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FORM PTO-1594 (Rev. 8-93)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

TRADEMARKS ONLY

Tab settings

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

1. Name of conveying party(ies):

Skechers USA, Inc. 228 Manhattan Beach Boulevard Manhattan Beach, CA 90266

MPD 10/2/98

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

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

3. Nature of conveyance:

- Assignment, Security Agreement, Merger, Change of Name, Other

Execution Date: September 4, 1998

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc. Internal Address: Legal Department Street Address: 500 West Monroe Street City: Chicago State: IL ZIP: 60661

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State DE, 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

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

PLEASE SEE ATTACHED EXHIBIT A FOR 55 REGISTERED AND PENDING TRADEMARK ASSIGNMENTS.

Additional numbers attached? Yes No

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

Name: Sharlene Desens Internal Address: Legal Department 505 North Brand Boulevard Glendale, CA 91203 Street Address: City: State: ZIP:

6. Total number of applications and registrations involved:

52

7. Total fee (37 CFR 3.41) \$ 1315.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

10/05/1998 JSB/BAZZ 00000115 1853178

01 FC:481 40.00 OP 02 FC:482 1275.00 OP

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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.

Sharlene Desens Name of Person Signing

Signature

9-11-98 Date

Total number of pages including cover sheet, attachments, and document: 24

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20221

TRADEMARK REEL: 1797 FRAME: 0442

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS
[SCHEDULE C]
September 3, 1998**

MARK	DKT NO.	SERIAL NO./FILING DATE OR REGISTRATION NO./REG. DATE	REGISTRATION NEXT RENEWAL DATE
BLASTERS	B046	PENDING	PENDING
CHROME DOME	7311	1,853,178 9/6/94	REGISTRATION NEXT RENEWAL DATE: 9/6/2004
CLEAR GRIP	8805	2,029,327 1/7/97	REGISTRATION NEXT RENEWAL DATE: 1/7/2007
CROSS COLOURS	8091	1,493,725 3/10/92	REGISTRATION NEXT RENEWAL DATE: 3/10/99
CROSS COLOURS	8088	1,748,604 1/26/93	REGISTRATION NEXT RENEWAL DATE: 1/26/2003
CROSS COLOURS & DESIGN	8087	1,741,420 12/2/92	REGISTRATION NEXT RENEWAL DATE: 12/22/2002
CC & DESIGN	8086	1,762,996 4/6/93	REGISTRATION NEXT RENEWAL DATE: 4/6/2003
DESIGN (ON SHOE TONGUE)	7447	1,915,022 8/29/95	REGISTRATION NEXT RENEWAL DATE: 8/29/2005
DESIGN (ON SHOE SIDE)	7469	1,944,893 1/2/96	REGISTRATION NEXT RENEWAL DATE: 1/2/2006

MARK	DKT NO.	SERIAL NO./FILING DATE OR REGISTRATION NO./REG. DATE	REGISTRATION NEXT RENEWAL DATE
DESIGN (SQUARE ON SIDE OF SHOE)	7736	1,927,144 10/17/95	REGISTRATION NEXT RENEWAL DATE: 10/17/2005
DESIGN S WITH AN OVAL	7275	1,852,458 9/6/94	REGISTRATION NEXT RENEWAL DATE: 9/6/2004
DESIGN (WOMPER)	A619	75/444,800 3/5/98	PENDING
DESIGN (STREET CLEAT)	A618	75/444,802 3/5/98	PENDING
DESIGN UPPER (STYLE #7926)	A674	75/482,245 5/8/98	PENDING
ENDUROLITE	9239	2,045,142 3/11/97	REGISTRATION NEXT RENEWAL DATE: 3/11/2007
FRICTION	8547	1,963,040 3/19/96	REGISTRATION NEXT RENEWAL DATE 3/19/2006
HEARTBEATS	8913	2,003,200 9/24/96	REGISTRATION NEXT RENEWAL DATE: 9/24/2006
IT'S THE S (w/ S IN SHIELD DESIGN) - FOR FOOTWEAR	A782	75/489,231 5/21/98	PENDING
PARALLEL STRIPES	7416	74/432,801 9/7/93	APPEAL PENDING BEFORE TTAB RE: DESCRIPTION OF MARK
IT'S THE S (W/ S IN AN OVAL)	9622	75/151,589 8/16/96	PENDING

