

FORM PTO-1595

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

TRADEMARKS ONLY

Patent and Trademark Office

1/31/92

To the Director of Patents and Trademarks: Please Record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Chrome Heats LLC Entity: <u>Delaware Limited Liability Company</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>Merrill Lynch Business Financial Services Inc.</u> Internal Address: <u>222 North LaSalle Street</u> <u>Chicago, IL 60601</u> Entity: <u>Delaware Corporation</u> Additional Name(s) & Address(es) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date <u>March 1, 2005</u></p>	

4. Application or registration number(s):

<p>A. Trademark Application No.(s) <u>76/578834; 76/578835; 76/590713; 76590464</u></p>	<p>B. Trademark Registration No. (s) <u>1,665,791; 2,192,539; 2,458,153; 2,214,641; 2,214,642; 2,284,625; 2,330,903; 2,307,126; 2,216,575; 2,408,082; 2,538,565; 2,375,507; 2,643,474; 2,118,026; 2,216,569; 2,350,742; 2,216,570; 2,293,634; 2,567,737; 2,577,319; 2,561,173; 2,544,163; 2,546,195; 2,689,043; 2,407,915; 2,465,188; 2,644,724; 2,194,698; 2,600,967; 2,588,382; 2,755,231; 2,631,511; 2,717,150; 2,706,480; 2,662,743</u></p>
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Please send the recorded assignment back by fax to 312-258-5600 to the attention of: SCHIFF HARDIN LLP Chris Bollinger, Attorney P.O. Box 06079 Chicago, IL 60606-0079 Telephone: (312) 258-5500 Customer Number: 27010-0025</p>	<p>6. Total number of trademarks involved <u>39</u></p> <p>7. Total Fee (37 CFR 3.41) \$990.00 <input checked="" type="checkbox"/> Authorization is given to charge the deposit account for the above fee and any additional fees required or to credit any overpayment.</p> <p>8. Deposit Account Number: <u>19-0409</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Chris Bollinger  3/29/05
 Name of Person Signing Signature Date

Total number of pages including cover sheet and attached documents 69:

Mail documents to be recorded and required cover sheet information to:
 By Fax: 703/306-5995
 Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

CH \$990.00 190409 76578834



PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of March 1, 2005 by **Chrome Hearts LLC**, a limited liability company organized and existing under the laws of the State of Delaware ("Customer"), to **Merrill Lynch Business Financial Services Inc.**, a corporation organized and existing under the laws of the State of Delaware ("MLBFS").

WITNESSETH:

WHEREAS, Customer and MLBFS have entered into (i) that certain WCMA Reducing Revolver Loan and Security Agreement No. 764-02198 dated as of March 1, 2005, and (ii) that certain WCMA Loan and Security Agreement No. 764-02197 dated as of March 1, 2005 (collectively, as amended, restated, supplemented or otherwise modified, the "Loan Agreements"); and

WHEREAS, it is a condition to the effectiveness of the Loan Agreements that, among other things, Customer execute and deliver to MLBFS this Agreement;

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, Customer agrees as follows:

1. **Incorporation of Loan Agreements.** The Loan Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Loan Agreements shall have the meanings ascribed to them therein.

2. **Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of Customer's Obligations:

(A) Customer hereby grants to the MLBFS a security interest in and to all of Customer's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which Customer now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or

payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which Customer now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all Customer's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether Customer is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Customer and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent and Copyright Licenses");

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names including, without limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Customer now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

(v) all Customer's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether Customer is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Customer and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(vi) the goodwill of Customer's business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing grant of security interest any of the existing Licenses to which Customer is a licensee (and any Patents, Marks and Copyrights currently licensed by others to Customer pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License lawfully prohibits such grant; provided further, however, that, upon MLBFS's request, Customer will use its good faith reasonable efforts to obtain any consent needed to subject any such property to this grant of security interest.

3. **Restrictions on Future Agreements.** Customer agrees and covenants that until the Obligations shall have been satisfied in full and the Loan Agreements shall have been terminated, Customer will not, without MLBFS's prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned), take any action or enter into any agreement, including, without limitation

entering into any license agreement, which is inconsistent with Customer's obligations under this Agreement, and Customer further agrees and covenants that, without MLBFS's prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned), it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to MLBFS under this Agreement unless and to the extent that Customer has concluded in the exercise of reasonable commercial judgment that any such rights are no longer of material importance to the business of Customer. Customer agrees and covenants to not, without receiving the prior written consent of MLBFS (a) sell or assign its interest in the Patents, Marks, Copyrights or Licenses, or (b) or grant any license under the Patents, Marks, Copyrights or Licenses if, in the case of this clause (b), such license would result in the inability of Customer to engage in the type of business engaged in by it on the date hereof.

4. **Certain Covenants, Representations and Warranties of Customer.** Customer covenants, represents and warrants (to the best of Customer's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to Customer) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and Customer is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of Customer's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) Customer owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to Customer pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under Customer, in each case except for (A) rights granted by Customer pursuant to the applicable licenses listed on Schedules C and E, and (B) Liens and encumbrances in favor of MLBFS pursuant to this Agreement or the other Loan Documents; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which Customer has any right, title or interest; (vii) Customer has the unqualified right to enter into this Agreement and perform its terms; (viii) Customer will continue to use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to Customer's business); and (ix) Customer will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. **New Patents, Marks, Copyrights and Licenses.** If, before the Obligations shall have been satisfied in full and the Loan Agreements shall have been terminated, Customer shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Customer shall give to MLBFS prompt written notice thereof. Customer hereby authorizes MLBFS to modify this Agreement by

noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of MLBFS to make any such notation shall not limit or affect the obligations of Customer or rights of MLBFS hereunder.

6. Royalties; Terms. Customer hereby agrees that the security interest of MLBFS in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide except in the Asian Territory described on Schedule F (or in the case of the Patents, Marks and Copyrights licensed to Customer such smaller geographic location if any is specified for Customer's use in the applicable License) and, without any liability for royalties or other related charges from MLBFS to Customer. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Obligations and termination of the Loan Agreements.

7. Inspection. MLBFS shall have the right, upon reasonable prior written notice to Customer, to inspect Customer's premises and to examine Customer's books, records and operations, including, without limitation, Customer's quality control processes. From and after the occurrence and during the continuance of a Default and notice by MLBFS to Customer of MLBFS's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, Customer agrees that MLBFS, or a conservator appointed by MLBFS, shall have the right to establish such additional product quality controls as MLBFS or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Customer under the Marks consistent with the quality of products now manufactured by Customer.

8. Termination of Customer's Interest. This Agreement is made for collateral purposes only. Upon satisfaction in full of the Obligations and termination of the Loan Agreements, subject to any disposition thereof which may have been made by MLBFS pursuant hereto or pursuant to any of the other Loan Documents, the security interest granted hereunder shall automatically be extinguished. MLBFS shall, at Customer's reasonable expense, execute and deliver to Customer, all termination statements and other instruments as may be necessary or proper to evidence the termination of MLBFS's security interest granted to MLBFS pursuant to this Agreement, subject to any disposition thereof which may have been made by MLBFS pursuant hereto or pursuant to any of the other Loan Documents. Any such termination statements and instruments shall be without recourse upon or warranty by MLBFS.

9. Duties of Customer. Except to the extent the same is no longer material to Customer's business, Customer shall have the duty (i) to prosecute diligently any patent application of the Patents, any application respecting the Marks, and any copyright application of the Copyrights pending as of the date hereof or thereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by Customer. Except to the extent the same is no longer material to Customer's business, Customer shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of MLBFS.

10. **MLBFS's Right to Sue.** From and after the occurrence and during the continuance of a Default, MLBFS shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if MLBFS shall commence any such suit, Customer shall, at the request of MLBFS, do any and all lawful acts and execute any and all proper documents reasonably required by MLBFS in aid of such enforcement, and Customer shall promptly, upon demand, reimburse and indemnify MLBFS for all reasonable costs and expenses incurred by MLBFS in the exercise of its rights under this Section 10.

11. **Waivers.** No course of dealing between Customer and MLBFS, nor any failure to exercise, nor any delay in exercising, on the part of MLBFS, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. **Further Assurances.** Customer shall execute and deliver to MLBFS, at any time or times hereafter at the request of MLBFS, all papers (including, without limitation, any as may be deemed desirable by MLBFS for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by MLBFS), as MLBFS may request, to evidence MLBFS's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce MLBFS's rights under this Agreement.

15. **Cumulative Remedies; Power of Attorney; Effect on Loan Documents.** All of MLBFS's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Loan Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Customer hereby constitutes and appoints MLBFS as Customer's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse Customer's name on all applications, documents, papers and instruments determined by MLBFS in its sole discretion as necessary or desirable for MLBFS in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as MLBFS deems in good faith to be in the best interest of MLBFS, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Customer hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been satisfied in full and the Loan Agreements shall have been terminated. Customer acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of MLBFS under the Loan Agreements or any of the Loan

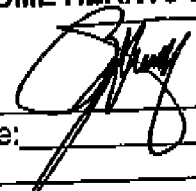
Documents but rather is intended to facilitate the exercise of such rights and remedies. MLBFS shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Customer hereby releases the MLBFS from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the MLBFS under the powers of attorney granted herein.

16. **Binding Effect; Benefits.** This Agreement shall be binding upon Customer and its respective successors and assigns and shall inure to the benefit of MLBFS and its respective successors, assigns and nominees.

17. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of Illinois.

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

CHROME HEARTS LLC

By: 
Name: _____
Title: _____

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above in Chicago, Illinois.

MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

CHROME HEARTS LLC

By: _____
Name: _____
Title: _____

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above in Chicago, Illinois.

MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC.

By: Scott D. Moreau
Name: Scott D. Moreau
Title: Vice President

STATE OF NY)
) SS.
COUNTY OF NY)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Richard Stark, personally known to me to be the CEO of Chrome Hearts LLC (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 1st day of March, 2005.

(NOTARIAL SEAL)

Robert L. Tucker
Notary Public

My Commission Expires: _____

ROBERT L. TUCKER
Notary Public, State of New York
No. 91481-1777
Qualified in New York County
Commission Expires Nov. 30, 2006

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said State and County do hereby certify that Scott D. Moreen, personally known to me to be the Vice President of **Merrill Lynch Business Financial Services Inc.** (Chicago), personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of said MLBFS and caused the seal of said MLBFS to be affixed thereto, pursuant to authority given by the Board of Directors of said MLBFS, as his/her free and voluntary act and as the free and voluntary act and deed of said MLBFS, for the uses and purposes therein set forth.

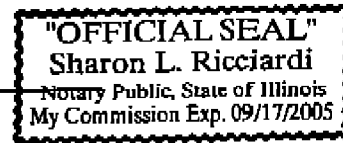
GIVEN under my hand and official seal as of the 1st day of March, 2005.

(NOTARIAL SEAL)

Sharon Ricciardi

 Notary Public

My Commission Expires: _____



SCHEDULE A

PATENTS AND PATENT APPLICATIONS

None

SCHEDULE B

COPYRIGHTS

See Attached

Case Tracking System
Copyright Summary Report
CHROME HEARTS, INC.

Date: January 18, 2005

File No	Title of Work	Application Filing Date	Registration # Registration Date	Status
C-CH-001	Three Cross Bracelet	3/28/1995	VA-642-736 3/28/1995	<u>Registered</u>
C-CH-002	Dagger Bracelet	3/28/1995	VA-642-737 3/28/1995	<u>Registered</u>
C-CH-003	Floral Ring	3/28/1995	VA-642-738 3/28/1995	<u>Registered</u>
C-CH-004	1 1/2" Celtic Belt	3/28/1995	VA-642-739 3/28/1995	<u>Registered</u>
C-CH-005	1 1/2" Celtic Roller	3/28/1995	VA-642-740 3/28/1995	<u>Registered</u>
C-CH-006	Celtic Center Bar	3/28/1995	VA-642-741 3/28/1995	<u>Registered</u>
C-CH-007	Celtic Chain Necklace	3/28/1995	VA-642-742 3/28/1995	<u>Registered</u>
C-CH-008	Celtic Pendant	3/28/1995	VA-642-743 3/28/1995	<u>Registered</u>
C-CH-009	Cuff Bracelet	3/28/1995	VA-642-744 3/28/1995	<u>Registered</u>
C-CH-010	K&T Ring	3/28/1995	VA-642-745 3/28/1995	<u>Registered</u>
C-CH-011	Fancy Chain Link	3/28/1995	VA-642-746 3/28/1995	<u>Registered</u>
C-CH-012	Dagger Ring	3/28/1995	VA-642-747 3/28/1995	<u>Registered</u>
C-CH-013	Floral Cross Bracelet	3/28/1995	VA-689-392 3/28/1995	<u>Registered</u>
C-CH-014	Celtic Button	3/28/1995	VA-705-191 3/28/1995	<u>Registered</u>
C-CH-015	1" 3 pc. Celtic Belt	3/28/1995	VA-705-192 3/28/1995	<u>Registered</u>
C-CH-016	CH Cross	3/28/1995	VA-705-193 3/28/1995	<u>Registered</u>

Case Tracking System
Copyright Summary Report
CHROME HEARTS, INC.

Date: January 18, 2005

File No	Title of Work	Application Filing Date	Registration # Registration Date	Status
C-CH-017	Filigree Cross	3/28/1995	VA-705-194 3/28/1995	<u>Registered</u>
C-CH-018	Star Pendant	3/28/1995	VA-705-195 3/28/1995	<u>Registered</u>
C-CH-019	CH Fleur	3/28/1995	VA-705-196 3/28/1995	<u>Registered</u>
C-CH-020	Dagger	3/28/1995	VA-705-197 3/28/1995	<u>Registered</u>
C-CH-021	Floral #1	3/28/1995	VA-705-198 3/28/1995	<u>Registered</u>
C-CH-022	Roller	3/28/1995	VA-705-199 3/28/1995	<u>Registered</u>
C-CH-023	Claw Link Bracelet	3/28/1995	VA-705-200 3/28/1995	<u>Registered</u>
C-CH-024	Roller Key Ring	3/28/1995	VA-705-201 3/28/1995	<u>Registered</u>
C-CH-025	3" Roller Buckle	3/28/1995	VA-705-202 3/28/1995	<u>Registered</u>
C-CH-026	Floral Cross	3/28/1995	VA-705-230 3/28/1995	<u>Registered</u>
C-CH-027	Barrel	3/28/1995	VA-705-231 3/28/1995	<u>Registered</u>
C-CH-028	Cross Ball	3/28/1995	VA-705-232 3/28/1995	<u>Registered</u>
C-CH-029	Cross #4	3/28/1995	VA-705-233 3/28/1995	<u>Registered</u>
C-CH-030	Classic Oval	3/28/1995	VA-705-234 3/28/1995	<u>Registered</u>
C-CH-031	Four Corner Claw Buckle (Center Bar)	3/28/1995	VA-705-235 3/28/1995	<u>Registered</u>
C-CH-032	2 1/2" Classic Buckle	3/28/1995	VA-705-236 3/28/1995	<u>Registered</u>

Case Tracking System
Copyright Summary Report
CHROME HEARTS, INC.

Date: January 18, 2005

File No	Title of Work	Application Filing Date	Registration # Registration Date	Status
C-CH-033	1 1/2" Classic Buckle (Center Bar)	3/28/1995	VA-705-237 3/28/1995	<u>Registered</u>
C-CH-034	1 1/2" (3 pc.) Classic Buckle	3/28/1995	VA-705-238 3/28/1995	<u>Registered</u>
C-CH-035	1" Classic (3 pc.)	3/28/1995	VA-705-239 3/28/1995	<u>Registered</u>
C-CH-036	1" Classic Buckle (Center Bar)	3/28/1995	VA-705-240 3/28/1995	<u>Registered</u>
C-CH-037	3/4" (4 pc.) Classic Buckle	3/28/1995	VA-705-241 3/28/1995	<u>Registered</u>
C-CH-038	3/4" Classic Buckle (Center Bar)	3/28/1995	VA-705-242 3/28/1995	<u>Registered</u>
C-CH-039	1-1/2" Claw (3 pc.)	3/28/1995	VA-705-243 3/28/1995	<u>Registered</u>
C-CH-040	2" Roller (3 pc.)	3/28/1995	VA-705-244 3/28/1995	<u>Registered</u>
C-CH-041	1 1/2" Roller (3 pc.)	3/28/1995	VA-705-245 3/28/1995	<u>Registered</u>
C-CH-042	2" Center Bar Talon	3/28/1995	VA-705-246 3/28/1995	<u>Registered</u>
C-CH-043	3" Talon, 3 pc.	3/28/1995	VA-705-247 3/28/1995	<u>Registered</u>
C-CH-044	2" Talon, 3 pc.	3/28/1995	VA-705-248 3/28/1995	<u>Registered</u>
C-CH-045	1 1/2" Talon, 3 pc.	3/28/1995	VA-705-249 3/28/1995	<u>Registered</u>
C-CH-046	Celtic ID Bracelet	3/13/1998	VA-912-280 3/13/1998	<u>Registered</u>
C-CH-047	Narrow V Band Celtic	3/13/1998	VA-912-281 3/13/1998	<u>Registered</u>
C-CH-048	Classic Keeper Bracelet			<u>New</u>

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File No	Title of Work	Application Filing Date	Registration # Registration Date	Status
C-CH-049	Filigree Pull Pendant with Bolo Tips	3/13/1998	VA-912-283 3/13/1998	<u>Registered</u>
C-CH-050	Filigree Pull Fancy Pendant with Bolo Tips	3/13/1998	VA-912-284 3/13/1998	<u>Registered</u>
C-CH-051	Floral Cross Cuff Bracelet	3/13/1998	VA-912-285 3/13/1998	<u>Registered</u>
C-CH-052	Filigree I Link Bracelet	3/13/1998	VA-912-286 3/13/1998	<u>Registered</u>
C-CH-053	Filigree ID Bracelet	3/13/1998	VA-912-287 3/13/1998	<u>Registered</u>
C-CH-054	Filigree Teardrop Cuff	3/13/1998	VA-912-288 3/13/1998	<u>Registered</u>
C-CH-055	Star Link Bracelet	11/6/1998	VA-946-985 11/6/1998	<u>Registered</u>
C-CH-056	Star Charm	11/6/1998	VA-946-986 11/6/1998	<u>Registered</u>
C-CH-057	Chrome Hearts Cross Crimpt	11/6/1998	VA-946-987 11/6/1998	<u>Registered</u>
C-CH-058	Campana Pendant	11/6/1998	VA-946-988 11/6/1998	<u>Registered</u>
C-CH-059	SBT Band Ring	11/6/1998	VA-946-989 11/6/1998	<u>Registered</u>
C-CH-060	Spider Link Bracelet	11/6/1998	VA-946-990 11/6/1998	<u>Registered</u>
C-CH-061	Cross Band Pendant	11/6/1998	VA-946-991 11/6/1998	<u>Registered</u>
C-CH-062	Scroll Band Pendant	11/6/1998	VA-946-992 11/6/1998	<u>Registered</u>
C-CH-063	Keeper Link Bracelet	11/6/1998	VA-946-993 11/6/1998	<u>Registered</u>
C-CH-064	Campana Cross	11/6/1998	VA-946-994 11/6/1998	<u>Registered</u>

