBank of Texas, N.A., Attn.: Timothy W. Meinardus, 700 Louisiana, 7<sup>th</sup> Floor, Houston, Texas 77002.
5. New Record Information for Secured Party: American International Industries, Inc., 601 Cien Street, Suite 235, Kemah, Texas 77565. American International Industries, a Nevada corporation, is the owner of the security interest referenced in paragraph 1 herein through one or more transfers initially from NationsBank of Texas, N.A., referenced in paragraph 4 herein.
6. Statement: Now that the loan has been fully satisfied, wherein the security interest in the Security Agreement referenced in paragraph 1 herein formed the basis of that loan, American International Industries, Inc., terminates and releases said security interest.
7. Name of Secured Party Authorizing Amendment and Termination for Release of Security Interest: American International Industries, Inc., 601 Cien Street, Suite 235, Kemah, Texas 77565.

Signed this 13<sup>th</sup> day of February, 2009, by:

 (signed and printed name)  
Rebekah Ruthstrom, Secretary/Treasurer  
for American International Industries, Inc.