Form <b>PTO-1594</b> (Rev. 03/05) OMB Collection 0651-0027 (exp. 6/30/2005)	U.S. DEPARTMENT OF COMMER United States Patent and Trademark Off
	ORM COVER SHEET
TRADEMA	RKS ONLY
To the Director of the U. S. Patent and Trademark Office: Ple	ase record the attached documents or the new address(es) below.
Name of conveying party(ies);	2. Name and address of receiving party(ies)
Chrome Hearts, LLC 915 N. Mansfield Hollywood, California 90038	Additional names, addresses, or citizenship attached? Ves  No  Name: Itochu International Inc.
Individual(s) Association General Partnership Limited Partnership	Internal Address:
Corporation- State:	Street Address: 335 Madison Avenue
✓ Other Delaware Limited Liability Company	City: New York
Citizenship (see guidelines)	State: New York
Additional names of conveying parties attached? Yes No	Country: U.S.A. Zip: 10017
<del></del>	Association Citizenship
3. Nature of conveyance )/Execution Date(s) :	General Partnership Citizenship
Execution Date(s) March 1, 2005	Limited Partnership Citizenship
Assignment Merger	Corporation Citizenship New York
☑ Security Agreement ☐ Change of Name	Other Citizenship If assignee is not domiciled in the United States, a domestic
Other	representative designation is attached: Yes No (Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) SEE ATTACHED LIST (column heading "Serial #")	d identification or description of the Trademark.  B. Trademark Registration No.(s)  SEE ATTACHED LIST (column heading "Registration #")
D. Harris and D. Harris	Additional sheet(s) attached?
C. Identification or Description of Trademark(s) (and Filing  5. Name & address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name: Roselia F. Maitland	
Internal Address: Sonnenschein Nath & Rosenthal LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$\frac{1,065.00}{}\$
Street Address; P. O. Box 061080 Wacker Drive Station - Sears Tower	Authorized to be charged by credit card  Authorized to be charged to deposit account  Enclosed
City: <u>Chicago</u>	8. Payment Information:
State: <u>Illinois</u> Zip: <u>60606-1080</u>	a. Credit Card Last 4 Numbers
Phone Number: <u>212-768-6</u> 700	Expiration Date
Fax Number: <u>212-768-6800</u>	b. Deposit Account Number 193140
Email Address: TRADEMARKS@SONNENSCHEIN.COM	Authorized User Name Roselia F. Mailland
9. Signature: Mulu Fluch	d / June 1 2005
Signature	June 1, 2005  Date
Roselia F, Maitland Name of Person Signing	Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## U.S. Trademark Summary Report CHROME HEARTS, INC. Case Tracking System

Case Number	Mark	Class	Filing Date Serial #	Date Issued	ROA Due	Status § 8 Due § 15 Due
CH-01	Chrome Hearts	14,18,25,26	10/15/1990 74106186	11/26/1991	ROA;	Kenewal Due Renewed 11/26/1997
CH-D3					SOU:	11/26/1997
. (	Сигоше пеалу	42	75/069748	9/28/1998 2192539	ROA:	Registered 9/28/2004
CHAR	2				SOU:	9/28/2004 9/29/2008
i i	CHIOMIC DESIGN	10	75/680696	6/5/2001 2458153	ROA:	Registered
					SOU:	6/5/2007
- C11-04	plus Dagger	25	12/3/1997 75399206	12/29/1998 2214641	ROA:	Registered 12/29/2004
CH-05	Chronic Wants				300:	12/29/2004
	plus Dagger	č	75399216	12/29/1998 2214642	ROA:	Registered 12/29/2004
CH-06	Chrome Hearts	14	12/2/1007		SOU:	12/29/2004 12/29/2008
	plus Dagger Design	-	75399215	2284625	ROA:	Registered 10/3/2005
CH-07	Chromo Woods				SOU:	10/3/2005
	plus Horseshoe Design	24	75476244	3/21/2000 2330903	ROA:	Registered 3/21/2006
CH-98	Change				SOU:	3/21/2006 3/22/2010
	plus Horseshoe Design	ţ	75490650	1/11/2000 2307126	ROA:	Registered 1/11/2006
					SOU:	1/11/2006 1/11/2010

