

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Skechers U.S.A., Inc. II.	05/31/2006

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	The CIT Group/Commercial Services, Inc., as Agent
<b>Street Address:</b>	300 S. Grand Ave., 12th Floor
<b>Internal Address:</b>	Attn: Skechers Acct Officer
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90071

**PROPERTY NUMBERS Total: 90**

Property Type	Number
Patent Number:	6178662
Patent Number:	6788201
Patent Number:	D427422
Patent Number:	D482750
Patent Number:	D465910
Patent Number:	D478415
Patent Number:	D470651
Patent Number:	D472042
Patent Number:	D474008
Patent Number:	D485051
Patent Number:	D485427
Patent Number:	D487617
Patent Number:	D468897
Patent Number:	D467714

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Patent Number:	D470302
Patent Number:	D470297
Patent Number:	D473043
Patent Number:	D473368
Patent Number:	D473042
Patent Number:	D435162
Patent Number:	D431712
Patent Number:	D439734
Patent Number:	D432294
Patent Number:	D444624
Patent Number:	D454426
Patent Number:	D473047
Patent Number:	D446922
Patent Number:	D458011
Patent Number:	D448550
Patent Number:	D448012
Patent Number:	D431713
Patent Number:	D444622
Patent Number:	D444937
Patent Number:	D455250
Patent Number:	D465081
Patent Number:	D445242
Patent Number:	D471002
Patent Number:	D473704
Patent Number:	D459065
Patent Number:	D450439
Patent Number:	D498905
Patent Number:	D444623
Patent Number:	D455544
Patent Number:	D460249
Patent Number:	D446639
Patent Number:	D455895
Patent Number:	D499871
Patent Number:	D513861
Patent Number:	D470299

Patent Number:	D472370
Patent Number:	D470296
Patent Number:	D472037
Patent Number:	D472369
Patent Number:	D469948
Patent Number:	D485050
Patent Number:	D470650
Patent Number:	D459063
Patent Number:	D494349
Patent Number:	D441417
Patent Number:	D452366
Patent Number:	D457715
Patent Number:	D450914
Patent Number:	D477130
Patent Number:	D466274
Patent Number:	D470649
Patent Number:	D469599
Patent Number:	D473367
Patent Number:	D474587
Patent Number:	D469598
Patent Number:	D474007
Patent Number:	D471349
Patent Number:	D473045
Patent Number:	D473705
Patent Number:	D474879
Patent Number:	D401744
Patent Number:	D435959
Patent Number:	D442358
Patent Number:	D447327
Patent Number:	D441942
Patent Number:	D468898
Patent Number:	D468522
Patent Number:	D467409
Patent Number:	D468521
Patent Number:	D495862

Patent Number:	D513361
Application Number:	11198944
Application Number:	11223696
Application Number:	29223010
Application Number:	29216171
Application Number:	29237392

**CORRESPONDENCE DATA**

Fax Number: (213)443-2926  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 213-617-5493  
Email: jcravitz@sheppardmullin.com  
Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP  
Address Line 1: 333 S. Hope St., 48th Floor  
Address Line 2: Attn: J. Cravitz  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	0223-122142
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NAME OF SUBMITTER:	Julie Cravitz
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**Total Attachments: 18**  
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**ASSIGNMENT FOR SECURITY OF PATENTS,  
TRADEMARKS AND COPYRIGHTS**

THIS ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "Agreement") is made as of the 31st day of May, 2006 by and between Skechers U.S.A., Inc. II, a Delaware corporation ("Borrower"), and The CIT Group/Commercial Services, Inc., a New York corporation ("Agent"), in its capacity as agent for the lenders (the "Lenders") under that certain Second Amended and Restated Loan and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement").

W I T N E S S E T H

WHEREAS, pursuant to the Loan Agreement, Agent and the Lenders have agreed to make certain loans and extend certain other financial accommodations to Borrower and certain of its affiliates; and

WHEREAS, pursuant to the Loan Agreement, Borrower has granted to Agent, for the benefit of the Lenders, a continuing security interest in certain of Borrower's assets, including, without limitation, its United States patents, patent rights and applications therefor, United States trademarks and applications therefor, United States copyrights and all applications and registrations therefor, license rights and goodwill.

