

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (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.

1. Name of conveying party(ies):

Chrome Hearts, LLC
915 N. Mansfield
Hollywood, California 90038

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Delaware Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 1, 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Itochu International Inc.

Internal _____

Address: _____

Street Address: 335 Madison Avenue

City: New York

State: New York

Country: U.S.A. Zip: 10017

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship New York
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

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 #")

B. Trademark Registration No.(s)
SEE ATTACHED LIST (column heading "Registration #")

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Roselia F. Maitland

Internal Address: Sonnenschein Nath & Rosenthal LLP

Street Address: P.O. Box 061080

Wacker Drive Station - Sears Tower

City: Chicago

State: Illinois Zip: 60606-1080

Phone Number: 212-768-6700

Fax Number: 212-768-6800

Email Address: TRADEMARKS@SONNENSCHN.COM

6. Total number of applications and registrations involved:

42

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,065.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 193140
Authorized User Name Roselia F. Maitland

9. Signature:

Signature

June 1, 2005

Date

Roselia F. Maitland

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **11**

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

CH \$1065.00 193140 76578834

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	10/15/1990 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 75/069748	9/28/1998 2192539	ROA: SOU:	Registered 9/28/2004 9/28/2004 9/29/2008
CH-03	Chrome Hearts	16	4/12/1999 75/680696	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

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	5/26/1998 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

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

Case Number	Mark	Class	Filing Date	Date Issued	Registration #	ROA Due	SOU Due	Status
CH-17	Chrome Hearts plus Scroll Design	14	4/29/1998 75476249	1/5/1999 2216570		ROA: SOU:	Registered 1/5/2005 1/5/2005 1/5/2009	§ 8 Due § 15 Due Renewal Due
CH-18	Chrome Hearts plus Scroll Design	21	4/29/1998 75476246	11/16/1999 2293634		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:	Registered 5/7/2008 5/7/2008 5/7/2008	
CH-20	Chrome Hearts plus Scroll Design	26	5/4/2000 76040141	6/11/2002 2577319		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:	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:	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:	Registered 3/12/2008 3/12/2008 3/12/2008	
CH-24	Chrome Hearts plus Scroll Design	9	5/18/2000 76051044	2/18/2003 2689043		ROA: SOU:	Registered 2/18/2009 2/18/2009 2/19/2013	

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-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 7/5/2011
CH-27	Fleur De Lis Design	25	3/2/2000 75933002	10/29/2002 2644724	ROA:11/26/2001 SOU:	Registered 10/29/2008 10/29/2008 10/29/2012
CH-27	Fleur De Lis Design	25	3/2/2000 75933002	10/29/2002 2644724	ROA:2/12/2003 SOU:	Registered 10/29/2008 10/29/2008 10/29/2012
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 76351435	8/26/2003 2,755,231	ROA:11/12/2002 SOU:	Registered 8/26/2009 8/26/2009 8/26/2013

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-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 SOU:	Registered 5/20/2009 5/20/2009 5/20/2013
CH-33	Chrome Hearts plus the Scroll Design	8	12/21/2001 76351436	5/20/2003 2717150	ROA:12/12/2002 SOU:	Registered 5/20/2009 5/20/2009 5/20/2013
CH-34	Chrome Hearts plus the Scroll Design	16	12/21/2001 76351438	4/15/2003 2706480	ROA:10/24/2002 SOU:	Registered 4/15/2009 4/15/2009 4/15/2013
CH-34	Chrome Hearts plus the Scroll Design	16	12/21/2001 76351438	4/15/2003 2706480	ROA:11/6/2002 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 761578834		ROA:1/20/2005 SOU:	Pending
CH-37	Chrome Hearts plus Horseshoe Design	35	3/3/2004 761578835		ROA: SOU:	Pending



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-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

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;

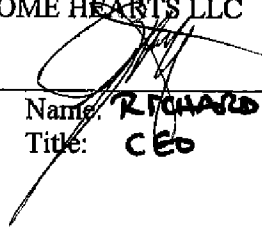
(d) All goodwill of the business connected with the use of, and symbolized by, each of the Mark; and

(e) All products and proceeds of any and all of the foregoing.

2. 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.

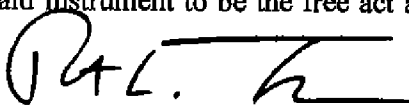
IN WITNESS WHEREOF, the signatories below have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHROME HEARTS LLC

By: 
Name: RICHARD STARK
Title: CEO

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

On this 31 day of March 2005, before me personally appeared RICHARD 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.



Notary Public

ROBERT L. TUCKER
Notary Public, State of New York
No. 31-4811777
Qualified in New York County
Commission Expires Nov. 30, 2006

SCHEDULE A

See the attached.