

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Quiksilver, Inc.		11/12/2008	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	270 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 53**

Property Type	Number	Word Mark
Registration Number:	3455478	
Registration Number:	2748895	MEN WHO RIDE MOUNTAINS
Registration Number:	1454255	
Registration Number:	1783492	
Registration Number:	1844186	
Registration Number:	2432325	
Registration Number:	3246122	
Registration Number:	3304882	
Registration Number:	1262451	
Registration Number:	3399346	
Registration Number:	3134912	QS
Registration Number:	2949773	QUIK
Registration Number:	3506441	QUIKSCIENCE
Registration Number:	0827212	QUIKSILVER

**OP \$1340.00 3455478**

Registration Number:	1431266	QUIKSILVER
Registration Number:	1453205	QUIKSILVER
Registration Number:	1800150	QUIKSILVER
Registration Number:	1844187	QUIKSILVER
Registration Number:	2106684	QUIKSILVER
Registration Number:	2142055	QUIKSILVER
Registration Number:	2147882	QUIKSILVER
Registration Number:	2159110	QUIKSILVER
Registration Number:	2827658	QUIKSILVER
Registration Number:	2934171	QUIKSILVER
Registration Number:	2960687	QUIKSILVER
Registration Number:	3389708	QUIKSILVER
Registration Number:	3477950	QUIKSILVER
Registration Number:	1493193	QUIKSILVER
Registration Number:	3363521	QUIKSILVER
Registration Number:	1803546	QUIKSILVER
Registration Number:	3389680	QUIKSILVER
Registration Number:	2083400	QUIKSILVER ROXY
Registration Number:	2940315	QUIKSILVER ROXY
Registration Number:	3136441	QUIKSILVER EDITION
Serial Number:	78815916	
Serial Number:	78762022	MEN WHO RIDE MOUNTAINS
Serial Number:	78451951	
Serial Number:	78633282	
Serial Number:	77513817	
Serial Number:	78810465	
Serial Number:	78810451	
Serial Number:	78697374	
Serial Number:	78756478	
Serial Number:	78086312	QUIKSILVER
Serial Number:	78314182	QUIKSILVER
Serial Number:	78446974	QUIKSILVER
Serial Number:	78633596	QUIKSILVER
Serial Number:	78578797	QUIKSILVER
Serial Number:	78618407	QUIKSILVER

Serial Number:	77513803	QUIKSILVER
Serial Number:	78917838	QUIKSILVER EDITION
Serial Number:	78808422	QUIKSILVER METHOD
Serial Number:	77536256	QUIKSILVER SUNENERGY

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-7976  
Email: ksolomon@stblaw.com  
Correspondent Name: Mindy M. Lok, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1110
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	11/21/2008

**Total Attachments: 5**  
source=QuikSTSI#page1.tif  
source=QuikSTSI#page2.tif  
source=QuikSTSI#page3.tif  
source=QuikSTSI#page4.tif  
source=QuikSTSI#page5.tif

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of November 12, 2008 is made by Quiksilver, Inc., a Delaware corporation, located at 15202 Graham Street, Huntington Beach, California 92649 (the “Obligor”), in favor of JPMorgan Chase Bank, N.A., a National Banking Association located at 270 Park Avenue, New York, New York, as administrative agent (in such capacity, the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of April 12, 2005 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Obligor, Quiksilver Americas, Inc., a Delaware corporation and subsidiary of Obligor (the “Borrower”), certain other subsidiaries of the Borrower, the Lenders, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, the Obligor, and certain other subsidiaries of the Borrower have executed and delivered a Security Agreement, dated as of April 12, 2005, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in the Trademarks listed on Schedule A hereto, as supplemented from time to time; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

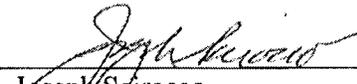
NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor’s right, title and interest in, to and under the Trademarks listed on Schedule A hereto (collectively, the “Collateral”), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this \_\_\_ day of November, 2008.

QUIKSILVER, INC.

By:   
Name: Joseph Scirocco  
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this \_\_\_ day of November, 2008.

QUIKSILVER, INC.

