

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Thermal Spa Products, Inc.	05/11/2010
RECEIVING PARTY DATA	
Name:	American International Industries
Street Address:	2220 Gaspar Ave.
City:	Commerce
State/Country:	CALIFORNIA
Postal Code:	90040
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7507936
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:	Mark D. Kremer
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NAME OF SUBMITTER:	Mark D. Kremer
Total Attachments: 3 source=Thermal Spa Patent Assignment#page1.tif source=Thermal Spa Patent Assignment#page2.tif source=Thermal Spa Patent Assignment#page3.tif	

CH \$40.00 7507936

ASSIGNMENT OF PATENT

WHEREAS, Thermal Spa Products, Inc., a Virginia corporation ("Assignor") having its principal place of business at 2035 Factory Lane, Petersburg, Virginia 23803, is the owner of United States Patent Letter No. 7,507,936 (the "Patent").

WHEREAS, American International Industries ("Assignee") organized and existing under the laws of the State of California and having its principal place of business at 2220 Gaspar Avenue, Los Angeles, California, is desirous of acquiring all the right, title and interest in and to the Patent and the goodwill of the business pertaining thereto.

THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Assignor makes this Assignment of the Patents as follows:

1. GRANT OF RIGHTS: Assignor irrevocably grants, sells, transfers, assigns and delivers to buyer, all right, title and interest of every kind and character throughout the world to the Patent, and the invention embodied therein including without limitation, any and all modifications thereof and improvements thereon, the benefit, from and after the date hereof, of any and all agreements, assignments and other documents entered into by Assignor regarding the Patent, all results and proceeds and any contracts relating to the Patent, all documents regarding such right, title and interest in the Patent and any and all such rights which may later arise, be created or be acquired by Assignor, it being acknowledged and understood that it is the intention of this assignment to confer upon Assignee full and complete ownership of the Patent and its subject matter for its life, or any term, allowed by law. All of the rights and interests identified herein are collectively referred to as the "Intellectual Property."

2. RIGHTS AND OBLIGATIONS

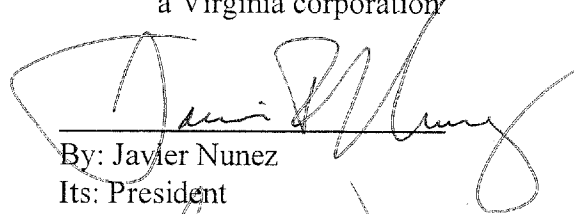
(a) Assignor agrees to execute and deliver and cause to be executed and delivered to Assignee, any and all documents and instruments necessary to effect and complete the transfer; grant or sale to Assignee of all rights or property acquired or intended to be acquired by Assignor under this Assignment. If Assignor fails to execute and deliver such documents and instruments properly after demand by Assignee, Assignee is authorized and appointed an attorney in fact of and for Assignor's president, to make, execute and deliver any and all such documents and instruments.

(b) 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 of the Intellectual Property or otherwise granted hereunder. 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 Intellectual Property.

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

ASSIGNOR

THERMAL SPA PRODUCTS, INC.,
a Virginia corporation


By: Javier Nunez
Its: President


By: Frank Mast
Its: CEO

ASSIGNEE

AMERICAN INTERNATIONAL INDUSTRIES,
a California general partnership

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

By: _____
Name: Zvi Ryzman
Its: President

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