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

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

2. Collateral Assignment. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Agent, for the benefit of the Lenders, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising United States:

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

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

(c) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any

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

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

Agent may record a copy of this Agreement in the United States Patent and Trademark Office and the United States Copyright Office as a security agreement. In addition to, and not by way of limitation of, all other rights granted to Agent under this Agreement, Borrower hereby agrees that effective upon the occurrence of any Event of Default, Agent shall have all of the rights described in Section 10.3 of the Loan Agreement as to all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above. The rights of Agent hereunder shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such rights are granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Borrower or any other Person by Agent or any Lender (except that if Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks constitute all of the federally registered patents, copyrights and trademarks, and applications therefor now owned by Borrower, other than those covered in that certain Assignment for Security of Patents, Trademarks and Copyrights dated June 15, 1999, between Borrower and Heller Financial, Inc. (Agent's predecessor in interest herein). Borrower shall provide Agent on a quarterly basis with a list of all new federally registered patents, copyrights and trademarks and federal applications for letters patent, copyright registrations and trademark registrations, if any, which new patents, copyrights, trademarks and applications shall be subject to the terms and conditions of the Loan Agreement and this Agreement.

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

5. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

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

INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

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

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

SKECHERS U.S.A., INC. II

By: 

Title: David Weinberg  
Chief Operating Officer

Accepted and Agreed to:

THE CIT GROUP/COMMERCIAL SERVICES, INC.,  
as Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

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

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


SKECHERS U.S.A., INC. II

By: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and Agreed to:

THE CIT GROUP/COMMERCIAL SERVICES, INC.,  
as Agent

By: 

Title: V.I.



**Schedule A**  
U.S. Patent Applications and Registrations in the name of Skechers U.S.A., Inc. II

<i>Title</i>	<i>Application No./ Application Date</i>	<i>Patent No./ Patent Date</i>
DISPERSED-AIR FOOTPAD	09/480,065 01/10/2000	6,178,662 01/30/2001
MOTION SENSITIVE SWITCH (Type II)	10/288,674 11/05/2002	6,788,201 09/07/2004
DISPERSED-AIR FOOTPAD	29/108,453 07/27/1999	D 427,422 S 07/04/2000
ROLLER SKATE CHASSIS (With single wheel in the rear)	29/176,370 02/21/2003	D 482,750 S 11/25/2003
SHOE DESIGN (Quarter brace)	29/152,524 12/21/2001	D 465,910 S 11/26/2002
SHOE BOTTOM HEEL PORTION (Truss cradle)	11/198,944 08/04/2005	N/A
SHOE VENTILATION SYSTEM	11/223,696 09/08/2005	N/A
SHOE LACING DEVICE	N/A	N/A
ORNAMENT (Lighted, for shoe)	29/223,010 02/07/2005	N/A
ORNAMENTAL DESIGN FOR SHOES (Two Stripes) Style #1413	29/167,208 09/10/2002	D478,415 S 08/19/2003
SHOE UPPER (Double-Sided Serrated Trim) Style #1423	29/163,577 07/08/2002	D470,651 S 02/25/2003
SHOE UPPER (Double-Sided Serrated Trim) Style #1423	29/171,347 11/21/2002	D472,042 S 03/25/2003
SHOE UPPER (Style #1508)	29/173,576 01/02/2003	D 474,008 S 05/06/2003