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C-CH-065	Daggerheart	2/26/1999	VA-952-071 2/26/1999	<u>Registered</u>
C-CH-066	Vulcan Cross	11/6/1998	VA-954-730 11/6/1998	<u>Registered</u>
C-CH-067	BS Fleur H Link Bracelet	3/13/1998	VA-964-910 3/13/1998	<u>Registered</u>
C-CH-068	BS Fleur Bracelet	3/13/1998	VA-964-911 3/13/1998	<u>Registered</u>
C-CH-069	BS Fleur Wide V Band Ring	3/13/1998	VA-964-912 3/13/1998	<u>Registered</u>
C-CH-070	H Link Cross Bracelet	3/13/1998	VA-964-913 3/13/1998	<u>Registered</u>
C-CH-071	CH X-Narrow V Band Ring	3/13/1998	VA-964-914 3/13/1998	<u>Registered</u>
C-CH-072	Cemetery, CH Cross, and Dagger Dog Tags	5/25/1999	VA-967-376 5/25/1999	<u>Registered</u>
C-CH-073	Horseshoe Button	5/25/1999	VA-967-377 5/25/1999	<u>Registered</u>
C-CH-074	Celtic Cross	5/25/1999	VA-967-378 5/25/1999	<u>Registered</u>
C-CH-075	I-link Claw Bracelet	5/25/1999	VA-967-379 5/25/1999	<u>Registered</u>
C-CH-076	I-link Cross Bracelet	5/25/1999	VA-967-380 5/25/1999	<u>Registered</u>
C-CH-077	I-link Floral Bracelet	5/25/1999	VA-967-381 5/25/1999	<u>Registered</u>
C-CH-078	Narrow V Band Bracelet	5/25/1999	VA-967-382 5/25/1999	<u>Registered</u>
C-CH-079	OTJ Buckle	5/25/1999	VA-967-383 5/25/1999	<u>Registered</u>
C-CH-080	Hairy Dagger	5/25/1999	VA-967-384 5/25/1999	<u>Registered</u>

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File No	Title of Work	Application Filing Date	Registration # Registration Date	Status
C-CH-081	Framed Charms	5/25/1999	VA-967-385 5/25/1999	<u>Registered</u>
C-CH-082	#1 Celticball Bracelet	7/7/2000	VA1-045-306 7/7/2000	<u>Registered</u>
C-CH-083	#1 Multi Ball Bracelet with BS Fleur Charm	7/7/2000	VA1-045-307 7/7/2000	<u>Registered</u>
C-CH-084	Cross Dagger Dog Tag Pendant	7/7/2000	VA1-045-308 7/7/2000	<u>Registered</u>
C-CH-085	Fleur Dagger Dog Tag Pendant	7/7/2000	VA1-045-309 7/7/2000	<u>Registered</u>
C-CH-086	Dog in Band Ring	7/7/2000	VA1-045-310 7/7/2000	<u>Registered</u>
C-CH-087	X-Small Celtic Cross Pendant	7/7/2000	VA1-045-324 7/7/2000	<u>Registered</u>
C-CH-088	Wide Spider Band	4/26/2002	VA1-128-314 4/26/2002	<u>Registered</u>
C-CH-089	Eternity Vine Band	4/26/2002	VA1-128-315 4/26/2002	<u>Registered</u>
C-CH-090	Cemetery Leg	4/26/2002	VA1-128-316 4/26/2002	<u>Registered</u>
C-CH-091	Big Claw	4/26/2002	VA1-128-317 4/26/2002	<u>Registered</u>
C-CH-092	Single Wide Vine Band	4/26/2002	VA1-128-318 4/26/2002	<u>Registered</u>
C-CH-093	Cemetery Points	4/26/2002	VA1-128-319 4/26/2002	<u>Registered</u>
C-CH-094	Double Narrow Vine Band	4/26/2002	VA1-128-320 4/26/2002	<u>Registered</u>
C-CH-095	Spider in Band	4/26/2002	VA1-128-321 4/26/2002	<u>Registered</u>
C-CH-096	Celtic Roller Bracelet			<u>New</u>

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C-CH-097	Classic Keeper Bracelet Creation	11/26/2002	VA1-169-420 11/26/2002	<u>Registered</u>
C-CH-098	Oval Star Belt Buckle	12/11/2002	VA1-190-529 12/11/2002	<u>Registered</u>
C-CH-099	Cemetery Design - Fabric	4/14/2003	VA1-193-298 4/14/2003	<u>Registered</u>
C-CH-100	Cemetery Design	4/14/2003	VA1-196-210 4/15/2003	<u>Registered</u>
C-CH-101	Floral Cross Cuff Bracelet	8/1/2003	VA1-205-173 8/1/2003	<u>Registered</u>
C-CH-102	Floral Cross Heart ID Bracelet	8/1/2003	VA1-205-174 8/1/2003	<u>Registered</u>
C-CH-103	Fancy Claw Chain Link Bracelet	8/1/2003	VA1-205-175 8/1/2003	<u>Registered</u>
C-CH-104	Filigree Teardrop Cuff Bracelet	8/1/2003	VA1-205-176 8/1/2003	<u>Registered</u>
C-CH-105	Fancy Cross Link Bracelet with Box Clip Closure	8/1/2003	VA1-205-177 8/1/2003	<u>Registered</u>
C-CH-106	Floral Cross Cigar Cutter	8/1/2003	VA1-205-178 8/1/2003	<u>Registered</u>
C-CH-107	Classic Oval Star Ring	8/1/2003	VA1-205-179 8/1/2003	<u>Registered</u>
C-CH-108	Roly Cross Charm	8/1/2003	VA1-205-180 8/1/2003	<u>Registered</u>
C-CH-109	Big Claw Ring	8/1/2003	VA1-205-181 8/1/2003	<u>Registered</u>
C-CH-110	H Link Heart Bracelet	8/1/2003	VA1-205-182 8/1/2003	<u>Registered</u>
C-CH-111	Cemetery ID with Classic Chain Bracelet	8/1/2003	VA1-205-183 8/1/2003	<u>Registered</u>

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File No	Title of Work	Application Filing Date	Registration # Registration Date	Status
C-CH-112	Classic Wide Oval Ring	8/1/2003	VA1-205-184 8/1/2003	<u>Registered</u>
C-CH-113	Claw Cigar Cutter	8/8/2003	VA1-227-352 8/8/2003	<u>Registered</u>
C-CH-114	Union Jack Flag Bracelet with Pave Diamonds Rubies & Sapphires	8/11/2003	VA1-231-277 8/11/2003	<u>Registered</u>
C-CH-115	Classic Link ID Bracelet with Clip Closure	8/1/2003	VA1-245-888 8/1/2003	<u>Registered</u>
C-CH-116	Fancy Chain Link Bracelet with Clip Closure	8/1/2003	VA1-245-889 8/1/2003	<u>Registered</u>
C-CH-117	Rabbitches	8/1/1995	VAu-331-782 8/1/1995	<u>Registered</u>
C-CH-118	Charm Angel Medal	10/8/2004	VA1-282-843 10/8/2004	<u>Registered</u>
C-CH-119	Bracelet Tiny Oval Star Link	10/8/2004	VA1-282-844 10/8/2004	<u>Registered</u>
C-CH-120	Framed Letterblock Charms	10/8/2004	VA1-282-845 10/8/2004	<u>Registered</u>
C-CH-121	Bracelet Vine Link	10/8/2004	VA1-282-846 10/8/2004	<u>Registered</u>
C-CH-122	Bracelet Floral Cross Link	10/8/2004	VA1-282-847 10/8/2004	<u>Registered</u>
C-CH-123	Dog Tag CH horseshoe with Cross / GOD Bless the World	10/8/2004	VA1-282-848 10/8/2004	<u>Registered</u>
C-CH-124	Necklace Chain Maile plus Wide Choker. Tiny Oval	10/8/2004	VA1-282-849 10/8/2004	<u>Registered</u>
C-CH-125	Foti Pepe	10/8/2004	VA1-282-850 10/8/2004	<u>Registered</u>
C-CH-126	Foti Skippy	10/8/2004	VA1-282-851 10/8/2004	<u>Registered</u>

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File No	Title of Work	Application Filing Date	Registration # Registration Date	Status
C-CH-127	Foti Delfino	10/8/2004	VA1-282-852 10/8/2004	<u>Registered</u>
C-CH-128	Foti Harris Teefer	10/8/2004	VA1-282-853 10/8/2004	<u>Registered</u>
C-CH-129	Foti Miss Lerlene	10/8/2004	VA1-282-854 10/8/2004	<u>Registered</u>
C-CH-130	Foti Dog Tag Miss Lerlene	10/8/2004	VA1-282-855 10/8/2004	<u>Registered</u>
C-CH-131	Pendant Alphabet	10/8/2004	VA1-282-856 10/8/2004	<u>Registered</u>
C-CH-132	Chrome Hearts Magazine Vol. 4	5/1/2003	TX5-786-480 5/1/2003	<u>Registered</u>
C-CH-133	CHROME HEARTS Magazine Volume 3	11/14/2002	TX5-874-533 11/14/2002	<u>Registered</u>
C-CH-134	Chrome Hearts Magazine Volume 5			<u>New</u>
C-CH-135	Hoops with Cut Out Plus Earrings			<u>New</u>
C-CH-136	Hoops with Cut Out Stars Earrings			<u>New</u>
C-CH-137	Flag ID Bracelet with Pave Diamonds, Rubies & Sapphires			<u>New</u>
C-CH-138	Mesh B-ring Bracelet			<u>New</u>
C-CH-139	Cut Out Cross Cigar Cutter			<u>New</u>
C-CH-140	BS Fleur Cigar Cutter			<u>New</u>
C-CH-141	Big PJ Plain			<u>Refused</u>
C-CH-142	Spacer 3MM			<u>Refused</u>