MARK	DKT NO.	SERIAL NO./FILING DATE OR REGISTRATION NO./REG. DATE	REGISTRATION NEXT RENEWAL DATE
ITU "IT'S THE S" (W/ S IN AN OVAL) - FOR APPAREL	A139	75/332,296 7/29/97	PENDING
S DESIGN ON THE SIDE OF SHOE	9052	75/025,193 11/27/95	PENDING
S (GLOBE LOGO) - FOR FOOTWEAR	8471	1,945,652 1/2/96	REGISTRATION NEXT RENEWAL DATE: 1/2/2006
SITY - FOR FOOTWEAR	A617	75/420,981 1/21/98	PENDING
SKECHERS	7074	1,851,977] 8/30/94	REGISTRATION NEXT RENEWAL DATE: 8/30/2004
SKECHERS - IN CLASS 18 (BAGS)	9758	2,145,468 3/17/98	REGISTRATION NEXT RENEWAL DATE: 3/17/2008
SKECHERS S AND SHIELD DESIGN - FOR FOOTWEAR	A692	75/449,285 5/12/98	PENDING
(1) SKECHERS & DESIGN	8119	1,985,039 7/9/96	REGISTRATION NEXT RENEWAL DATE: 7/9/2006
(2) SKECHERS & DESIGN	9615	2,116,997 11/25/97	REGISTRATION NEXT RENEWAL DATE: 11/25/2007
SKECHERS USA	9828	2,105,579 10/14/97	REGISTRATION NEXT RENEWAL DATE: 10/14/2007

MARK	DKT NO.	SERIAL NO./FILING DATE OR REGISTRATION NO./REG. DATE	REGISTRATION NEXT RENEWAL DATE
SLIGHTS - FOR FOOTWEAR	A375	75/384,900 11/5/97	PENDING
SLIGHTS - FOR APPAREL	A594	75/412,904 1/1/98	PENDING
S LIGHTS - FOR FOOTWEAR	A652	715/443,560 3/3/98	PENDING
SPORT-UTILITY FOOTWEAR	7274	2,003,846 10/1/96	REGISTRATION NEXT RENEWAL DATE: 10/1/2006
SPORT-UTILITY SOCKWEAR & DESIGN	7728	2,175,206 7/21/98	REGISTRATION NEXT RENEWAL DATE: 7/21/2008
SPORT-UTILITY CLOTHING & DESIGN	8305	74/573,606 9/14/94	PENDING
SPORT-UTILITY BAGS & DESIGN IN CLASS 18	8417	2,065,545 5/27/97	REGISTRATION NEXT RENEWAL DATE: 5/27/2007
STREET CLEAT	8297	2,079,608 7/15/97	REGISTRATION NEXT RENEWAL DATE: 7/15/2007
WOMPERS	9577	2,107,996 10/21/97	REGISTRATION NEXT RENEWAL DATE: 10/21/2007
ITU "DURAFOM" - FOR FOOTWEAR	A382	75/384,920 11/5/97	PENDING
ITU "FATSOLES" - FOR FOOTWEAR	A879	75/516,668 7/10/98	PENDING

MARK	DKT NO.	SERIAL NO./FILING DATE OR REGISTRATION NO./REG. DATE	REGISTRATION NEXT RENEWAL DATE
ITU "FATSO'S" - FOR FOOTWEAR	A909	PENDING	PENDING
ITU "FOAMIES"	A173	75/332,278 7/29/97	PENDING
ITU "GEN S (W/ S IN AN OVAL DESIGN)"	A149	75/332,295 7/29/97	PENDING
ITU "IT'S THE S (NO OVAL)"	9679	75/161,289 9/5/96	PENDING
ITU "IT'S THE S (WITH S IN A SHIELD DESIGN) - FOR APPAREL	A801	75/508,605 6/25/98	PENDING
ITU "PLANET S"	A620	75/481,977 5/8/98	PENDING
ITU "S GIRLS"	A779	75/481,978 5/8/98	PENDING
ITU "S (GLOBE LOGO) - FOR APPAREL	8497	74/621,248 1/17/95	PENDING
ITU "S & SHIELD DESIGN" - FOR FOOTWEAR	A174	75/332,550 7/29/97	PENDING
ITU "S & SHIELD DESIGN" - FOR APPAREL	A304	75/976,914 7/29/98	PENDING
ITU "SKECH AIR" - FOR FOOTWEAR	A309	75/371,375 10/10/97	PENDING