**Schedule A**  
**U.S. Patent Applications and Registrations in the name of Skechers U.S.A., Inc. II**

<i>Title</i>	<i>Application No./ Application Date</i>	<i>Patent No./ Patent Date</i>
SHOE UPPER (Style #28882 Shank Tooth)	29/216,171 10/29/2004	N/A
SHOE UPPER (Premium Energy) (Style #1728)	29/183,758 08/12/2003	D 485,051 S 01/13/2004
SHOE UPPER STAMINA (Style #1786)	29/184,016 08/22/2003	D 485,427 S 01/20/2004
SHOE BOTTOM STAMINA (Style #1786)	29/184,018 08/26/2003	D 487,617 S 03/23/2004
SHOE UPPER (4 Wheelers Upper) (Style #1826)	29/155,159 02/04/2002	D 468,897 S 01/21/2003
SHOE UPPER (Style #1845) (Energy 3)	29/161,721 06/03/2002	D 467,714 S 12/31/2002
SHOE TONGUE Divisional of SHOE UPPER (Style #1845)(Energy 3)	29/166,816 09/04/2002	D 470,302 S 02/18/2003
SHOE BOTTOM (Style #1845) (Energy 3)	29/162,040 06/07/2002	D 470,297 S 02/18/2003
SHOE UPPER Energy Prequel (Style #1851)	29/168,564 10/04/2002	D473,043 S 04/15/2003
SHOE UPPER Energy Prequel (Style #1852)	29/168,743 10/08/2002	D473,368 S 04/22/2003
SHOE BOTTOM Energy Prequel (Styles 1851 & 1852)	29/168,745 10/08/2002	D473,042 S 04/15/2003
SHOE UPPER (Style #2250)	29/117,468 01/21/2000	D 435,162 S 12/19/2000
SHOE UPPER (Style #2252)	29/117,903 02/01/2000	D 431,712 S 10/10/2000

**Schedule A**  
**U.S. Patent Applications and Registrations in the name of Skechers U.S.A., Inc. II**

<i>Title</i>	<i>Application No./ Application Date</i>	<i>Patent No./ Patent Date</i>
SHOE UPPER (Style #2254)	29/118394 02/08/2000	D 439,734 S 04/03/2001
COMBINED SHOE BOTTOM AND PERIPHERY (Style #2254)	29/118,393 02/08/2000	D 432,294 S 10/24/2000
SHOE UPPER (Style #2350) (Energy #2)	29/136,096 01/24/2001	D 444,624 S 07/10/2001
SHOE BOTTOM (Style #2350)	29/136,100 01/24/2001	D 454,426 S 03/19/2002
SHOE BOTTOM PERIPHERY (Style #2350)	29/154,392 01/21/2002	D 473,047 S 04/15/2003
SHOE UPPER (Style #2439)	29/138,446 03/13/2001	D 446,922 S 08/28/2001
SHOE BOTTOM (Style #2439)	29/137,392 02/20/2001	D 458,011 S 06/04/2002
SHOE UPPER (Style #2464)	29/139,505 03/30/2001	D 448,550 S 10/02/2001
SHOE BOTTOM (Style #2464)	29/139,584 03/30/2001	D 458,012 S 06/04/2002
SHOE UPPER (Style #2578)	29/119,442 02/28/2000	D 431,713 S 10/10/2000
SHOE UPPER (Style #2611)	29/128,364 08/23/2000	D 444,622 S 07/10/2001
SHOE UPPER EMBODIMENT #1 (Style #2611)	29/133,886 12/08/2000	D 444,937 S 07/17/2001
SHOE UPPER EMBODIMENT #2 (Style #2611)	29/133,876 12/08/2000	D 455,250 S 04/09/2002

Schedule A  
U.S. Patent Applications and Registrations in the name of Skechers U.S.A., Inc. II

<i>Title</i>	<i>Application No./ Application Date</i>	<i>Patent No./ Patent Date</i>
SHOE UPPER EMBODIMENT #3 (Style #2611)	29/133,904 12/08/2000	D 465,081 S 11/05/2002
SHOE UPPER EMBODIMENT #4 (Style #2611)	29/133,907 12/08/2000	D 445,242 S 07/24/2001
SHOE UPPER EMBODIMENT #5 (Style #2611)	29/144,463 07/03/2001	D 471,002 S 03/04/2003
SHOE UPPER EMBODIMENT #5-A (Style #2611)	29/168,565 10/04/2002	D 473,704 S 04/29/2003
SHOE BOTTOM (Style #2611)	29/134,379 10/30/2000	D 459,065 S 06/25/2002
PERIPHERY OUTWARDLY SHOE BOTTOM (Style #2611)	29/136,098 01/24/2001	D 450,439 S 11/20/2001
PERIPHERY INWARDLY SHOE BOTTOM (Style #2611)	29/136,097 01/24/2001	D 498,905 S 11/30/2004
SHOE UPPER (Style #2667)	29/135,514 01/12/2001	D 444,623 S 07/10/2001
SHOE BOTTOM (Style #2667)	29/135,601 01/12/2001	D 455,544 S 04/16/2002
SHOE BOTTOM (Style #2669)	29/142,235 05/21/2001	D 460,249 S 07/16/2002
SHOE UPPER (Style #2687)	29/138,566 03/15/2001	D 446,639 S 08/21/2001
SHOE BOTTOM (Style #2687)	29/138,565 03/15/2001	D 455,895 S 04/23/2002
SHOE UPPER (Style #26035) RHINO RED	29/207,886 06/18/2004	D 499,871 S 12/21/2004

