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Form PTO-1594 (Rev. 03/05)

OMB Collection 0851-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY	
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
<p>6/1/05</p> <p>1. Name of conveying party(ies): Chrome Hearts, LLC 975 N. Mansfield Hollywood, California 90088</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>Delaware Limited Liability Company</u></p> <p>Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Toohe International Inc.</u> Internal Address: _____ Street Address: <u>365 Madison Avenue</u> City: <u>New York</u> State: <u>New York</u> Country: <u>U.S.A.</u> Zip: <u>10017</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>New York</u> <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance (Execution Date(s) : Execution Date(s) <u>March 1, 2005</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) SEE ATTACHED LIST (column heading "Serial #")</p> <p>B. Trademark Registration No.(s) SEE ATTACHED LIST (column heading "Registration #")</p> <p>Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Rosella F. Maitland</u> Internal Address: <u>Sonnenschein Nath & Rosenthal LLP</u> Street Address: <u>P.O. Box 081080</u> <u>Wacker Drive Station - Sears Tower</u> City: <u>Chicago</u> State: <u>Illinois</u> Zip: <u>60606-1080</u> Phone Number: <u>212-768-8700</u> Fax Number: <u>212-768-8900</u> Email Address: <u>TRADEMARKS@SONNENSCHN.COM</u></p>	<p>6. Total number of applications and registrations involved: 42</p> <p>7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ <u>1,065.00</u></p> <p><input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment information: a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>199140</u> Authorized User Name <u>Rosella F. Maitland</u></p>
<p>9. Signature: _____ Signature <u>Rosella F. Maitland</u> Name of Person Signing</p>	<p>June 1, 2005 Date</p> <p>Total number of pages including cover sheet, attachments, and document: 11</p>

Documents to be recorded (including cover sheet) should be filed to (703) 368-5895, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1456, Alexandria, VA 22313-1456

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

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	10/15/1991 73001748	11/26/1991 1665791	ROA: SOU:	Renewed 11/26/1997 11/26/1997 11/26/2001
CH-02	Chrome Hearts	42	3/8/1996 73001748	9/28/1998 2192539	ROA: SOU:	Registered 9/28/2004 9/28/2004 9/29/2008
CH-03	Chrome Hearts	16	4/12/1991 73001896	6/5/2001 2458153	ROA: SOU:	Registered 6/5/2007 6/5/2007 6/6/2011
CH-04	Chrome Hearts plus Dagger Design	25	12/3/1998 73001896	12/29/1998 2214641	ROA: SOU:	Registered 12/29/2004 12/29/2004 12/29/2008
CH-05	Chrome Hearts plus Dagger Design	18	12/3/1998 73001896	12/29/1998 2214642	ROA: SOU:	Registered 12/29/2004 12/29/2004 12/29/2008
CH-06	Chrome Hearts plus Dagger Design	14	12/3/1998 73001896	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 73001844	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 73001850	1/11/2000 2307126	ROA: SOU:	Registered 1/11/2006 1/11/2006 1/11/2010

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

Case Number	Mark	Class	Filing Date Serial #	Date Issued Registration #	ROA Due SOU Due	Status § 8 Due § 15 Due Renewal Due
CH-09	Chrome Hearts plus Horseshoe Design	25	5/26/1997 2643471	1/5/1999 2216573	ROA: SOU:	Registered 1/5/2005 1/5/2005 1/5/2009
CH-10	Chrome Hearts plus Horseshoe Design	25	6/7/1997 2643472	11/28/2000 2408082	ROA: SOU:	Registered 11/28/2006 11/28/2006 11/29/2010
CH-11	Chrome Hearts plus Horseshoe Design	9	10/29/1997 2643473	2/12/2002 2538565	ROA: SOU:	Registered 2/12/2008 2/12/2008 2/13/2012
CH-12	Chrome Hearts plus Horseshoe Design	18	10/29/1997 2643474	1/1/2000 2375507	ROA: SOU:	Registered 3/8/2006 3/8/2006 3/9/2010
CH-13	Chrome Hearts plus Horseshoe Design	3	10/29/1997 2643475	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	12/20/1997 2643476	12/2/1997 2118026	ROA: SOU:	Registered 12/2/2003 12/2/2003 12/3/2007
CH-15	Chrome Hearts plus Scroll Design	20	4/29/1997 2643477	1/5/1999 2216569	ROA: SOU:	Registered 1/5/2005 1/5/2005 1/5/2009
CH-16	Chrome Hearts plus Scroll Design	9	4/29/1997 2643478	5/16/2000 2350742	ROA: SOU:	Registered 5/16/2006 5/16/2006 5/17/2010

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U.S. Trademark Summary Report
CHROME HEARTS, INC.