MARK	DKT NO.	SERIAL NO./FILING DATE OR REGISTRATION NO./REG. DATE	REGISTRATION NEXT RENEWAL DATE
ITU "SLIGHTS & DESIGN"	A631	75/443.557 3/3/98	PENDING
ITU "STREET SWEETS"	B047	PENDING	PENDING
ITU "WELCOME TO THE PARTY"	A934	PENDING	PENDING
ITU "WHAT THE WORLD'S COMING TO"	8411	74/598.150 11/14/94	PENDING

**ASSIGNMENT FOR SECURITY OF PATENTS,
TRADEMARKS AND COPYRIGHTS**

THIS ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "Assignment") is made as of the 4th day of September, 1998 by and between Skechers USA, Inc., a California corporation ("Assignor"), and Heller Financial, Inc., a Delaware corporation ("Lender").

W I T N E S S E T H

WHEREAS, pursuant to a certain Amended and Restated Loan and Security Agreement dated on or about September 4, 1998 between Assignor and Lender (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lender has agreed to make certain loans and extend certain other financial accommodations to Assignor; and

WHEREAS, the Loan Agreement grants to Lender a continuing security interest in certain of Assignor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Assignment for Security. To secure the complete and timely payment and satisfaction of the Obligations, Assignor hereby grants to Lender a continuing security interest in Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(b) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(c) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks

and applications listed on Schedule C attached hereto and made a part hereof and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of Assignor's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Lender under this Assignment, Assignor hereby agrees that effective upon the occurrence of any Event of Default, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above, shall be automatically assigned, transferred and conveyed to Lender to the extent necessary to enable Lender to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Lender and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Assignor or any other Person by Lender (except that if Lender shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations). Assignor shall record a copy of this Assignment in the patent and trademark office as a security agreement.

3. Reports of Applications. The Patents, Copyrights and Trademarks constitute all of the federally registered patents, copyrights and trademarks, and applications therefor now owned by Assignor. Assignor shall provide Lender on a quarterly basis with a list of all new federally registered patents, copyrights and trademarks and federal applications for letters patent, copyright registrations and trademark registrations, if any, which new patents, copyrights trademarks and applications shall be subject to the terms and conditions of the Loan Agreement and this Assignment.

4. Effect on Loan Agreement; Cumulative Remedies. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Lender with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, LENDER SHALL NOT HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT ASSIGNOR SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS ASSIGNMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF


SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT.

7. CONSENT TO JURISDICTION. ASSIGNOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS AND IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE LOAN AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. ASSIGNOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. ASSIGNOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON ASSIGNOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO ASSIGNOR AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETED WITHIN TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

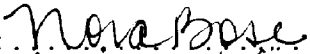
8. JURY TRIAL WAIVER. ASSIGNOR AND LENDER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND THE LOAN AGREEMENT. ASSIGNOR AND LENDER EACH ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT AND THE LOAN AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. ASSIGNOR AND LENDER HEREBY WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

SKECHERS USA, INC.
228 Manhattan Beach Blvd.
Manhattan Beach, CA 90266

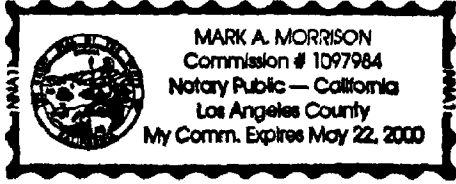
By: 
Title: CHEIF FINANCIAL OFFICER

Accepted and Agreed to:
HELLER FINANCIAL, INC.
500 West Monroe Street
Chicago, Illinois 60661

By: 
Its: Assistant Vice President

STATE OF CALIFORNIA)
 LOS) SS
COUNTY OF ANGELES)

The foregoing Assignment for Security of Patents, Trademarks and Copyrights was executed and acknowledged before me this 4 of SEPTEMBER, 1998 by DAVID WEINBERG, personally known to me to be the CEO of SKECHERS USA INC., a CORPORATION, on behalf of such CORPORATION.