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File No	Title of Work	Application Filing Date	Registration # Registration Date	Status
C-CH-143	Cross Band Ring			<u>Refused</u>
C-CH-144	Eternity Band True F Love with Daimonds			<u>Pending</u>
C-CH-145	CH Plus Pendant and Bolo Tips			<u>Halted</u> <i>Identical to Bolo Tips.</i>
C-CH-146	Claw Key Ring			<u>Halted</u> <i>Needs name of author in space 2a</i>
C-CH-147	Dog Link Bracelet			<u>Refused</u> <i>Falls under Multi Link Bracelet</i>
C-CH-148	CH Plus Narrow V Band Ring			<u>Refused</u> <i>Familiar shapes. Lacks original artistic authorship.</i>
C-CH-149	Scroll Band Hoop Earring			<u>Halted</u> <i>Identical to Scroll Band Ring</i>
C-CH-150	Scroll Band Ring			<u>Halted</u> <i>Identical to Scroll Band Hoop Earring</i>
C-CH-151	I Link Heart Bracelet			<u>Pending</u> <i>Same copyrightable material in H Link Heart Bracelet, Multi H Link Bracelet, I Link Heart Bracelet, Heart Link Bracelet, Heart Belt With Seven Hearts Back and Large Heart Belt</i>
C-CH-152	Multi Link Bracelet			<u>Halted</u> <i>Dog Link Bracelet and Floral Link Bracelet fell under category</i>
C-CH-153	Bolo Tips			<u>Halted</u> <i>Identical to CH Plus Pendant and Bolo Tips</i>
C-CH-154	Dog Tag Bracelet V 1 Cross			<u>Pending</u>
C-CH-155	Floral Link Bracelet			<u>Refused</u> <i>Falls under Multi Link Bracelet</i>
C-CH-156	BS Fleur I Link Bracelet			<u>Refused</u> <i>Familiar Shapes. Lack Original Artistic Authorship.</i>

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File No	Title of Work	Application Filing Date	Registration # Registration Date	Status
C-CH-157	Heart Link Bracelet			Halted <i>Same copyrightable material in H Link Heart Bracelet, Multi H Link Bracelet, I Link Heart Bracelet, Heart Link Bracelet, Heart Belt With Seven Hearts Back and Large Heart Belt</i>
C-CH-158	Heart Belt with Seven Hearts Back			Halted <i>Same copyrightable material in H Link Heart Bracelet, Multi H Link Bracelet, I Link Heart Bracelet, Heart Link Bracelet, Heart Belt With Seven Hearts Back and Large Heart Belt</i>
C-CH-159	H Link Heart Bracelet			Halted <i>Same copyrightable material in H Link Heart Bracelet, Multi H Link Bracelet, I Link Heart Bracelet, Heart Link Bracelet, Heart Belt With Seven Hearts Back and Large Heart Belt</i>
C-CH-160	Multi H Link Bracelet			Halted <i>Same copyrightable material in H Link Heart Bracelet, Multi H Link Bracelet, I Link Heart Bracelet, Heart Link Bracelet, Heart Belt With Seven Hearts Back and Large Heart Belt</i>
C-CH-161	Gunslinger Belt			Refused <i>Familiar shapes. Lacks original artistic authorship.</i>

SCHEDULE C

PATENT AND COPYRIGHT LICENSES

None

SCHEDULE D**TRADEMARKS, SERVICE MARKS**

See Attached

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Case Number	Mark	Class	Filing Date Serial #	Date Issued Registration #	ROA Due SOU Due	Status	
						\$ 8 Due	\$ 15 Due Renewal Due
CH-01	Chrome Hearts	14, 18, 25, 26	10/15/1990 74106186	11/26/1991 1665791	ROA: SOU:	Renewed 11/26/1997 11/26/1997 11/26/2001	
CH-02	Chrome Hearts	42	3/8/1996 75069748	9/28/1998 2192539	ROA: SOU:	Registered 9/28/2004 9/28/2004 9/29/2008	
CH-03	Chrome Hearts	16	4/12/1999 757680696	6/5/2001 2458153	ROA: SOU:	Registered 6/5/2007 6/5/2007 6/6/2011	
CH-04	Chrome Hearts plus Dagger Design	25	12/3/1997 75399206	12/29/1998 2214641	ROA: SOU:	Registered 12/29/2004 12/29/2004 12/29/2008	
CH-05	Chrome Hearts plus Dagger Design	18	12/3/1997 75399216	12/29/1998 2214642	ROA: SOU:	Registered 12/29/2004 12/29/2004 12/29/2008	
CH-06	Chrome Hearts plus Dagger Design	14	12/3/1997 75399215	10/2/1999 2284625	ROA: SOU:	Registered 10/3/2005 10/3/2005 10/2/2009	
CH-07	Chrome Hearts plus Horseshoe Design	24	4/29/1998 75476244	3/21/2000 2330903	ROA: SOU:	Registered 3/21/2006 3/21/2006 3/22/2010	
CH-08	Chrome Hearts plus Horseshoe Design	14	5/26/1998 75490650	1/11/2000 2307126	ROA: SOU:	Registered 1/11/2006 1/11/2006 1/11/2010	

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						§ 8 Due	§ 15 Due	Renewal Due
CH-09	Chrome Hearts plus Horseshoe Design	25	5/26/1998 75490651	1/5/1999 2216575	ROA: SOU:	Registered 1/5/2005 1/5/2005 1/5/2009		
CH-10	Chrome Hearts plus Horseshoe Design	25	6/7/1999 75725700	11/28/2000 2408082	ROA: SOU:	Registered 11/28/2006 11/28/2006 11/29/2010		
CH-11	Chrome Hearts plus Horseshoe Design	9	10/29/1999 75836232	2/12/2002 2538565	ROA: SOU:	Registered 2/12/2008 2/12/2008 2/13/2012		
CH-12	Chrome Hearts plus Horseshoe Design	18	10/29/1999 75836230	8/8/2000 2375507	ROA: SOU:	Registered 8/8/2006 8/8/2006 8/9/2010		
CH-13	Chrome Hearts plus Horseshoe Design	3	10/29/1999 75836231	10/29/2002 2643474	ROA: SOU: 7/16/2002	Registered 10/29/2008 10/29/2008 10/29/2012		
CH-14	Chrome Hearts plus Scroll Design	18, 25	12/20/1996 75216124	12/2/1997 2118026	ROA: SOU:	Registered 12/2/2003 12/2/2003 12/3/2007		
CH-15	Chrome Hearts plus Scroll Design	20	4/29/1998 75476245	1/5/1999 2216569	ROA: SOU:	Registered 1/5/2005 1/5/2005 1/5/2009		
CH-16	Chrome Hearts plus Scroll Design	9	4/29/1998 75476248	5/16/2000 2350742	ROA: SOU:	Registered 5/16/2006 5/16/2006 5/17/2010		

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					ROA:	SOU:	
CH-17	Chrome Hearts plus Scroll Design	14	4/29/1998 75476249	1/5/1999 2216570	ROA: SOU:	ROA: SOU:	Registered 1/5/2005 1/5/2005 1/5/2009
CH-18	Chrome Hearts plus Scroll Design	21	4/29/1998 75476246	11/16/1999 2293634	ROA: SOU:	ROA: SOU:	Registered 11/16/2005 11/16/2005 11/16/2009
CH-19	Chrome Hearts plus Scroll Design	3	5/26/1998 75490461	5/7/2002 2567737	ROA: SOU:12/29/2001	ROA: SOU:	Registered 5/7/2008 5/7/2008 5/7/2012
CH-20	Chrome Hearts plus Scroll Design	26	5/4/2000 76040141	6/11/2002 2577319	ROA: SOU:	ROA: SOU:	Registered 6/11/2008 6/11/2008 6/11/2012
CH-21	Chrome Hearts plus Scroll Design	8	5/4/2000 76040140	4/16/2002 2561173	ROA: SOU:	ROA: SOU:	Registered 4/16/2008 4/16/2008 4/16/2012
CH-22	Chrome Hearts plus Scroll Design	34	5/4/2000 76040139	3/5/2002 2544163	ROA: SOU:	ROA: SOU:	Registered 3/5/2008 3/5/2008 3/5/2012
CH-23	Chrome Hearts plus Scroll Design	12	5/12/2000 76045970	3/12/2002 2546195	ROA: SOU:	ROA: SOU:	Registered 3/12/2008 3/12/2008 3/12/2012
CH-24	Chrome Hearts plus Scroll Design	9	5/18/2000 76051044	2/18/2003 2689043	ROA: SOU:10/17/2002	ROA: SOU:	Registered 2/18/2009 2/18/2009 2/19/2013