TRADEMARK

# Case Tracking System U.S. Trademark Summary Report CHROME HEARTS, INC.

			01-11	CHIL		CH-ID	AW.			CH-14		-11-	CH-13			( i i i i i i i i i i i i i i i i i i i	CH-12	<del></del>		CH-11		CH-TO	CH 15			CH-09	Number	?
	q	pius Scroll Design	Chrome Hearts		Paus Seron Design	Chrome Hearts		Design	plus Scroll	Chrome Hearts	Design	plus Horseshoe	Chrome Hearts	¢	Pesign	Chrome Hearts		Design	Dius Horseshoe	Chrome Hand	Design	Chrome Hearts	2	Design	plus Horseshoe	Chrome Hearts	Mark	
			9			20			10, 20	18 34		1	3			00						25			3	77.		
		75476248	4/29/1998		75476245	4/29/1998		47101767	7616124	10/00/2007	102000	75836321	10/70/1000		75836230	10/29/1999		73836232	10/29/1999		75725700	6/7/1999		1,000,000	75/26/1998	ACT TAT #	Filing Date	
		2350742	5/16/2000	-	2216569	1/5/1999		2118026	12/2/1997		2643474	10/29/2002			2375507	8/8/2000		2538565	2/12/2002		2408082	11/28/2000		2216575	1/5/1999	Registration #	Date Issued	
	SOU:	NOA	BOA:	SOU:	MOA.	ROA	SOU:		ROA:	SOO://16/2002	COTTO	ROA:		SOU:	NOA.	BOA	300:		ROA:	SOU:	NOAL	BOA:	SOU:		ROA:	SOU Due	ROA Due	
5/17/2010	5/16/2006	Registered 5/16/2006	1/5/2009	1/5/2005	1/5/2005	12/3/2007	12/2/2003	12/2/2003	Registered	10/29/2008	10/29/2008	Registered	8/9/2010	8/8/2006	8/8/2006	2/13/2012	2/12/2008	2/12/2008	Registered	11/28/2006	I 1/28/2006	1/5/2009	1/5/2005	1/5/2005	Registered	Renewal Diva	§ 8 Due § 15 Due	Status

## U.S. Trademark Summary Report CHROME HEARTS, INC. Case Tracking System

		Filing Date Serial #	Date Issued	ROA Due	Status § 8 Due § 15 Due
		4/29/1998	1/5/1000	SOU Due	Renewal Due
·		75476249	2216570	ROA:	Registered 1/5/2005
1_	Ž	1/20/1009		SOU:	1/5/2005 1/5/2009
	; 	75476246	2293634	ROA: SOU:	Registered 11/16/2005 11/16/2005
		5/26/1998 75490461	5/7/2002 2567737	ROA:	11/16/2009 Registered
<u></u>				SOU:12/29/2001	5/7/2008
	<i>خ</i> ر 	5/4/2000 76040141	6/11/2002 2577319	ROA: SOU:	Registered 6/11/2008 6/11/2008
me Hearts 8 s Scroll ign		5/4/2000 76040140	4/16/2002 2561173	ROA: SOU:	6/11/2012 Registered 4/16/2008 4/16/2008
	4,	5/4/2000 76040139	3/5/2002 2544163	ROA:	4/16/2012 Registered 3/5/2008 3/5/2008
· <del>·</del> · <u>·</u> ···		5/12/2000 76045970	3/12/2002 2546195	ROA:	Registered 3/12/2008 3/12/2008
ne Hearts 9 Scroll ign		5/18/2000 76051044	2/18/2003 2689043	ROA: SOU:10/17/2002	3/12/2012 Registered 2/18/2009 2/18/2009
	Mark Chrome Hearts plus Scroll Design	Class s 14 s 21 s 3 14	Class s 14 s 21 s 26 s 3 34 12	Class Serial # Registration #    14	Class         Serial #         Date Issued ROA Due           Class         Serial #         Registration #         SOU Due           s         14         4/29/1998         1/5/1999         ROA:           s         21         4/29/1998         11/16/1999         ROA:           s         33         5/26/1998         5/7/2002         ROA:           s         34         5/4/2000         6/11/2002         ROA:           s         5/4/2000         4/16/2002         ROA:           s         5/4/2000         25/61173         SOU:           s         5/12/2000         3/5/2002         ROA:           s         5/12/2000         3/5/2002         ROA:           s         5/12/2000         3/12/2002         ROA:           s         5/12/2001         3/12/2002         ROA:           s         5/12/2002         ROA:         SOU:           s