**Schedule A**  
U.S. Patent Applications and Registrations in the name of Skechers U.S.A., Inc. II

<i>Title</i>	<i>Application No./ Application Date</i>	<i>Patent No./ Patent Date</i>
PORTION OF SHOE UPPER - EMBODIMENT 2 (Style #26035)	29/213,811 09/23/2004	D 513,861 S 01/31/2006
RHINO REID		
SHOE UPPER (Style #2890)	29/165,354 08/08/2002	D 470,299 S 02/18/2003
SHOE UPPER EMBODIMENT 2 (Style #2890)	29/170,829 11/12/2002	D 472,370 S 04/01/2003
SHOE BOTTOM (Style #2890)	29/165,355 08/08/2002	D 470,296 S 02/18/2003
SHOE BOTTOM FORWARD PORTION (Style #2890)	29/170,396 11/06/2002	D 472,037 S 03/25/2003
SHOE BOTTOM REARWARD PORTION (Style #2890)	29/170,433 11/06/2002	D 472,369 S 04/01/2003
SHOE OUTSOLE (Style #3901)	29/161,825 06/05/2002	D 469,948 S 02/11/2003
SHOE OUTSOLE EMBODIMENT 1 (Shoe Outsole) (Style #3901)	29/166,371 08/26/2002	D 485,050 S 01/13/2004
SHOE OUTSOLE EMBODIMENT 2 (HEEL) (Style #3901)	29/166,191 08/30/2002	D 470,650 S 02/25/2003
SHOE BOTTOM (Style #4042)	29/141,717 05/09/2001	D 459,063 S 06/25/2002
SHOE UPPER (Style #4422)	29/200,360 02/27/2004	D 494,349 S 08/17/2004
SHOE UPPER (Style #5013)	29/127,972 8/15/2000	D 441,417 S 05/01/2001
SHOE UPPER EMBODIMENT 1 (Style #5013)	29/134,561 12/21/2000	D 452,366 S 12/25/2001

Schedule A  
U.S. Patent Applications and Registrations in the name of Skechers U.S.A., Inc. II

<i>Title</i>	<i>Application No./ Application Date</i>	<i>Patent No./ Patent Date</i>
SHOE UPPER EMBODIMENT 2 (Style #5013)	29/134,559 12/21/2000	D 457,715 S 05/28/2002
SHOE BOTTOM (Style #5013)	29/127,966 08/15/2000	D 450,914 S 11/27/2001
SHOE BOTTOM INTERIOR FORWARD	29/132,790 11/15/2000	D 477,130 S 07/15/2003
SHOE BOTTOM INTERIOR REAR (Style #5013)	29/133,520 11/29/2000	D 466,274 S 12/03/2002
SHOE BOTTOM BORDER (Style #5013)	29/133,512 11/29/2000	D 470,649 S 02/25/2013
SHOE BOTTOM BORDER MIDDLE OUTWARDLY (Style #5013)	29/133,515 11/29/2000	D 469,599 S 02/04/2003
SHOE BOTTOM BORDER MIDDLE INWARDLY (Style #5013)	29/133,516 11/29/2000	D 473,367 S 04/22/2003
SHOE BOTTOM PERIPHERY OUTWARDLY (Style #5013)	29/133,513 11/29/2000	D 474,587 S 05/20/2003
SHOE BOTTOM PERIPHERY INWARDLY (Style #5013)	29/133,514 11/29/2000	D 469,598 S 02/04/2003
SHOE UPPER (Style #5039)	29/160,929 03/28/2002	D 474,007 S 05/06/2003
SHOE UPPER (Grand Prix) (Style #5381)	29/169,233 10/16/2002	D 471,349 S 03/11/2003
PORTION OF SHOE UPPER DIVISIONAL EMBODIMENT 2 (Grand Prix) (Style #5381)	29/173,573 12/31/2002	D 473,045 S 04/15/2003
TOE PORTION OF SHOE UPPER DIVISIONAL EMBODIMENT 3 (Grand Prix) (Style #5381)	29/173,549 12/31/2002	D 473,705 S 04/29/2003