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CH-25	Chrome Hearts plus Dagger Heart Design	14	3/29/1999 75671093	11/28/2000 2407915	ROA: SOU:	Registered 11/28/2006 11/28/2006 11/29/2010
CH-26	Chrome Hearts plus Dagger Heart Design	25	4/3/1999 75838652	7/3/2001 2465188	ROA: SOU:	Registered 7/3/2007 7/3/2007 7/3/2011
CH-27	Fleur De Lis Design	25	3/2/2000 75933002	10/29/2002 2644724	ROA: SOU:	Registered 29/2008 29/2008 29/2012
CH-27	Fleur De Lis Design	25	3/2/2000 75933002	10/29/2002 2644724	ROA: SOU:	Registered 29/2008 29/2008 29/2012
CH-28	Miscellaneous Knee Patch Design	25	12/20/1996 75216557	10/13/1998 2194698	ROA: SOU:	Registered 10/13/2004 10/13/2004 10/14/2008
CH-29	Chrome Hearts plus Scroll Design	28	9/25/2001 76317284	7/30/2002 2600967	ROA: SOU:	Registered 7/30/2008 7/30/2008 7/30/2012
CH-30	Chrome Hearts plus Scroll Design	4	9/25/2001 76317296	7/2/2002 2588382	ROA: SOU:	Registered 7/2/2008 7/2/2008 7/2/2012
CH-31	Chrome Hearts plus the Scroll Design	28	12/21/2001 76/351435	8/26/2003 2,755,231	ROA: 11/12/2002 SOU:	Registered 8/26/2009 8/26/2009 8/26/2013

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CH-32	Chrome Hearts plus the Scroll Design	32	12/21/2001 76351437	10/8/2002 2631511	ROA: SOU:	Registered 10/8/2008 10/8/2008 10/9/2012
CH-33	Chrome Hearts plus the Scroll Design	8	12/21/2001 76351436	5/20/2003 2717150	ROA: 7/25/2002	Registered 20/2009 20/2009 20/2013
CH-33	Chrome Hearts plus the Scroll Design	8	12/21/2001 76351436	5/20/2003 2717150	<i>Handwritten: 7/25/2002</i>	Registered 20/2009 20/2009 20/2013
CH-34	Chrome Hearts plus the Scroll Design	16	12/21/2001 76351438	4/15/2003 2706480	<i>Handwritten: 7/25/2002</i>	Registered 15/2009 15/2009 15/2013
CH-34	Chrome Hearts plus the Scroll Design	16	12/21/2001 76351438	4/15/2003 2706480	SOU:	Registered 4/15/2009 4/15/2009 4/15/2013
CH-35	Chrome Hearts plus the Scroll Design	21	12/21/2001 76351439	12/17/2002 2,662,743	ROA: 8/9/2002 SOU:	Registered 12/17/2008 12/17/2008 12/17/2012
CH-36	Chrome Hearts plus Scroll Design	35	3/3/2004 76/578834		ROA: 1/20/2005 SOU:	Pending
CH-37	Chrome Hearts plus Horseshoe Design	35	3/3/2004 76/578835		ROA: SOU:	Pending

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Case Number	Mark	Class	Filing Date Serial #	Date Issued Registration #	ROA Due		Status	
					ROA Due	SOU Due	\$ 8 Due	\$ 15 Due
CH-38	CH Design (Stylized)	14	5/6/2004 76/590713		ROA: SOU:		Pending	
CH-39	Chrome Hearts plus Horseshoe Design	21	5/5/2004 76/590464		ROA: SOU:		Pending	

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DAVIES WARD PHILLIPS & VINEBERG LLP

Case Tracking System
Foreign Trademark Summary Report
CHROME HEARTS, INC.

Date: February 28, 2005

Case Number	Country	Mark	Class	Filing Date Serial #	Date Issued Registration #	Status Renewal Due
CH-AR-01	Argentina	Chrome Hearts plus Horseshoe Design	14	2/25/2000 2270234		Abandoned
CH-AR-02	Argentina	Chrome Hearts plus Horseshoe Design	25	7/23/1999 2,230,669	2/26/2004 1971909	Registered 2/26/2014
CH-AR-03	Argentina	Chrome Hearts plus Horseshoe Design	14	7/23/1999 2230668	7/31/2002 1880351	Registered 7/31/2012
CH-AR-04	Argentina	Chrome Hearts plus Horseshoe Design	25	2/25/2000 2270236		Abandoned
CH-AR-05	Argentina	Chrome Hearts plus Horseshoe Design	18	2/25/2000 2270235	9/21/2001 1844514	Registered 9/21/2011
CH-AR-06	Argentina	Chrome Hearts plus Horseshoe Design	9	2/25/2000 2270233	9/21/2001 1844513	Registered 9/21/2011

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CHROME HEARTS, INC.

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Case Number	Country	Mark	Class	Filing Date Serial #	Date Issued Registration #	Status Renewal Due
CH-AR-08	Argentina	Chrome Hearts plus Horseshoes Design	3	2/25/2000 2270232	9/21/2001 1844512	Registered 9/21/2011
CH-AR-09	Argentina	Chrome Hearts plus Scroll Design	9	2/25/2000 2270238	9/21/2001 1844516	Registered
CH-AR-10	Argentina	Chrome Hearts plus Scroll Design	3	2/25/2000 2270237	9/21/2001 1844515	Registered 9/21/2011
CH-AR-11	Argentina	Chrome Hearts plus Scroll Design	25	2/25/2000 2270241	9/21/2001 1844519	Registered 9/21/2011
CH-AR-12	Argentina	Chrome Hearts plus Scroll Design	18	2/25/2000 2270240	9/21/2001 1844518	Registered 9/21/2011
CH-AR-13	Argentina	Chrome Hearts plus Scroll Design	14	2/25/2000 2270239	9/21/2001 1844517	Registered

DAVIES WARD PHILLIPS & VINEBERG LLP

Case Tracking System
 Foreign Trademark Summary Report
 CHROME HEARTS, INC.

Date: February 28, 2005

Case Number	Country	Mark	Class	Filing Date Serial #	Date Issued Registration #	Status Renewal Due
CH-AR-14	Argentina	Chrome Hearts	25	2,063,705	6/1/1998 1,670,086	Registered 6/1/2008
CH-BR-01	Brazil	Chrome Hearts plus Horseshoe Design	14	6/15/1999 821418424	9/9/2003 821418424	Registered 9/9/2013
CH-BR-02	Brazil	Chrome Hearts plus Horseshoe Design	25	6/15/1999 821418432	9/9/2003 821418432	Registered 9/9/2013
CH-BR-03	Brazil	Chrome Hearts plus Horseshoe Design	18	2/25/2000 822031698		Pending
CH-BR-04	Brazil	Chrome Hearts plus Horseshoe Design	9	2/25/2000 822031680		Pending
CH-BR-05	Brazil	Chrome Hearts plus Horseshoe Design	3	2/25/2000 822031671		Pending

DAVIES WARD PHILLIPS & VINEBERG LLP

Case Tracking System
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CHROME HEARTS, INC.

Date: February 28, 2005

Case Number	Country	Mark	Class	Filing Date Serial #	Date Issued Registration #	Status Renewal Due
CH-BR-06	Brazil	Chrome Hearts plus Scroll Design	3	7/16/1999 821496476		Pending
CH-BR-07	Brazil	Chrome Hearts plus Scroll Design	14	2/25/2000 822032701		Pending
CH-BR-08	Brazil	Chrome Hearts plus Scroll Design	25	2/25/2000 822031728		Pending
CH-BR-09	Brazil	Chrome Hearts plus Scroll Design	18	2/25/2000 822031710		Pending
CH-CA-01	Canada	Chrome Hearts plus Scroll Design	14	11/16/1998		Pending
CH-CA-02	Canada	Chrome Hearts	14,25	8/7/1992 710547	9/15/1995 447552	Registered 9/15/2009

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Case Number	Country	Mark	Class	Filing Date Serial #	Date Issued Registration #	Status Renewal Due
CH-CA-03	Canada	Chrome Hearts plus Horseshoe and Flower Design	3,9,18,25	2/28/2001 1091880	1/19/2004 599,804	Registered 1/22/2019
CH-CA-04	Canada	Chrome Hearts plus Horseshoe Design	25	7/12/1999 1018196	12/18/2002 TMA572577	Registered 12/18/2017
CH-CA-05	Canada	Chrome Hearts plus Horseshoe Design	14	7/12/1999 1018197	12/18/2002 TMA572599	Registered 12/18/2017
CH-CA-06	Canada	Chrome Hearts plus Scroll Design	9	11/5/1998 895500	9/10/2002 567097	Registered 9/10/2017
CH-CA-07	Canada	Chrome Hearts plus Scroll Design	14,18,20,25	12/8/1999 1039075	12/23/2002 TMA572776	Registered 12/23/2017
CH-CA-08	Canada	Chrome Hearts plus Scroll Design	3	9/15/1999 1029047	11/17/2003 594,849	Registered 11/17/2018

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Case Number	Country	Mark	Class	Filing Date Serial #	Date Issued Registration #	Status Renewal Due
CH-CA-09	Canada	Chrome Hearts plus Horseshoe Design		7/2/2002 1145798		Abandoned
CH-CHL-01	Chile	Chrome Hearts plus the Horseshoe Design	14	6/2/1999 450531	1/4/2000 557680	Registered 1/4/2010
CH-CHL-02	Chile	Chrome Hearts plus the Horseshoe Design	25	6/2/1999 450532	1/4/2000 557679	Registered 1/4/2010
CH-CHL-03	Chile	Chrome Hearts plus the Horseshoe Design	3	2/25/2000 477307	10/19/2000 579628	Registered 10/19/2010
CH-CHL-04	Chile	Chrome Hearts plus the Horseshoe Design	9	2/25/2000 477308	12/14/2000 585369	Registered
CH-CHL-05	Chile	Chrome Hearts plus the Horseshoe Design	18	2/25/2000 477309	10/19/2000 579629	Registered 10/19/2010

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Case Number	Country	Mark	Class	Filing Date Serial #	Date Issued Registration #	Status Renewal Due
CH-CHL-06	Chile	Chrome Hearts plus the Scroll Design	9	2/25/2000 477311	12/14/2000 585390	Registered 12/14/2010
CH-CHL-07	Chile	Chrome Hearts plus the Scroll Design	3	2/25/2000 477310	10/19/2000 579630	Registered 10/19/2010
CH-CHL-08	Chile	Chrome Hearts plus the Scroll Design	18	2/25/2000 477312	10/19/2000 579631	Registered 10/19/2010
CH-CHL-09	Chile	Chrome Hearts plus the Scroll Design	25	3/9/2000 478223	10/31/2000 580973	Registered 10/19/2010
CH-CHL-10	Chile	Chrome Hearts plus Scroll Design	14	7/4/2002 572967		Pending
CH-CO-01	Colombia	Chrome Hearts plus Horseshoe Design	14	6/3/1999 99034520	4/10/2000 226032	Registered

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CHROME HEARTS, INC.