			CH-31		<del></del>	CH-30			CH-29				CH-28			CH-2/	CH 37			CH-27			CH-26				CH-25	Number	Case	
	27 473 E 3.4	plus the Scroll	Chrome Hearts	ı	Pius Scroll Design	Chrome Hearts		Design	Chrome Hearts		Design	Knee Patch	Miscellaneous		Design	Fiell' De Lis		(	Design	Fleur De Lis	A STATE OF THE STA	plus Dagger	Chrome Hearts		Heart Design	plus Dagger	Chrome Hearte	Mark		
			28			4			28			ţ	25			25				25			25			, i	71.[	Class		
		76/351435	12/21/2001		76317296	9/25/2001		76317284	9/25/2001		/220126/	7521657	7001/00/61		75933002	3/2/2000		00000	75933000	3/2/2000		75838652	4/3/1999		26017007	75671003	3/20/100	Serial #		
		2,755,231	8/26/2002		2588382	7/2/2002		2600967	7/30/2002	•••	2194698	10/13/1998		-	2644724	10/29/2002		2044/24	10/29/2002	10/00/000		2465188	7/3/2001		2407915	11/28/2000	# HOLIETISCE	Date Issued	<b>,</b>	
	SOU:	ROA:11/12/2002		SOU:	NOA.	DOY.	SOU:		BOA.	SOU		ROA:		SOU:	12/14/19	ROA-3/13/2002	SOU:		ROA:11/26/2001		SOU:	KUA:		SOU:		ROA:	SOU Due	ROA Due		
8/26/2013	8/26/2009	Registered	7/2/2012	7/2/2008	Registered 7/2/2008	7/30/2012	7/30/2008	7/30/2008	10/14/2008	10/13/2004	10/13/2004	Registered	10/29/2012	10/29/2008	10/20/2008 Delegan	10/29/2012	10/29/2008	10/29/2008	Registered	7/5/2011	7/3/2007	Registered	11/29/2010	11/28/2006	11/28/2006	Registered	Renewal Due	§ 15 Due	§ 8 Due	Status

TRADEMARK

#### U.S. Trademark Summary Report CHROME HEARTS, INC. Case Tracking System

CHo		CH-36	1067	CH-35		CH-34			CH-34			CH-33			CH-33			C11-34	Number	Case
Chrome Hearts plus Horseshoe Design	plus Scroll Design	Chrome Hearts	plus the Scroll Design	Chrome Hearts	Design	Chrome Hearts	a	plus the Scroll Design	Chrome Hearts	,	plus the Scroll Design	Chrome Hearts	Design	plus the Scroll	Chrome Hearts	ď	Design	Chrome Hearts	Mark	
35		35		21		16			16			8			8			32	Class	
3/3/2004 76/578835	76/578834	MOCKE	76351439	13/31/2001	76351438	12/21/2001		76351438	12/21/2001	•	76351436	12/21/2001	<del>- :</del>	76351436	12/21/2001	-	76351437	12/21/2001	Serial #	Filing Data
. ,	-		2,662,743		2706480	4/15/2003		2706480	A/1 000</th <th></th> <th>2717150</th> <th>くりのつのつ</th> <th></th> <th>2717150</th> <th>5/2002002</th> <th></th> <th>2631511</th> <th>10/8/2002</th> <th>Registration #</th> <th>Data T</th>		2717150	くりのつのつ		2717150	5/2002002		2631511	10/8/2002	Registration #	Data T
ROA: SOU:	ROA:1/20/2005 SOU:	300:	ROA:8/9/2002		SOU:	BOA:11/6/2002	SOU:	ROA:10/24/2002		SOU:	KUA:12/12/2002		SOU:	ROA:7/25/2002		SOU:		ROA.	SOIT Due	
Pending	Pending	12/17/2008	Registered 12/17/2008	4/15/2013	4/15/2009	4/15/2013	4/15/2009	Registered 4/15/2009	5/20/2013	5/20/2009	Registered 5/20/2009	5/20/2013	5/20/2009	Registered	10/9/2012	10/8/2008	10/8/2008	хецемаі Дце	§ 15 Due	Status § 8 Due

**TRADEMARK** 

Case Number CH-39 CH-38 Mark CH Design (Stylized) Chrome Hearts
plus Horseshoe
Design Class 14 Filing Date Serial # 5/6/2004 76/590713 5/5/2004 76/590464 U.S. Trademark Summary Report CHROME HEARTS, INC. Case Tracking System Registration # Date Issued Page 6 SOU: ROA: SOU: ROA: SOU Due **ROA Due** § 8 Due § 15 Due Renewal Due Status Pending Pending

**TRADEMARK** 

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is entered into by CHROME HEARTS, LLC, a Delaware limited liability company (referred to herein as "Debtor") in favor of ITOCHU INTERNATIONAL INC., a New York corporation, as collateral agent ("Collateral Agent"), for the Claimants (as defined in the Security Agreement (as defined below)). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement.