Mark A. Morrison

Notary Public

My commission expires:

MAY 22, 2000

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

The foregoing Assignment for Security of Patents, Trademarks and Copyrights was executed and acknowledged before me this 8th of September, 1998 by NORA BOSE, personally known to me to be the ASST. VICE PRES of Heller Financial, Inc., a Delaware corporation, on behalf of such corporation.



Myra Kulick
.....
Notary Public

My commission expires:
July 5, 1999
.....

PATENTS - U.S. AND FOREIGN
[SCHEDULE A]
September 3, 1998

TITLE	DKT NO.	SERIAL NO. & FILING DATE	PATENT NO. & ISSUE DATE
SHOE UPPER	7830	29/020,597 Filing Date: 03 29 94	PATENT NO.: Des. 358,702 Issued: 5/30/95
CLASSIX OUTSOLE/BOTTOM	9823	29/065,542 Filing Date: 01 29 97	PATENT NO.: Des. 395,341 Issued: 6/23/98
GROOVER OUTSOLE/BOTTOM	9840	29/065,562 Filing Date: 01 29 97	None
STREET CLEATS OUTSOLE/BOTTOM	9847	29/066,414 Filing Date: 02/13/97	PATENT NO.: Des. 389,295 Issued: 1/20/98
SHOE UPPER (STREET CLEAT SLIDE STYLE # 7861)	9991	29/073,695 Filing Date: 07 16 97	None
SHOE UPPER (WOMPER SLIDE STYLE # 7900)	9992	29/073,696 Filing Date: 07 16.97	None
SHOE UPPER (ONE BAND WOMPER SLIDE STYLE # 7919)	9993	29/075,924 Filing Date: 08 29 97	None
SHOE (HEARTBEAT SLIDE STYLE # 7857)	A015	29/075,462 Filing Date: 08 21 97	None
SHOE UPPER (STYLE # 7930/# 7992)	A391	29/083,573 Filing Date: 2/11.98	None
SHOE BOTTOM (STYLE #7930)	A392	29/088,459 Filing Date: 5/23 98	None
SHOE UPPER (STYLE #7951)	A393	29/082,280 Filing Date: 12 23 97	None
SHOE BOTTOM (STYLE # 7951)	A394	29/082,176 Filing Date: 12 23 97	None

TITLE	DKT NO.	SERIAL NO. & FILING DATE	PATENT NO. & ISSUE DATE
TAIWAN DESIGN PATENT SHOE BOTTOM (STYLE #7951)	A718	Serial No. 87302664 Filing Date: 4/15 98	None
SHOE UPPER (STYLE #7955)	A395	29/083,909 Filing Date: 2/18 98	None
SHOE BOTTOM (STYLE #7992)	A397	29/084,169 Filing Date: 2/26 98	None
SHOE BOTTOM (DREAMERS)	A560	29/084,529 Filing Date: 3/4 98	None
SHOE UPPER (STYLE # 7959)	A561	29/083,572 Filing Date: 2/11 98	None
SHOE UPPER (STYLE # 7960)	A562	29/083,855 Filing Date: 2/18 98	None
SHOE UPPER (STYLE # 6691)	A597	29/084,373 Filing Date: 3/2 98	None
SHOE BOTTOM (STYLE # 6691)	A598	29/084,365 Filing Date: 3/2/98	None
SHOE UPPER (STYLE # 7612)	A599	29/084,170 Filing Date: 2/26 98	None
SHOE BOTTOM (STYLE #7612)	A600	29/086,350 Filing Date: 4/10 98	None
SHOE UPPER (STYLE #7617)	A601	29/083,570 Filing Date: 2/11 98	None
SHOE BOTTOM (STYLE #7617)	A602	29/083,571 Filing Date: 2/11 98	None
SHOE UPPER (STYLE # 7926)	A603	29/084,171 Filing Date: 2/26/98	None
SHOE BOTTOM (STYLE # 7926)	A604	29/084,168 Filing Date: 2/26 98	None
SHOE OUTSOLE (STYLE # 7963)	A605	29/085,464 Filing Date: 3/24 98	None

