

06-06-2002



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

3.21.02

1. Name of conveying party(ies): Styling Technology Corporation

3-21-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State - Delaware Other

5-31-02

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: American International Industries

Internal Address:

Street Address: 2220 Gaspar Ave.

City: Commerce State: CA Zip: 90040

- Individual(s) citizenship Association General Partnership California Limited Partnership Corporation-State Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment). Additional name(s) & address(es) attached? Yes No

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 12/18/2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,607,079 2,256,676

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Mark Kremer

Internal Address: Conkle & Olesen, PLC Suite 500

Street Address: 3130 Wilshire Blvd.,

City: Santa Monica State: CA Zip: 90403

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41): \$ 500.

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

032665

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark Kremer Name of Person Signing

Signature

3/18/02 Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

06/05/2002 6TOM11 00000124 032665 1607079

01 FC:481 40.00 CH 02 FC:482 575.00 CH

TRADEMARK REEL: 2518 FRAME: 0993

Additional Registration Nos.
2,380,248
2,201,468
2,244,012
2,293,668
2,304,287
2,306,210
2,245,141
2,298,263
2,191,496
2,136,904
1,539,994
1,621,862
2,360,244
1,447,038
1,680,759
2,404,848
1,429,774
1,430,836
1,488,067
1,430,806
1,794,077
846,493

ASSIGNMENT OF PATENTS AND TRADEMARKS

Effective Date: December 18, 2001

WHEREAS, STYLING TECHNOLOGY CORPORATION, a corporation organized and existing under the laws of the State of Delaware, having a place of business at 7400 East Tierra Buena Lane, Scottsdale, AZ 85260 (the "Assignor"), has adopted and used the patents (the "Patents") and trademarks (the "Trademarks") identified on Schedule C attached hereto, and as of the Effective Date of this Assignment of Patents and Trademarks was the owner of the registration of such Patents and Trademarks.

WHEREAS, AMERICAN INTERNATIONAL INDUSTRIES, a general partnership organized and existing under the laws of the State of California, having its place of business at 2220 Gaspar Avenue, Commerce, CA 90040 (the "Assignee"), is desirous of acquiring all right, title and interest in and to said Patents and Trademarks and the registrations thereof, including all common law and statutory trademark rights related to the Patents and Trademarks, together with all goodwill pertaining thereto, effective as of the Effective Date hereof; and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated November 9, 2001, by and between Assignor, Assignee and their respective stockholders.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, effective as of the Effective Date hereof, said Assignor does hereby assign, sell and transfer unto said Assignee all right, title and interest in and to the said Patents and Trademarks, together with: (a) the registrations of said Patents and Trademarks, (b) the goodwill of the business symbolized by and associated with said Patents and Trademarks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Patents and Trademarks or the registrations thereof or such associated goodwill.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this Assignment, as an instrument under seal, effective as of the 18th day of December, 2001.

Assignor: STYLING TECHNOLOGY CORPORATION

By: [Signature]
Name: JAMES YEAGER
Its: CFO

STATE OF ARIZONA)
COUNTY OF MARICOPA)

On Feb 20, 2002 before me, JAMES YEAGER Cynthia Acuff personally appeared, JAMES YEAGER, personally known to me (or 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.

WITNESS my hand and official seal.

[Signature]

Assignee: AMERICAN INTERNATIONAL INDUSTRIES

By: [Signature]
Name: ZVI RYZMAN
Its: _____

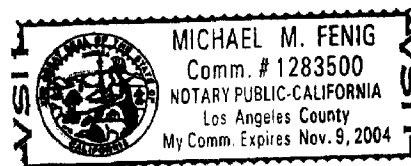


STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On 03/12/02 before me, MICHAEL M FENIG, personally appeared, ZVI RYZMAN, personally known to me (or 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.

WITNESS my hand and official seal.

[Signature]



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SCHEDULE C
INTELLECTUAL PROPERTY