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Case Number	Country	Mark	Class	Filing Date Serial #	Date Issued Registration #	Status Renewal Due
CH-CO-02	Colombia	Chrome Hearts plus Horseshoe Design	25	6/3/1999 99034519	11/21/2000 230264	Registered
CH-CO-03	Colombia	Chrome Hearts plus Horseshoe Design	9	11/10/1999 99070873	7/17/2000 228853	Registered
CH-CO-04	Colombia	Chrome Hearts plus Horseshoe Design	3	11/10/1999 99078877		Approved
CH-CO-05	Colombia	Chrome Hearts plus Horseshoe Design	18	11/10/1999 99070872	9/28/2000 229558	Registered
CH-CO-06	Colombia	Chrome Hearts plus Scroll Design	3	7/8/1999 99042853	10/11/2002 257700	Registered 10/11/2012
CH-CO-07	Colombia	Chrome Hearts plus Scroll Design	9	11/10/1999 99070869	7/17/2000 228851	Registered

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CHROME HEARTS, INC.

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Case Number	Country	Mark	Class	Filing Date Serial #	Date Issued Registration #	Status Renewal Due
CH-CO-08	Colombia	Chrome Hearts plus Scroll Design	25	11/10/1999 99070874	7/26/2000 228848	Registered
CH-CO-09	Colombia	Chrome Hearts plus Scroll Design	14	11/10/1999 99070870	7/17/2000 228852	Registered
CH-CO-10	Colombia	Chrome Hearts plus Scroll Design	18	11/10/1999 99070879	7/17/2000 228847	Registered
CH-CTM-01	CTM	Chrome Hearts plus Horseshoe Design	14,18,25	6/10/1999 1202167	6/10/1999 1202167	Registered
CH-CTM-02	CTM	Chrome Hearts plus Horseshoe Design	3,9,14	10/25/1999 1359371	10/25/1999 1359371	Registered
CH-CTM-03	CTM	Chrome Hearts plus Scroll Design	14,18,25	10/25/1999 1358415	10/25/1999 1358415	Registered

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Case Number	Country	Mark	Class	Filing Date Serial #	Date Issued Registration #	Status Renewal Due
CH-CTM-04	CTM	Chrome Hearts plus Scroll Design	3,9,20	3/18/1999 775767	3/18/1999 775767	Registered
CH-CTM-05	CTM	Chrome Hearts & Dagger Design	14,18,25	10/9/2001 2404671	10/9/2001 2404671	Registered 10/9/2011
CH-CTM-06	CTM	Chrome Hearts plus Scroll Design	4,8,21,24,26 28,34	10/9/2001 2404952	10/9/2001 2404952	Registered 10/9/2011
CH-CTM-07	CTM	Chrome Hearts Knee Patch Design	25	10/9/2001 2404911	10/9/2001 2404911	Registered 10/9/2011
CH-CTM-08	CTM	Chrome Hearts plus Dagger Heart Design	14,18,25	10/9/2001 2404994	10/9/2001 2404994	Registered 10/9/2011
CH-CTM-09	CTM	Chrome Hearts plus Scroll Design	35	11/30/2001 2485126	11/30/2001 2485126	Registered 11/30/2011

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Case Number	Country	Mark	Class	Filing Date Serial #	Date Issued Registration #	Status Renewal Due
CH-CTM-10	CTM	Chrome Hearts	3,9,14,18,24,25	3/31/2004 3742061		Pending
CH-CUBA-01	Cuba	Chrome Hearts plus Horseshoe Design	14,25	6/13/2000 2000-0994	1/20/2003 2000-0994	Registered 6/13/2010
CH-CUBA-02	Cuba	Chrome Hearts plus Scroll Design	14,25	6/13/2000 2000-0993	1/20/2003 2000-0993	Registered 6/13/2010
CH-EG-01	Egypt	Chrome Hearts plus Scroll Device	14	6/11/2000 133721		Pending
CH-EG-02	Egypt	Chrome Hearts plus Scroll Device	9	10/8/2001 146115		Pending
CH-FR-01	France	Chrome Hearts	6,14,18,25,26	9/4/1991 279052	9/4/1991 1654743	Renewed

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Case Number	Country	Mark	Class	Filing Date Serial #	Date Issued Registration #	Status Renewal Due
CH-GB-01	England	Chrome Hearts	25	10/15/1990 1460527	10/15/1990 1460527	Renewed
CH-GB-02	England	Chrome Hearts	14	4/6/1991 1460526		Re-filed as 211
CH-GB-03	England	Chrome Hearts	14	10/11/1996 2112567	10/11/1996 2112567	Registered
CH-GE-01	Germany	Chrome Hearts	14	7/9/1992 C43769/1Wz	7/4/1994 2069835	Registered
CH-GE-02	Germany	Chrome Hearts	42	9/5/1996 39638814	10/29/1998 39638814	Registered
CH-HK-01	Hong Kong	Chrome Hearts and Scroll Device	9	10/21/1999 15036/1999	10/21/1999 07294/2001	Registered 10/23/2006

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Case Number	Country	Mark	Class	Filing Date Serial #	Date Issued Registration #	Status Renewal Due
CH-HK-02	Hong Kong	Chrome Hearts and Scroll Device	14	10/21/1999 15037/1999	10/21/1999 07295/2001	Registered
CH-HK-03	Hong Kong	Chrome Hearts and Horseshoe Device	9	10/21/1999 15034/1999	8/23/2001 09629/2001	Registered 10/21/2005
CH-HK-04	Hong Kong	Chrome Hearts and Horseshoe Device	3	10/21/1999 15033/1999	10/21/1999 010272001	Registered
CH-HK-05	Hong Kong	Chrome Hearts and Horseshoe Device	18	10/21/1999 15035/1999	10/21/1999 150202000	Registered
CH-HK-06	Hong Kong	Chrome Hearts and Horseshoe Device	25	5/25/1999 06651/1999	5/25/1999 02792000	Registered
CH-HK-07	Hong Kong	Chrome Hearts and Horseshoe Device	14	5/25/1999 06650/1999	5/25/1999 04761/2001	Registered

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CHROME HEARTS, INC.

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Case Number	Country	Mark	Class	Filing Date Serial #	Date Issued Registration #	Status Renewal Due
CH-HK-08	Hong Kong	Chrome Hearts and Scroll Device	18	10/21/1999 15038/1999	10/21/1999 82602000	Registered
CH-HK-09	Hong Kong	Chrome Hearts and Scroll Device	25	10/21/1999 15039/1999	10/21/1999 140302000	Registered
CH-HK-10	Hong Kong	Chrome Hearts and Scroll Device	3	7/8/1999 08772/1999	7/8/1999 110532000	Registered
CH-HK-11	Hong Kong	Chrome Hearts and Scroll Device	8	10/5/2001 2001/16145	10/5/2001 06871/2002	Registered 10/5/2008
CH-HK-12	Hong Kong	Chrome Hearts and Scroll Device	20	10/5/2001 2001/16146	10/5/2001 6872/2002	Registered 10/5/2008
CH-HK-13	Hong Kong	Chrome Hearts and Scroll Device	21	10/5/2001 2001/16147	10/5/2001 6830/2002	Registered 10/5/2008

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Case Number	Country	Mark	Class	Filing Date Serial #	Date Issued Registration #	Status Renewal Due
CH-HK-14	Hong Kong	Chrome Hearts and Scroll Device	24	10/5/2001 2001/16148	10/5/2001 6831/2002	Registered 10/5/2008
CH-HK-15	Hong Kong	Chrome Hearts plus Horseshoe Design	24	2/11/2002 2002/02022	2/11/2002 06049/2003	Registered 2/11/2009
CH-HK-16	Hong Kong	Chrome Hearts plus Scroll Design	4	2/11/2002 2002/02023	2/11/2002 06050/2003	Registered 2/11/2009
CH-HK-17	Hong Kong	Chrome Hearts plus Scroll Design	6	2/11/2002 2002/02024	2/11/2002 15093/2003	Registered 2/11/2009
CH-HK-18	Hong Kong	Chrome Hearts plus Scroll Design	10	2/11/2002 2002/02025		Pending
CH-HK-19	Hong Kong	Chrome Hearts plus Scroll Design	12	2/11/2002 2002/02026	2/11/2002 06051/2003	Registered 2/11/2009