By: \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By:  \_\_\_\_\_  
Name: Mark Cuccinello  
Title: vice president

Trademark Security Agreement

**TRADEMARK**  
**REEL: 003893 FRAME: 0178**

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
FLY EMBROIDERY (DEVICE)	78/815910	2/15/2006	3455478	6/24/2008
MEN WHO RIDE MOUNTAINS	78/112673	3/5/2002	2748895	8/5/2003
MOUNTAIN AND WAVE (DEVICE)	73/595747	4/25/1986	1454255	8/25/1987
MOUNTAIN AND WAVE (DEVICE)	74/247095	2/14/1992	1783492	7/20/1993
MOUNTAIN AND WAVE (DEVICE)	74/372818	3/29/1993	1844186	7/12/1994
MOUNTAIN AND WAVE (DEVICE)	75/979835	10/27/1997	2432325	2/27/2001
MOUNTAIN AND WAVE (DEVICE)	78/456641	7/26/2004	3246122	5/29/2007
MOUNTAIN AND WAVE (DEVICE)	78/978789	5/19/2005	3304882	10/2/2007
OLD MOUNTAIN AND WAVE (DEVICE)	73/284,787	10/31/1980	1262451	12/27/1983
OLD MOUNTAIN AND WAVE (OVAL & DEVICE)	78/335232	12/2/2003	3399346	3/18/2008
QS	78/425777	5/26/2004	3134912	8/29/2006
QUIK	78/184340	11/12/2002	2949773	5/10/2005
QUIKSCIENCE	78/624826	5/6/2005	3506441	9/23/2008
QUIKSILVER	72/247,364	6/6/1966	827212	4/11/1967
QUIKSILVER	73/620283	9/16/1986	1431266	3/3/1987
QUIKSILVER	73/595746	4/25/1986	1453205	8/18/1987
QUIKSILVER	74/247361	2/14/1992	1800150	10/19/1993
QUIKSILVER	74/373178	3/29/1993	1844187	7/12/1994
QUIKSILVER	75/128239	7/1/1996	2106684	10/21/1997
QUIKSILVER	75/164894	9/12/1996	2142055	3/10/1998
QUIKSILVER	75/304259	6/6/1997	2147882	3/31/1998
QUIKSILVER	75/332364	7/29/1997	2159110	5/19/1998
QUIKSILVER	78/126958	5/7/2002	2827658	3/30/2004
QUIKSILVER	78/271083	7/7/2003	2934171	3/15/2005
QUIKSILVER	78/085397	9/25/2001	2960687	6/7/2005
QUIKSILVER	78/452660	7/19/2004	3389708	2/26/2008
QUIKSILVER	78/584055	3/9/2005	3477950	7/29/2008
QUIKSILVER (CORPORATE)	73/661795	5/19/1987	1493193	6/21/1988
QUIKSILVER (NATAS)	78/810404	2/8/2006	3363521	1/1/2008
QUIKSILVER AND MOUNTAIN AND WAVE (DEVICE)	74/246409	2/14/1992	1803546	11/9/1993
QUIKSILVER NATAS AND WAIST PATCH (DEVICE)	78/374169	2/25/2004	3389680	2/26/2008
QUIKSILVER ROXY	75/083964	4/4/1996	2083400	7/29/1997
QUIKSILVER ROXY	76/071940	6/14/2000	2940315	4/12/2005
QUIKSILVEREDITION	78/213626	2/11/2003	3136441	8/29/2006
CENTER BACK WAIST LABEL (DEVICE)	78/815916	2/15/2006		
MEN WHO RIDE MOUNTAINS	78/762022	11/28/2005		
MOUNTAIN AND WAVE (DEVICE)	78/451951	7/16/2004		
MOUNTAIN AND WAVE (DEVICE)	78/633282	5/19/2005		
MOUNTAIN AND WAVE (DEVICE)	77/513817	7/2/2008		
MOUNTAIN AND WAVE PETROGLYPH (DEVICE)	78/810465	2/8/2006		

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
PETROGLYPH (DEVICE)	78/810451	2/8/2006		
PETROGLYPH (DEVICE)	78/697374	8/22/2005		
QUIK PADDLE (DEVICE)	78/756478	11/17/2005		
QUIKSILVER	78/086312	10/1/2001		
QUIKSILVER	78/314182	10/15/2003		
QUIKSILVER	78/446974	7/7/2004		
QUIKSILVER	78/633596	5/19/2005		
QUIKSILVER	78/578797	3/2/2005		
QUIKSILVER	78/618407	4/27/2005		
QUIKSILVER	77/513803	7/2/2008		
QUIKSILVER EDITION	78/917838	6/27/2006		
QUIKSILVER METHOD	78/808422	2/6/2006		
QUIKSILVER SUNENERGY AND MOUNTAIN AND WAVE (DEVICE)	77/536256	7/31/2008		