**Schedule A**  
**U.S. Patent Applications and Registrations in the name of Skechers U.S.A., Inc. II**

<i>Title</i>	<i>Application No./ Application Date</i>	<i>Patent No./ Patent Date</i>
SHOE BOTTOM (Style #5381)	29/174,607 01/21/2003	D 474,879 S 05/27/2003
SHOE BOTTOM (Style #6151)	29/082,175 12/23/1997	D 401,744 S 12/01/1998
SHOE UPPER (Style #6597)	29/126,243 07/10/2000	D 435,959 S 01/09/2001
SHOE BOTTOM (Style #6802)	29/129,282 08/15/2000	D 442,358 S 05/22/2001
SHOE BOTTOM (Style #7413 & #7411)	29/136,028 01/23/2001	D 447,327 S 09/04/2001
SHOE UPPER (Style #8272)	29/124,145 05/31/2000	D 441,942 S 05/15/2001
SHOE UPPER (Style #9771)	29/160,051 05/03/2002	D 468,898 S 01/21/2003
SHOE UPPER EMBODIMENT 1 (Style #9771)	29/165,756 08/16/2002	D 468,522 S 01/14/2003
SHOE UPPER (Style #9860 (adult) and 1817)	29/160,050 05/03/2002	D 467,409 S 12/24/2002
SHOE UPPER EMBODIMENT 1 (Style #9860 (adult) and 1817)	29/165,265 08/15/2002	D 468,521 S 01/14/2003
SHOE UPPER (Style #30214)	29/202,352 03/30/2004	D 495,862 S 09/14/2004
SHOE UPPER BIKER (Style #21511)	29/216,116 10/29/2004	D 513,361 S 01/03/2006
SHOE UPPER (Style #21548)	29/237,392 08/31/2005	N/A

**Schedule A**  
U.S. Patent Applications and Registrations in the name of Skechers U.S.A., Inc. II

<i>Title</i>	<i>Application No./ Application Date</i>	<i>Patent No./ Patent Date</i>
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**Schedule B**  
 U.S. Copyright Applications and Registrations in the name of Skechers U.S.A., Inc. II

<i>Title</i>	<i>Registration No./ Registration Date</i>
SHOE BOX DESIGN . . . ITS THE S (BLUE & GREY)	VA 709-505 12/31/1999
	For a period of 95 Years
4 WHEELERS SKECHERS	TX 5-441-636 01/17/2002
4 WHEELERS SKECHERS	VA 1-108-920 01/17/2002
SHOE BOX TEXT 4 WHEELERS	TX 5-441-637 01/14/2002
SHOE BOX ARTWORK 4 WHEELERS	VA 1-108-919 01/14/2002