TITLE	DKT NO.	SERIAL NO. & FILING DATE	PATENT NO. & ISSUE DATE
SHOE UPPER (STYLE # 7996)	A606	29/085,453 Filing Date: 3/24/98	None
SHOE BOTTOM (STYLE #7996)	A607	29/085,452 Filing Date: 3/24/98	None
SHOE BOTTOM (PLATFORM STREET CLEAT)	A624	29/085,450 Filing Date: 3/24/98	None
SHOE BOTTOM (PLATFORM WOMPER)	A625	29/085,499 Filing Date: 3/24/98	None
SHOE UPPER (Style #7982)	A709	29/087,301 Filing Date: 4/30/98	None
SHOE UPPER (Style #7849)	A758	29/088,461 Filing Date: 5/23/98	None
SHOE UPPER (Style #6513)	A725	29/088,460 Filing Date: 5/23/98	None
SHOE BOTTOM (Style #7496 - Womper Deluxe)	A821	29/091,294 Filing Date: 7/27/98	None
SHOE UPPER (Style #7496 - Womper Deluxe)	A881	29/091415 Filing Date: 7/29/98	None
SHOE UPPER (Style #7810)	A856	29/091414 Filing Date: 7/29/98	None
SHOE UPPER (Style #7810)	A857	29/091,416 Filing Date: 7/29/98	None
SHOE UPPER (Style #7880)	A882	None	None
SHOE UPPER (Style #7933)	A962	None	None
BUBBLE DESIGN	B013	None	None
SHOE UPPER (Style #6707)	B051	None	None

TITLE	DKT NO.	SERIAL NO. & FILING DATE	PATENT NO. & ISSUE DATE
SHOE BOTTOM (Style #6707)	B052	None	None
SHOE UPPER (Style #2203 - STREET SWEETS)	B053	None	None
SHOE BOTTOM (Style #2203 - STREET SWEETS)	B054	None	None
SHOE BOTTOM (Style #6523)		None	None

**U.S. COPYRIGHTS
[SCHEDULE B]
September 3, 1998**

TITLE	DKT NO.	NATURE OF WORK	REGISTRATION NO. & REGISTRATION DATE
BANNER	8289	SCULPTURAL DESIGN	VA 676-899 11/3/94
BROKEN HEART	9210	ART WORK	VA 746-319 1/24/96
BUTTERFLY DESIGN	9214	ART WORK	VA 746-315 1/24/96
CROSS COLOURS	8338	TX	TX 3-942-322 11/3/94
EYE DESIGN	9212	ART WORK	VA 746-317 1/24/96
LIPS DESIGN	9211	ART WORK	VA 746-318 1/24/96
NEW SKECHERS ADDITIONS 1995-1996 CATALOG	9033	TX	TX 4-195-464 11/25/95
PLANET DESIGN	9215	ART WORK	VA 746-316 1/24/96
SHOE BOX DESIGN (YELLOW & BLACK)	9869	ART WORK	VA 847-922 3/10/98
SKECHERS 1994 CATALOG	8339	TX	TX 3-845-846 5/31/94
SKECHERS 1994 CATALOG NEW ADDITIONS	8029	TX	TX 3-845-846 5/31/94
1995 SKECHERS FOOTWEAR	8601	TX	TX 4-018-543 4/6/95
SKECHERS NEW EDITIONS 1995	8643	TX	TX 4-046-611 4/6/95

TITLE	DKT NO.	NATURE OF WORK	REGISTRATION NO. & REGISTRATION DATE
SKECHERS 97 IT'S THE S	A589	TX	TX 4-708-262 1/16/98
SKECHERS 98 SPRING SUPPLEMENT	A560	TX	TX 4-704-338 1/16/98
KIDS SKECHERS IT'S THE S 98/99 CATALOGUE	A940	ART WORK	PENDING FILED 7/23/98
SKECHERS IT'S THE S FOOTWEAR 98/99 CATALOGUE	A941	ART WORK	PENDING FILED 7/23/98
SKECHERS IT'S THE S FOOTWEAR CATALOG		ART WORK	NEWLY OPENED
SLIGHTS DESIGN	A632	ART WORK	PENDING FILED 3/10/98