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Case Number	Country	Mark	Class	Filing Date		Date Issued		Status	
				Serial #		Registration #		Renewal Due	
CH-HK-20	Hong Kong	Chrome Hearts plus Scroll Design	16	2/11/2002	2002/02027	2/11/2002	06052/2003	Registered	2/11/2009
CH-HK-21	Hong Kong	Chrome Hearts plus Scroll Design	21	2/11/2002	2002/02091	2/15/2002	05699/2003	Registered	2/15/2009
CH-HK-22	Hong Kong	Chrome Hearts plus Scroll Design	26	2/11/2002	2002/02028	2/11/2002	06053/2003	Registered	2/11/2009
CH-HK-23	Hong Kong	Chrome Hearts plus Scroll Design	28	2/11/2002	2002/02029	2/11/2002	13353/2003	Registered	2/11/2009
CH-HK-24	Hong Kong	Chrome Hearts plus Scroll Design	32	2/11/2002	2002/02030	2/11/2002	03094/2004	Registered	2/11/2009
CH-HK-25	Hong Kong	Chrome Hearts plus Scroll Design	34	2/11/2002	2002/02031	2/11/2002	03095/2004	Registered	2/11/2009

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CH-HK-26	Hong Kong	Chrome Hearts plus Dagger Heart Design	14	2/11/2002 2002/02035		2/11/2002 09779/2002	Registered 2/11/2009
CH-HK-27	Hong Kong	Chrome Hearts plus Dagger Design	14	2/11/2002 2002/02032		2/11/2002 03472/2004	Registered 2/11/2009
CH-HK-28	Hong Kong	Chrome Hearts plus Dagger Design	25	2/11/2002 2002/02034		2/11/2002 05698/2003	Registered 2/11/2009
CH-HK-29	Hong Kong	Chrome Hearts plus Dagger Heart Design	25	2/11/2002 2002/02036		2/11/2002 9520/2002	Registered
CH-HK-30	Hong Kong	Chrome Hearts plus Dagger Design	18	2/11/2002 2002/02033		2/11/2002 05697/2003	Registered 2/11/2009
CH-HK-31	Hong Kong	Chrome Hearts plus Knee Patch Design	25	2/11/2002 2002/02037		2/11/2002 08022/2004	Registered 2/11/2009

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CH-HK-32	Hong Kong	Fleur de Lis Back Pocket Design	25	2/11/2002 2002/02038	2/11/2002 08093/2004	Registered 2/11/2009
CH-HK-33	Hong Kong	Chrome Hearts plus the Scroll Design	14	7/26/2002 2002/11524	7/26/2002 03402/2004	Registered 7/26/2009
CH-HK-34	Hong Kong	Chrome Hearts plus the Horseshoe Design	14	7/26/2002 2002/11525	7/26/2002 03299/2004	Registered 7/26/2009
CH-IS-01	Israel	Chrome Hearts plus Horseshoe Design	14	5/31/1999 128175	5/31/1999 128175	Registered
CH-IS-02	Israel	Chrome Hearts plus Horseshoe Design	25	5/31/1999 128174	5/31/1999 128174	Registered
CH-IS-03	Israel	Chrome Hearts plus Horseshoe Design	3	11/10/1999 132140	11/10/1999 132140	Registered

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CH-IS-04	Israel	Chrome Hearts plus Horseshoe Design	9	11/10/1999 132141	11/10/1999 132141	Registered
CH-IS-05	Israel	Chrome Hearts plus Horseshoe Design	18	11/10/1999 132142	11/10/1999 132142	Registered
CH-IS-06	Israel	Chrome Hearts plus Scroll Design	18	11/10/1999 132146	11/10/1999 132146	Registered
CH-IS-07	Israel	Chrome Hearts plus Scroll Design	9	11/10/1999 132144	11/10/1999 132144	Registered
CH-IS-08	Israel	Chrome Hearts plus Scroll Design	3	11/10/1999 132143	11/10/1999 132143	Registered
CH-IS-09	Israel	Chrome Hearts plus Scroll Design	25	11/10/1999 132147	11/10/1999 132147	Registered

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CH-IS-10	Israel	Chrome Hearts plus Scroll Design	14	11/10/1999 132145	11/10/1999 132145	Registered
CH-IT-01	Italy	Chrome Hearts	14,25	4/12/1991 T09-IC000810	11/17/1993 609290	Renewed
CH-KA-01	Kazakhstan	Chrome Hearts plus Scroll Design	14,18,25	11/13/2003 25568		Pending
CH-KA-02	Kazakhstan	Chrome Hearts plus Horseshoe Design	14,18,25	11/13/2003 25567		Pending
CH-KU-01	Kuwait	Chrome Hearts plus the Scroll Design	14	11/24/2002 57403		Pending
CH-KU-02	Kuwait	Chrome Hearts plus the Scroll Design	9	1/22/2003 58071		Pending

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Case Number	Country	Mark	Class	Filing Date Serial #	Date Issued Registration #	Status Renewal Due
CH-KY-01	Kyrgyzstan	Chrome Hearts Scroll Design	14,18,25	11/17/2003 20030347.3		Pending
CH-KY-02	Kyrgyzstan	Chrome Hearts Horseshoe Design	14,18,25	11/17/2003 20030346.3		Pending
CH-MX-01	Mexico	Chrome Hearts	14	8/23/1996 271939	9/20/1996 531347	Registered
CH-MX-02	Mexico	Chrome Hearts	25	8/23/1996 271944	9/20/1996 531349	Registered
CH-MX-03	Mexico	Chrome Hearts plus Horseshoe Design	25	6/2/1999 377567	2/16/2000 641343	Registered
CH-MX-04	Mexico	Chrome Hearts plus Horseshoe Design	14	6/2/1999 377566	619588	Registered

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CH-MX-05	Mexico	Chrome Hearts plus Horseshoe Design	3	10/28/1999 396895		Pending
CH-MX-06	Mexico	Chrome Hearts plus Horseshoe Design	18	10/28/1999 396897	12/10/2002 637484	Registered
CH-MX-07	Mexico	Chrome Hearts plus Horseshoe Design	9	10/28/1999 396896	12/1/1999 635585	Registered
CH-MX-08	Mexico	Chrome Hearts plus Scroll Design	9	11/11/1998 353779	1/29/1999 599701	Registered 1/29/2009
CH-MX-09	Mexico	Chrome Hearts plus Scroll Design	3	7/19/1999 383583	6/19/2000 659530	Registered
CH-MX-10	Mexico	Chrome Hearts plus Scroll Design	18	10/28/1999 396899	12/17/1999 637485	Registered

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CH-MX-11	Mexico	Chrome Hearts plus Scroll Design	25	10/28/1999 369900	638262	Registered
CH-MX-12	Mexico	Chrome Hearts plus Scroll Design	14	10/28/1999 369898	638962	Registered
CH-MX-13	Mexico	Chrome Hearts plus Scroll Design	24	12/13/2001 523152	12/13/2001 738680	Registered 12/13/2011
CH-PA-01	Panama	Chrome Hearts plus Scroll Design	14	10/30/1999 103578	10/30/1999 103578	Registered
CH-PA-02	Panama	Chrome Hearts plus Scroll Design	18	10/30/1999 103579	10/30/1999 103579	Registered
CH-PA-03	Panama	Chrome Hearts plus Scroll Design	25	10/30/1999 103580	10/30/1999 103580	Registered

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CH-PA-04	Panama	Chrome Hearts plus Scroll Design	3	10/30/1999 103576	10/30/1999 103576	Registered
CH-PA-05	Panama	Chrome Hearts plus Horseshoe Design	18	10/30/1999 103575	10/30/1999 103575	Registered
CH-PA-06	Panama	Chrome Hearts plus Horseshoe Design	3	10/30/1999 103573	10/30/1999 103573	Registered
CH-PA-07	Panama	Chrome Hearts plus Horseshoe Design	9	10/30/1999 103574	10/30/1999 103574	Registered
CH-PA-08	Panama	Chrome Hearts plus Scroll Design	9	10/30/1999 103577	10/30/1999 103577	Registered
CEI-PA-09	Panama	Chrome Hearts plus Horseshoe Design	25	6/7/1999 100997		Pending

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CH-PA-10	Panama	Chrome Hearts plus Horseshoe Design	14	6/7/1999 100998		Pending
CH-PE-01	Peru	Chrome Hearts plus Horseshoe Design	3	7/5/2002 156378	10/16/2002 00083944	Registered 10/16/2012
CH-PE-02	Peru	Chrome Hearts plus Scroll Design	3	7/5/2002 156377	10/16/2002 00083943	Registered 10/16/2012
CH-PE-03	Peru	Chrome Hearts plus Horseshoe Design	9	9/19/2002 162488	12/6/2002 85462	Registered 12/6/2012
CH-PE-04	Peru	Chrome Hearts plus Horseshoe Design	14	9/19/2002 162489	12/6/2002 85463	Registered 12/6/2012
CH-PE-05	Peru	Chrome Hearts plus Horseshoe Design	18	9/19/2002 162490	12/6/2002 85464	Registered 12/6/2012

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CH-PE-06	Peru	Chrome Hearts plus Horseshoe Design	25	9/19/2002 162491	12/6/2002 85465	Registered 12/6/2012
CH-PE-07	Peru	Chrome Hearts plus Scroll Design	9	9/19/2002 162492	12/6/2002 85466	Registered 12/6/2012
CH-PE-08	Peru	Chrome Hearts plus Scroll Design	14	9/19/2002 162493	12/6/2002 85467	Registered 12/6/2012
CH-PE-09	Peru	Chrome Hearts plus Scroll Design	18	9/19/2002 162494	12/6/2002 85468	Registered 12/6/2012
CH-PE-10	Peru	Chrome Hearts plus Scroll Design	25	9/19/2002 162495	12/6/2002 85469	Registered 12/6/2012
CH-PO-01	Poland	Chrome Hearts plus Scroll Design	14,18,25	10/5/2001 Z-241502		Pending