**Schedule C**  
**U.S. Trademark Applications and Registrations in the name of Skechers U.S.A., Inc. II**

<i>Mark</i>	<i>Class</i>	<i>Serial No./ Filing Date</i>	<i>Registration No./ Registration Date</i>
STRETCH-FIT BY SKECHERS	25	75/982,506 11/20/2000	2,643,653 10/29/2002
S SKECHERS COMFORT and Design	25	76/313,102 09/10/2001	2,668,481 12/31/2002
SKECHERS	14	78/155,941 08/20/2002	2,789,863 12/02/2003
SKECHERS SPORT	25	78/158,540 08/28/2002	2,734,901 07/08/2003
SKECHERS SPORT	25	78/155,948 08/20/2002	N/A
SKECHERS SPORT	14	78/155,951 08/20/2002	N/A
SKECHERS COLLECTION	25	78/156,800 08/22/2002	2,756,217 08/26/2003
MARK NASON	25	78/170,845 10/03/2002	N/A
THE MARK OF STYLE	25	78/215,972 02/18/2003	2,855,282 06/15/2004
MARK NASON	25	78/975,439 10/03/2002	2,865,769 07/20/2004
ROCK NEVER DIES	25	78/827,737 03/02/2006	N/A
SIREN BY MARK NASON	25	78/847,326 03/27/2006	N/A
SKECHERS BY MICHELLE K (Plain)	25	76/313,104 09/10/2001	2,656,178 12/03/2002



**Schedule C**  
**U.S. Trademark Applications and Registrations in the name of Skechers U.S.A., Inc. II**

<i>Mark</i>	<i>Class</i>	<i>Serial No./ Filing Date</i>	<i>Registration No./ Registration Date</i>
S and Design	25	76/382,751 03/14/2002	2,702,175 04/01/2003
(SLIPPING MAN) Design	25	78/162,384 09/10/2002	2,833,235 04/13/2004
TUFF-AIR	25	78/271,117 07/07/2003	N/A
TUFF S	25	78/311,530 10/09/2003	N/A
S and Design	25	78/336,350 12/04/2003	2,916,380 01/04/2005
LA SUPERSTARS	25	78/427,168 05/28/2004	N/A
SOHO LAB	35	78/461,746 08/04/2004	N/A
SOHO LAB	35	78/975,775 08/04/2004	3,076,820 04/04/2006
SKIEVA	25	78/579,452 03/03/2005	3,059,087 02/14/2006
BIRD 33	25	78/580,750 03/04/2005	N/A
H and Design	25	78/662,663 07/01/2005	N/A
VENTILATOR	25	N/A	N/A
SOHO LAB	25	78/748,762 11/07/2005	N/A

**Schedule C**  
 U.S. Trademark Applications and Registrations in the name of Skechers U.S.A., Inc. II

<i>Mark</i>	<i>Class</i>	<i>Serial No./ Filing Date</i>	<i>Registration No./ Registration Date</i>
Z-STRAP	25	78/760,570 11/23/2005	N/A
AIRATORS	25	78/795,064 01/19/2006	N/A
AERATORS	25	78/795,083 01/19/2006	N/A
HURRICANE	25	78/819991 02/21/2006	N/A
HURRICANE	25	78/820,038 02/21/2006	N/A
H Design	25	78/821,660 02/23/2006	N/A
S Design (Performance S with borders)	25	78/827,361 03/02/2006	N/A
S Design (Performance S with borders)	25	78/827,479 03/02/2006	N/A
S in Shield Design	35	75/557,984 09/23/1998	2,349,542 05/16/2000
S IN SHIELD FLAG Design	25	76/039,129 05/02/2000	2,521,252 12/18/2001
SIXX	25	75/942,023 03/11/2000	N/A
SIXX	25	75/980,297 03/11/2000	2,542,311 02/26/2002
SIXX and Design	25	76/982,046 03/20/2000	2,583,260 06/18/2002

Schedule C  
U.S. Trademark Applications and Registrations in the name of Skechers U.S.A., Inc. II

Mark	Class	Serial No./ Filing Date	Registration No./ Registration Date
SOMETHIN' ELSE FROM SKECHERS	25	76/178,933 12/11/2000	2,750,899 08/12/2003
SOMETHIN' ELSE FROM SKECHERS (Stylized)	25	76/308,061 09/04/2001	N/A
SOMETHIN' ELSE FROM SKECHERS (Stylized)	25	76/313,101 09/10/2001	2,653,976 11/26/2002
SOMETHIN' ELSE FROM SKECHERS (Plain)	25	76/341,730 11/26/2001	3,055,819 01/31/2006
SOMETHIN' ELSE	25	78/298,441 09/10/2003	N/A
SOMETHIN' ELSE	25	78/975,836 N/A	N/A