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS
[SCHEDULE C]
September 3, 1998**

MARK	DKT NO.	SERIAL NO./FILING DATE OR REGISTRATION NO./REG. DATE	REGISTRATION NEXT RENEWAL DATE
BLASTERS	B046	PENDING	PENDING
CHROME DOME	7311	1,853,178 9/6/94	REGISTRATION NEXT RENEWAL DATE: 9/6/2004
CLEAR GRIP	8805	2,029,327 1/7/97	REGISTRATION NEXT RENEWAL DATE: 1/7/2007
CROSS COLOURS	8091	B1,493,725 3/10/92	REGISTRATION NEXT RENEWAL DATE: 3/10/99
CROSS COLOURS	8088	1,748,604 1/26/93	REGISTRATION NEXT RENEWAL DATE: 1/26/2003
CROSS COLOURS & DESIGN	8087	1,741,420 12/2/92	REGISTRATION NEXT RENEWAL DATE: 12/22/2002
CC & DESIGN	8086	1,762,996 4/6/93	REGISTRATION NEXT RENEWAL DATE: 4/6/2003
DESIGN (ON SHOE TONGUE)	7447	1,915,022 8/29/95	REGISTRATION NEXT RENEWAL DATE: 8/29/2005
DESIGN (ON SHOE SIDE)	7469	1,944,893 1/2/96	REGISTRATION NEXT RENEWAL DATE: 1/2/2006

MARK	DKT NO.	SERIAL NO./FILING DATE OR REGISTRATION NO./REG. DATE	REGISTRATION NEXT RENEWAL DATE
DESIGN (SQUARE ON SIDE OF SHOE)	7736	1,927,144 10/17/95	REGISTRATION NEXT RENEWAL DATE: 10/17/2005
DESIGN S WITH AN OVAL	7275	1,852,458 9/6/94	REGISTRATION NEXT RENEWAL DATE: 9/6/2004
DESIGN (WOMPER)	A619	75/444,800 3/5/98	PENDING
DESIGN (STREET CLEAT)	A618	75/444,802 3/5/98	PENDING
DESIGN UPPER (STYLE #7926)	A674	75/482,245 5/8/98	PENDING
ENDUROLITE	9239	2,045,142 3/11/97	REGISTRATION NEXT RENEWAL DATE: 3/11/2007
FRICTION	8547	1,963,040 3/19/96	REGISTRATION NEXT RENEWAL DATE 3/19/2006
HEARTBEATS	8913	2,003,200 9/24/96	REGISTRATION NEXT RENEWAL DATE: 9/24/2006
IT'S THE S (w/ S IN SHIELD DESIGN) - FOR FOOTWEAR	A782	75/489,231 5/21/98	PENDING
PARALLEL STRIPES	7416	74/432,801 9/7/93	APPEAL PENDING BEFORE TTAB RE: DESCRIPTION OF MARK
IT'S THE S (W/ S IN AN OVAL)	9622	75/151,589 8/16/96	PENDING

MARK	DKT NO.	SERIAL NO./FILING DATE OR REGISTRATION NO./REG. DATE	REGISTRATION NEXT RENEWAL DATE
ITU "IT'S THE S" (W/ S IN AN OVAL) - FOR APPAREL	A139	75/332,296 7/29/97	PENDING
S DESIGN ON THE SIDE OF SHOE	9052	75/025,193 11/27/95	PENDING
S (GLOBE LOGO) - FOR FOOTWEAR	8471	1,945,652 1/2/96	REGISTRATION NEXT RENEWAL DATE: 1/2/2006
SITY - FOR FOOTWEAR	A617	75/420,981 1/21/98	PENDING
SKECHERS	7074	1,851,977 8/30/94	REGISTRATION NEXT RENEWAL DATE: 8/30/2004
SKECHERS - IN CLASS 18 (BAGS)	9758	2,145,468 3/17/98	REGISTRATION NEXT RENEWAL DATE: 3/17/2008
SKECHERS S AND SHIELD DESIGN - FOR FOOTWEAR	A692	75/449,285 5/12/98	PENDING
(1) SKECHERS & DESIGN	8119	1,985,039 7/9/96	REGISTRATION NEXT RENEWAL DATE: 7/9/2006
(2) SKECHERS & DESIGN	9615	2,116,997 11/25/97	REGISTRATION NEXT RENEWAL DATE: 11/25/2007
SKECHERS USA	9828	2,105,579 10/14/97	REGISTRATION NEXT RENEWAL DATE: 10/14/2007