Case Number	Mark	Class	Filing Date Serial #	Date Issued Registration #	ROA Due SOU Due	Status § 8 Due § 15 Due Renewal Due
CB-17	Chrome Hearts plus Scroll Design	14	4/29/1998 2216370	1/3/1999 2216370	ROA: SOU:	Registered 1/5/2005 1/5/2005 1/5/2009
CB-18	Chrome Hearts plus Scroll Design	21	4/29/1998 2292634	11/16/1999 2292634	ROA: SOU:	Registered 11/16/2005 11/16/2005 11/16/2009
CB-19	Chrome Hearts plus Scroll Design	3	5/28/1998 2567737	5/7/2002 2567737	ROA: SOU:12/19/2001	Registered 5/7/2008 5/7/2008 5/7/2012
CB-20	Chrome Hearts plus Scroll Design	26	3/4/2000 2577319	6/11/2002 2577319	ROA: SOU:	Registered 6/11/2008 6/11/2008 6/11/2012
CB-21	Chrome Hearts plus Scroll Design	8	3/4/2000 2561173	4/16/2002 2561173	ROA: SOU:	Registered 4/16/2008 4/16/2008 4/16/2012
CB-22	Chrome Hearts plus Scroll Design	34	3/4/2000 2544163	3/5/2002 2544163	ROA: SOU:	Registered 3/5/2008 3/5/2008 3/5/2012
CB-23	Chrome Hearts plus Scroll Design	12	3/12/2000 2546195	3/12/2002 2546195	ROA: SOU:	Registered 3/12/2008 3/12/2008 3/12/2012
CB-24	Chrome Hearts plus Scroll Design	9	5/18/2000 2689043	2/18/2003 2689043	ROA: SOU:10/17/2001	Registered 2/18/2009 2/18/2009 2/18/2013

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 U.S. Trademark Summary Report
 CHROME HEARTS, INC.

Case Number	Mark	Class	Filing Date Serial #	Date Issued Registration #	ROA Due SOU Due	Status § 8 Due § 15 Due Renewal Due
CH-25	Chrome Hearts plus Dagger Heart Design	14	3/25/1999 06894899	1/28/2000 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 06894899	7/5/2001 2445188	ROA: SOU:	Registered 7/5/2007 7/5/2007 7/5/2011
CH-27	Fleur De Lis Design	25	3/2/2000 2444724	10/29/2002 2444724	ROA:11/28/2001 SOU:	Registered 10/29/2008 10/29/2008 10/29/2012
CH-27	Fleur De Lis Design	25	3/2/2000 2444724	10/29/2002 2444724	ROA:2/12/2003 SOU:	Registered 10/29/2008 10/29/2008 7/29/2012
CH-28	Alison Benedict Knee Patch Design	25	12/20/1996 06894897	10/13/1998 2194698	ROA: SOU:	Registered 10/13/2004 10/13/2004 10/14/2008
CH-29	Chrome Hearts plus Scroll Design	28	3/23/2001 2583382	7/2/2002 2583382	ROA: SOU:	Registered 7/2/2008 7/2/2008 7/2/2012
CH-30	Chrome Hearts plus Scroll Design	4	3/23/2001 2583382	7/2/2002 2583382	ROA: SOU:	Registered 7/2/2008 7/2/2008 7/2/2012
CH-31	Chrome Hearts plus the Scroll Design	28	12/21/2001 2755231	8/26/2003 2755231	ROA:11/12/2002 SOU:	Registered 8/26/2009 8/26/2009 8/26/2013

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U.S. Trademark Summary Report
CHROME HEARTS, INC.

Case Number	Mark	Class	Filing Date Serial #	Date Issued Registration #	ROA Due SQU Due	Status	
						\$ 8 Due	\$ 15 Due Renewal Due
CH-31	Chrome Hearts plus the Scroll Design	35	12/21/2001 [REDACTED]	16/8/2003 2631511	ROA: SQU:	Registered 10/8/2008 10/8/2008 10/9/2012	
CH-35	Chrome Hearts plus the Scroll Design	1	12/21/2001 [REDACTED]	3/20/2003 2717150	ROA:7/15/2002 SQU:	Registered 5/20/2009 5/20/2009 5/20/2013	
CH-33	Chrome Hearts plus the Scroll Design	1	12/21/2001 [REDACTED]	3/20/2003 2717150	ROA:12/12/2002 SQU:	Registered 5/20/2009 5/20/2009 5/20/2013	
CH-34	Chrome Hearts plus the Scroll Design	16	12/21/2001 [REDACTED]	4/15/2003 2706480	ROA:10/24/2002 SQU:	Registered 4/15/2009 4/15/2009 4/15/2013	
CH-34	Chrome Hearts plus the Scroll Design	16	12/21/2001 [REDACTED]	4/15/2003 2706480	ROA:11/9/2002 SQU:	Registered 4/15/2009 4/15/2009 4/15/2013	
CH-38	Chrome Hearts plus the Scroll Design	21	12/21/2001 [REDACTED]	12/11/2002 2,662,743	ROA:1/9/2002 SQU:	Registered 12/17/2008 12/17/2008 12/17/2012	
CH-36	Chrome Hearts plus Scroll Design	35	3/3/2004 76578834		ROA:1/20/2005 SQU:	Pending	
CH-37	Chrome Hearts plus Horacles Design	35	3/3/2004 76578835		ROA: SQU:	Pending	

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U.S. Trademark Summary Report
CHROME HEARTS, INC.



Case Number	Mark	Class	Filing Date Serial #	Date Issued Registration #	ROA Due SOU Due	Status § 8 Due § 15 Due Renewal 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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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.

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2. Continuing Security Interest. 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. Supplement to Security Agreement. 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. Binding Effect. 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. Counterparts. 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. Captions. 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.

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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

By: [Signature]
Name: RICARDO STARK
Title: CEO

STATE OF New York) ss.
COUNTY OF New York)

On this 22 day of August 2005, before me personally appeared RICARDO STARK who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Chrome Hearts LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company and that he acknowledged said instrument to be the free act and deed of said company.

[Signature]
Notary Public
ROBERT L. TOCKER
Notary Public, State of New York
No. 31-4811777
Qualified in New York County
Commission Expires Nov. 30, 2009

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SCHEDULE A

See the attached.

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