

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in Trademark Rights

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DC Shoes, Inc		03/31/2009	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<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: UNITED STATES

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2317622	DC
Registration Number:	2427124	DC
Registration Number:	3040219	DC
Registration Number:	3182739	DC FILMS.
Registration Number:	2340040	DC SHOES
Registration Number:	2074045	DCSHOECOUSA
Registration Number:	2449069	DCSHOECOUSA
Registration Number:	3040220	DCSHOECOUSA
Registration Number:	2301091	CD
Registration Number:	3044722	
Serial Number:	77415403	ATHLETE REDEFINED
Serial Number:	77415408	CORE TRAINING
Serial Number:	77609151	CRIBFIT SYSTEM
Serial Number:	78761989	LEAD AND OTHERS WILL FOLLOW

**CH \$390.00 2317622**

Serial Number:

78830584

SEVEN POINT

**CORRESPONDENCE DATA**

Fax Number: (212)836-6337

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2128367319

Email: psomelofske@kayescholer.com

Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP

Address Line 1: 425 Park Avenue

Address Line 2: 16-06

Address Line 4: New York, NEW YORK 10022-3598

ATTORNEY DOCKET NUMBER:

10788-0703

NAME OF SUBMITTER:

Paul J. Somelofske

Signature:

/Paul J. Somelofske/

Date:

04/01/2009

**Total Attachments: 4**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), effective as of March 31, 2009 is made by DC Shoes, Inc., a California corporation, located at 1333 Keystone Way, Unit A, Vista, California 92081 (the "Grantor"), 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"), party to the Credit Agreement, dated as of April 12, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Quiksilver, Inc. ("Quiksilver"), Quiksilver Americas, Inc. (the "Borrower"), the Lenders, the Agent and others.

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, Quiksilver, the Borrower, the Grantor, 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 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor 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 Grantor 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 Grantor 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 Grantor 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 Grantor'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 31<sup>st</sup> day of March, 2009.

DC SHOES, INC.

By: Charles E. Fox  
Name: Charles Fox  
Title: EVP, Secretary

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

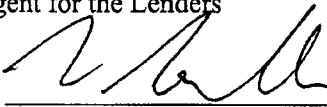
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 31<sup>st</sup> day of March, 2009.

DC SHOES, INC.

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

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

By:  \_\_\_\_\_  
Name: Mark Cucinello  
Title: Vice President

**SCHEDULE A**

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

<b>Country</b>	<b>Mark</b>	<b>Application No.</b>	<b>Registration No.</b>
United States	DC 7 STAR (DEVICE)	75/356,845	2,317,622
United States	DC 7 STAR (DEVICE)	76/016,909	2,427,124
United States	DC 7 STAR (DEVICE)	78/394,374	3,040,219
United States	DC 7 STAR AND FILMS. (DEVICE)	78/623,537	3182739
United States	DC SHOES	75/528,674	2,340,040
United States	DCSHOECOUSA	75/159,095	2,074,045
United States	DCSHOECOUSA (BOLD)	76/003,245	2,449,069
United States	DCSHOECOUSA (BOLD)	78/394,667	3,040,220
United States	ATHLETE REDEFINED	77415403	
United States	CD SOLE SHOE PATTERN (DEVICE)	75/528,623	2,301,091
United States	CD SOLE SHOE PATTERN (DEVICE)	78/408,916	3,044,722
United States	CORE TRAINING	77415408	
United States	CRIBFIT SYSTEM	77609151	
United States	LEAD AND OTHERS WILL FOLLOW	78/761,989	
United States	SEVEN POINT	78/830,584	

Trademark Security Agreement

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**RECORDED: 04/01/2009**

**TRADEMARK  
REEL: 003963 FRAME: 0052**