WHEREAS, Debtor, Collateral Agent, Claimants and the other debtors a party thereto entered into the Collateral Agency, Intercreditor and Security Agreement, dated as of the March 1, 2005 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Debtor and the other debtors a party thereto have granted to Collateral Agent a security interest in the Collateral in order to secure full payment of the Obligations; and

WHEREAS, the construction of this Trademark Security Agreement shall be in accordance with the provisions of Section 1.2 of the Master Agreement.

NOW, THEREFORE, for the consideration of the premises set forth herein and in the Security Agreement, Debtor hereby agrees as follows:

- 1. Grant of Security Interest. In order to secure payments of the Obligations, Debtor hereby assigns, pledges and grants to the Collateral Agent a continuing security interest in and to the following property, in each case whether now or hereafter existing or arising or which the Debtor now has or hereafter owns, acquires or develops an interest in and wherever located (collectively, "Trademark Collateral"):
- (a) All of Debtor's present and future United States registered trademarks and trademark registrations, including Debtor's United States registered trademarks and trademark registrations listed in Schedule A to this Trademark Security Agreement, all of Debtor's present and future United States applications for trademark registrations, including Debtor's United States applications for trademark registrations listed in Schedule A to this Trademark Security Agreement, and all of Debtor's present and future trademarks that are not registered in the United States Patent and Trademark Office (collectively, "Marks"), including, without limitation, any and all royalties, payments and other amounts payable to the Debtor in connection with the Marks, together with all renewals and extensions of the Marks, the right to recover for all past, present, and future infringements of the Marks, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;
- (b) All of Debtor's right, title and interest in and to any and all present and future license agreements with respect to the Trademark Collateral;
- (c) All present and future accounts and other rights to payment arising from, in connection with or relating to the Trademark Collateral;
- (d) All goodwill of the business connected with the use of, and symbolized by, each of the Mark; and
  - (e) All products and proceeds of any and all of the foregoing.

- 2. <u>Continuing Security Interest.</u> Debtor agrees that this Trademark Security Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with the terms of the Security Agreement.
- 3. <u>Supplement to Security Agreement</u>. This Trademark Security Agreement has been entered into in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Claimants, under the Security Agreement. The rights and remedies of Collateral Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.
- 4. <u>Binding Effect</u>. This Trademark Security Agreement shall be binding upon, inure to the benefit of and be enforceable by the Collateral Agent and its respective successors and assigns. Debtor shall not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.
- 5. Entire Agreement; Amendment. This Trademark Security Agreement, together with the Security Agreement and the other Transaction Documents, contain the entire agreement of the Debtor, Claimants and Collateral Agent with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. To the extent that any provision of this Trademark Security Agreement conflicts with any provision of the Security Agreement, the terms of the Security Agreement shall govern, it being understood that the purpose of this Trademark Security Agreement is to add to, and not detract from, the rights granted to the Collateral Agent under the Security Agreement. This Trademark Security Agreement may not be changed, modified, altered or terminated except by an agreement in writing executed by the Debtor and the Collateral Agent.
- 6. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterpart copies, including telecopied transmission and electronic (PDF) transmission copies, each of which shall be deemed an original, but which together shall constitute a single instrument.
- 7. Severability. Any term or provision of this Trademark Security Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Trademark Security Agreement (unless a failure of consideration would result thereby) or affecting the validity or enforceability of any of the terms or provisions of this Trademark Security Agreement in any other jurisdiction. Upon the determination that any term or other provision is invalid or unenforceable, the Debtor and the Collateral Agent shall negotiate in good faith to modify this Trademark Security Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Trademark Security Agreement are consummated as originally contemplated to the greatest extent possible.
- 8. <u>Captions</u>. Captions and descriptive headings are for convenience of reference only and shall not control or affect the meaning or construction of any provisions of this Security Agreement.

IN WITNESS WHEREOF, the signatories below have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHROME HEARTS LLC

Ву:

Name RICHARD STARK Title: CEO

STATE OF NEW YORK
COUNTY OF NEW YORK

Notary Public

ROBERT L. TUCKER Notary Public, State of New York No. 31-4811777 Qualified in New York County Commission Expires Nov. 30, 2008 SCHEDULE A

See the attached.

- 4 -

17470913\V-2

**RECORDED: 07/27/2005**