MARK	DKT NO.	SERIAL NO./FILING DATE OR REGISTRATION NO./REG. DATE	REGISTRATION NEXT RENEWAL DATE
SLIGHTS - FOR FOOTWEAR	A375	75/384,900 11/5/97	PENDING
SLIGHTS - FOR APPAREL	A594	75/412,904 1/1/98	PENDING
S LIGHTS - FOR FOOTWEAR	A652	715/443,560 3/3/98	PENDING
SPORT-UTILITY FOOTWEAR	7274	2,003,846 10/1/96	REGISTRATION NEXT RENEWAL DATE: 10/1/2006
SPORT-UTILITY SOCKWEAR & DESIGN	7728	2,175,206 7/21/98	REGISTRATION NEXT RENEWAL DATE: 7/21/2008
SPORT-UTILITY CLOTHING & DESIGN	8305	74/573,606 9/14/94	PENDING
SPORT-UTILITY BAGS & DESIGN IN CLASS 18	8417	2,065,545 5/27/97	REGISTRATION NEXT RENEWAL DATE: 5/27/2007
STREET CLEAT	8297	2,079,608 7/15/97	REGISTRATION NEXT RENEWAL DATE: 7/15/2007
WOMPERS	9577	2,107,996 10/21/97	REGISTRATION NEXT RENEWAL DATE: 10/21/2007
ITU "DURAFOM" - FOR FOOTWEAR	A382	75/384,920 11/5/97	PENDING
ITU "FATSOLES" - FOR FOOTWEAR	A879	75/516,668 7/10/98	PENDING

MARK	DKT NO.	SERIAL NO./FILING DATE OR REGISTRATION NO./REG. DATE	REGISTRATION NEXT RENEWAL DATE
ITU "FATSO'S" - FOR FOOTWEAR	A909	PENDING	PENDING
ITU "FOAMIES"	A173	75/332,278 7/29/97	PENDING
ITU "GEN S (W/ S IN AN OVAL DESIGN)"	A149	75/332,295 7/29/97	PENDING
ITU "IT'S THE S (NO OVAL)"	9679	75/161,289 9/5/96	PENDING
ITU "IT'S THE S (WITH S IN A SHIELD DESIGN) - FOR APPAREL	A801	75/508,605 6/25/98	PENDING
ITU "PLANET S"	A620	75/481,977 5/8/98	PENDING
ITU "S GIRLS"	A779	75/481,978 5/8/98	PENDING
ITU "S (GLOBE LOGO) - FOR APPAREL	8497	74/621,248 1/17/95	PENDING
ITU "S & SHIELD DESIGN" - FOR FOOTWEAR	A174	75/332,550 7/29/97	PENDING
ITU "S & SHIELD DESIGN" - FOR APPAREL	A304	75/976,914 7/29/98	PENDING
ITU "SKECH AIR" - FOR FOOTWEAR	A309	75/371,375 10/10/97	PENDING

MARK	DKT NO.	SERIAL NO./FILING DATE OR REGISTRATION NO./REG. DATE	REGISTRATION NEXT RENEWAL DATE
ITU "SLIGHTS & DESIGN"	A631	75/443.557 3/3/98	PENDING
ITU "STREET SWEETS"	B047	PENDING	PENDING
ITU "WELCOME TO THE PARTY"	A934	PENDING	PENDING
ITU "WHAT THE WORLD'S COMING TO"	8411	74/598.150 11/14/94	PENDING