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Security Agreement	<u></u>			<u> </u>	1
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4. Application number(s) or patent number(s):					1
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<ol> <li>Name and address of party to whom correspondence concerning document should be mailed:</li> </ol>	6. Total number of	applicati	ons and patents	involved; 4	
Name: Mark Kremer	7. Total fee (37 Ci	FR 3.41).	s <u> </u>	10·	
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**REEL: 017240 FRAME: 0021** 

## ASSIGNMENT OF PATENT

Whereas, Worldwide Cosmetics (AAssignor@), a general partnership organized and existing under the laws of the State of California, having its principal place of business located at 12222 Sherman Way, North Hollywood, California, 91605, is the owner of U.S. Letters Patent No. 6,503,014 issued by the U.S. Patent and Trademark Office (Athe Patent®).

Whereas, American International Industries (AAssignee@), a general partnership organized and existing under the laws of the State of California, having its principal place of business located at 2220 Gaspar Avenue, Los Angeles, California, 90040, wishes to acquire all the right, title and interest in the Patent and the underlying invention.

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor assigns the Patent 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 to the Patent, it being acknowledged and understood that it is the intention of this assignment to confer upon Assignee the Assignor-s full and complete ownership of the Patent for its life, or any term allowed by law.

## 2. WARRANTIES: Assignor represents and warrants:

Assignor has not previously assigned its ownership and title to the Patent in whole or in part. The Patent is valid, free and clear of any lien or encumbrance, objection or challenge and is in good standing, and all fees and costs due for prosecution and maintenance are fully paid.

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3. RIGHTS AND OBLIGATIONS:

Assignor agrees to execute and deliver and cause to be executed and delivered to Assignee, any and all documents and instruments, in form and substance reasonably satisfactory to Assignor and its counsel, necessary 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 Agreement; and shall pay any fees or expense 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 6/2/, 2005.

ASSIGNOR:

Worldwide Cosmetics

for C. Mayer.
Majer, President, Victory Manufacturing, Inc.

By:

William Moskovits, President, Helena Construction Company

ASSIGNEE:

American International Industries

Zvi Ryzman, President, Glamour Industries Company

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**RECORDED: 12/13/2005** 

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**PATENT** REEL: 017240 FRAME: 0023