TRADEMARKS

Mark	Class	Country	Code	Appl. No.	Appl. Date	Reg. No.	Reg. Date
SUNTOPIA GLAZE	3	ARGENTINA	STC	2,144,020	04/13/1998	1,742,927	07/02/1999
SUNTOPIA	3	AUSTRALIA	STC	767263	07/10/1998	767263	07/10/1998
BODY DRENCH	3	CANADA	BD	796219	11/24/1997	491213	03/11/1998
SUNTOPIA	3	CANADA	STC	884059	07/10/1998	519,559	11/18/1999
BODY DRENCH	3	ECUADOR	BD	98-86468	03/30/1998	86468	06/27/2000
BODY DRENCH	3	EUROPE	BD	643437	10/02/1997	643437	10/02/1997
SUN SPOT SOLUTION	3	EUROPE	BD	802363	04/22/1998	802363	04/22/1998
SUNTOPIA	3	EUROPE	STC	525,79	05/01/1997	525,790	10/29/1998
SUNTOPIA GLAZE	3	EUROPE	STC	793,844	04/09/1998	793,844	07/19/1999
U.T.F.	3	EUROPE	BD	848903	06/12/1998	848903	06/12/1998
HYDRO BALANCING BODY & SKIN CARE	3	MEXICO	BD	329485	04/16/1998	586,452	08/31/1998
SUNTOPIA	3	MEXICO	STC	340596	07/21/1998	585990	08/28/1998
SUNTOPIA GLAZE	3	MEXICO	STC	392,115	04/13/1998	584520	08/05/1998
TAN FX	3	MEXICO	BD	330987	04/29/1998	598944	01/28/1999
BODY DRENCH	3	NEW ZEALAND	BD	244642	01/11/1995	244642	08/26/1998
SUNTOPIA	3	SOUTH AFRICA	STC	97/14646	09/25/1997	97/14646	09/22/1997
ACTI-BRUSH	3	U.S.	G	73/749,739	09/02/1988	1,539,994	05/23/1989
BEYOND UTOPIA SOLAR ZONE	3	U.S.	STC	75/201,210	11/20/1996	2,136,904	02/17/1998
BODY DRENCH	3	U.S.	BD	73/829476	10/05/1989	1,607,079	07/24/1990
BODY DRENCH (STYLIZED)	3	U.S.	BD	75/399,520	12/03/1997	2,256,676	06/29/1999
BOOST	3	U.S.	BD	75/382,475	10/31/1997	2,380,248	08/29/2000
CAPACITY	3	U.S.	BD	75/379,615	10/27/1997	2,201,468	11/03/1998
COMPOSITION 7	3	U.S.	BD	75/382,476	10/31/1997	2,244,012	05/04/1999
DRENCH SPORT	3	U.S.	BD	75/493,986	06/19/1998	2,293,668	11/16/1999
GENA	3	U.S.	G	73/560,272	09/26/1985	1,621,862	11/13/1990
HERBAL SOFT	3	U.S.	G	75/779,123	08/18/1999	2,360,244	06/20/2000
HOT LAVA DRENCH	3	U.S.	BD	75/625,125	01/22/1999	2,304,287	12/28/1999
MOLTEN DARK DRENCH	3	U.S.	BD	75/625,126	01/22/1999	2,306,210	01/04/2000
MRX	5	U.S.	G	73/251,487	02/25/1980	1,168,899	09/15/1981
PEDI FRESH	3	U.S.	G	73/608,278	07/07/1986	1,447,038	07/14/1987
PEDI ICE	3	U.S.	G	74/083,880	08/01/1990	1,680,759	03/24/1992
PEDI JET	3	U.S.	STC	75/689,414	04/23/1999	2,404,848	11/14/2000
PEDI SCRUB	3	U.S.	G	73/608,011	07/07/1986	1,429,774	02/24/1987
PEDI SEPTIC	5	U.S.	G	73/607,992	07/07/1986	1,430,836	03/03/1987
PEDI SOAK	5	U.S.	G	73/608,022	07/07/1986	1,488,067	05/17/1988
PEDI SOFT	3	U.S.	G	73/608,020	07/07/1986	1,430,806	03/03/1987
PERFECT FEET	3	U.S.	G	74/262,498	04/03/1992	1,794,077	09/21/1993
PERFECT HANDS (Abandoned)	3	U.S.	G	74/649,688	05/21/1995	N/A	N/A
PERFECT NAIL	3	U.S.	G	72/263,879	02/03/1967	846,493	03/19/1968

SUNTOPIA	3	U.S.	STC	75/259,616	03/18/1997	2,191,496	09/28/1998
TAN FX	3	U.S.	BD	75/604063	12/11/1998	2,298,263	12/07/1999
TAN XL	3	U.S.	BD	75/375,935	10/20/1997	2,245,141	05/11/1999

PATENTS

Title	Country	Reg./Appl. No.	Date
Dispenser for Body Drench	UK	No. 2077955	3/27/98
Dispenser Bottle	Italy	Appl. T0980000246	3/25/98
Dispenser Bottle	France	Appl. 985506	Pub. 5/05/99
Dispenser Bottle	Germany	No. 49809565.7	9/28/98
Dispenser Bottle	Canada	No. 87317	8/13/99
Dispenser Bottle	Brazil	Appl. DI5801668-6	9/25/98
Dispenser Bottle	Australia	No. 136837	3/23/99
Dispenser Bottle	Argentina	No. 66.148	9/25/98