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CH-RU-01	Russia	Chrome Hearts plus Horseshoe/Cro ss Design	3,9,14,18,25	2/17/2000 2000703253	2/17/2000 211760	Registered 2/17/2010
CH-RU-02	Russia	Chrome Hearts plus Scroll Design	3,9,14,18,25	2/17/2000 2000703279	2/17/2000 211761	Registered 2/17/2010
CH-RU-03	Russia	Chrome Hearts plus the Horseshoe Design	9	10/4/2001 2001730069	10/20/2003 257382	Registered 10/4/2011
CH-SA-01	Saudi Arabia	Chrome Hearts plus Scroll Design	14	10/8/2000 67011	6/21/2001 56875	Registered
CH-SA-02	Saudi Arabia	Chrome Hearts plus Scroll Design	9	4/11/2001 73922	7/11/2001 73922	Registered 7/9/2011
CH-SA-03	Saudi Arabia	Chrome Hearts plus Scroll Design	25	3/9/2002 75746	10/8/2002 649731	Registered

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CH-SAF-01	South Africa	Chrome Hearts	25	6/19/1992 925101	6/19/1992 925101	Registered 6/19/2012
CH-SAF-02	South Africa	Chrome Hearts	18	6/19/1992 925100	6/19/1992 925100	Registered 6/19/2012
CH-SAF-03	South Africa	Chrome Hearts	26	6/19/1992 925102	6/19/1992 925102	Registered 6/19/2012
CH-SAF-04	South Africa	Chrome Hearts	14	6/19/1992 925099	6/19/1992 925099	Registered 6/19/2012
CH-SAF-05	South Africa	Chrome Hearts plus Horseshoe Design	3,9,14,18,25	10/22/1999 1999/19571-75	10/22/1999 1999/19571-75	Registered 10/22/2009
CH-SAF-06	South Africa	Chrome Hearts plus Scroll Design	3	10/22/1999 1999/19566	8/20/2004 1999/19566	Registered 10/22/2009

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Case Number	Country	Mark	Class	Filing Date Serial #	Date Issued Registration #	Status Renewal Due
CH-SAF-07	South Africa	Chrome Hearts plus Scroll Design	9	10/22/1999 1999/19567		Pending
CH-SAF-08	South Africa	Chrome Hearts plus Scroll Design	14	10/22/1999 1999/19568	8/20/2004 1999/19568	Registered 10/22/2009
CH-SAF-09	South Africa	Chrome Hearts plus Scroll Design	18	10/22/1999 1999/19569	10/22/1999 1999/19569	Registered 10/22/2009
CH-SAF-10	South Africa	Chrome Hearts plus Scroll Design	25	10/22/1999 1999/19570	10/22/1999 1999/19570	Registered 10/22/2009
CH-SP-01	Spain	Chrome Hearts	14	4/12/1991 1629448	4/5/1993 1629448	Renewed
CH-SP-02	Spain	Chrome Hearts	25	4/12/1991 1629449	4/5/1993 1629449	Renewed

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CH-SW-01	Switzerland	Chrome Hearts plus Scroll Design	14,18,25	3/28/2000 03706/2000	6/5/2001 483328	Registered
CH-SW-02	Switzerland	Chrome Hearts	14,18,25,26	6/15/1992 4615/92	6/15/1992 401908	Registered
CH-SW-03	Switzerland	Chrome Hearts plus Scroll Design	3,9,20	8/6/1999 7067/1999	8/6/1999 489145	Registered 8/6/2009
CH-SW-04	Switzerland	Chrome Hearts plus Horseshoe Design	3,9,14,18,25	3/24/2000 03598/2000	3/24/2000 490336	Registered 3/24/2010
CH-TA-01	Tajikistan	Chrome Hearts plus Scroll Design	14,18,25	11/18/2003 03006498		Pending
CH-TA-02	Tajikistan	Chrome Hearts plus Horseshoe Design	14,18,25	11/18/2003 03006497		Pending

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CH-TK-01	Turkmenistan	Chrome Hearts plus Horseshoe Design	14,18,25	11/15/2003 2003.0271	12/7/2004 8681	Registered 12/7/2014
CH-TK-02	Turkmenistan	Chrome Hearts plus Scroll Design	14,18,25	11/15/2003 2003.0272	12/7/2004 8682	Registered 12/7/2014
CH-TU-01	Turkey	Chrome Hearts plus Scroll Design	14	6/13/2000 2000/11828	6/13/2000 2000/11828	Registered 6/13/2010
CH-TU-02	Turkey	Chrome Hearts plus Scroll Design	9,25	2/20/2001 2001/03345	2/20/2001 2001/03345	Registered 8/20/2010
CH-UAE-01	U.A.E.	Chrome Hearts plus Scroll Design	14	6/6/2000 36734		Pending
CH-UG-01	Uruguay	Chrome Hearts	25		288274	Registered 8/20/2007

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Case Number	Country	Mark	Class	Filing Date Serial #	Date Issued Registration #	Status Renewal Due
CH-UK-01	United Kingdom	Chrome Hearts	25	4/6/1991 1460527	1460527	Renewed
CH-UK-02	United Kingdom	Chrome Hearts	14	10/11/1996 2112567		Pending
CH-UR-01	Uruguay	Chrome Hearts	25	288,274	288,274	Registered
CH-UZ-01	Uzbekistan	Chrome Hearts plus Scroll Design	14,18,25	11/19/2003 MGU 20030739		Pending
CH-UZ-02	Uzbekistan	Chrome Hearts plus Horseshoe Design	14,18,25	11/19/2003 MGU20030738		Pending
CH-VA-01	Venezuela	Chrome Hearts plus Horseshoe Design	25	8/5/1999 1333899	11/22/2000 p229359	Registered 11/22/2010

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Case Number	Country	Mark	Class	Filing Date Serial #	Date Issued Registration #	Status Renewal Due
CH-VA-02	Venezuela	Chrome Hearts plus Horseshoe Design	14	8/5/1999 1333699	11/22/2000 p229357	Registered 11/22/2010
CH-VA-03	Venezuela	Chrome Hearts plus Horseshoe Design	9	3/9/2000 3822/2000		Pending
CH-VA-04	Venezuela	Chrome Hearts plus Horseshoe Design	3	3/9/2000 3823/2000		Pending
CH-VA-05	Venezuela	Chrome Hearts plus Horseshoe Design	18	3/9/2000 3821/2000		Pending
CH-VA-06	Venezuela	Chrome Hearts plus Scroll Design	18	3/2/2000 3515/2000		Pending
CH-VA-07	Venezuela	Chrome Hearts plus Scroll Design	3	3/2/2000 3514/2000		Pending

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Case Number	Country	Mark	Class	Filing Date Serial #	Date Issued Registration #	Status Renewal Due
CH-VA-08	Venezuela	Chrome Hearts plus Scroll Design	9	3/2/2000 3516/2000	11/22/2000 P-229709	Registered 11/22/2010
CH-VA-09	Venezuela	Chrome Hearts plus Scroll Design	25	3/16/2000 4232/2000		Pending

SCHEDULE E**TRADEMARK LICENSES**

Musidor B.V. License Agreement dated as of December ____, 2004 between Musidor B.V. and Chrome Hearts, Inc., assigned to Chrome Hearts LLC pursuant to Assignment of License, dated March 1, 2005, between Chrome Hearts, Inc. and Chrome Hearts, LLC.

License Agreement between Optical Shop of Aspen and Chrome Hearts Licensing as assigned to CHI and assigned to CHLLC,

Agreement between Chrome Hearts Inc. and Maxfield Enterprises, Inc., as assigned to Chrome Hearts, LLC pursuant to the Assignment of License, dated March 1, 2005, between Chrome Hearts, Inc. and Chrome Hearts LLC.

SCHEDULE F**ASIAN TERRITORY**

Territory means Japan, China (exclusive of Hong Kong), South Korea, North Korea, Taiwan, India, Indonesia, Cambodia, Singapore, Sri Lanka, Thailand, Nepal, Philippines, Brunei, Vietnam, Macau, Malaysia, Myanmar, Maldives, Laos, Pakistan, Bangladesh, Mongolia, Bhutan, East Timor, Australia and New Zealand.

**SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)**

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK

KNOW ALL MEN BY THESE PRESENTS, that Chrome Hearts LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Customer"), pursuant to that certain Patent, Copyright, License and Trademark Security Agreement, dated March __, 2005 (the "Collateral Agreement"), hereby appoints and constitutes Merrill Lynch Business Financial Services Inc. ("MLBFS"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Customer at and during the time periods specified in the Collateral Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of Customer in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose;
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as MLBFS may in its sole discretion determine.

This power of attorney is made pursuant to (i) that certain WCMA Reducing Revolver Loan and Security Agreement No. 764-02198 dated as of March __, 2005 between Customer and MLBFS, and (ii) that certain WCMA Loan and Security Agreement No. 764-02197 dated as of March __, 2005 between Customer and MLBFS, and may not be revoked until the payment in full of all liabilities and obligations of Customer under such Loan and Security Agreement.

CHROME HEARTS LLC

By: *R.J. Brennan*
Name: _____
Title: _____

Sworn to before me on this 2nd day of March, 2005.

Julienne Amoroso
NOTARY PUBLIC

CH2112016652

**JULIENNE AMOROSO
NOTARY PUBLIC, STATE OF NEW YORK
NO: 41-4663738
QUALIFIED IN QUEENS COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
COMMISSION EXPIRES DEC. 31, 20 06**

TRADEMARK