

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quicksilver, Inc.		03/31/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as administrative agent		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Registration Number:	2211215		
Registration Number:	2220442		
Registration Number:	2081099		
Registration Number:	2765669		
Registration Number:	3048901		
Registration Number:	2855019		
Registration Number:	2902220		
Registration Number:	2907184		
Registration Number:	2960713		
Registration Number:	3207330		
Registration Number:	3497327		
Registration Number:	2978299		
Registration Number:	3584868		
Registration Number:	2228883	ROXY	

900132888

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Registration Number:	2427898	ROXY
Registration Number:	2255435	ROXY
Registration Number:	2375481	ROXY
Registration Number:	2225688	ROXY
Registration Number:	2474406	ROXY
Registration Number:	2297591	ROXY
Registration Number:	3298684	ROXY
Registration Number:	2988186	ROXY
Registration Number:	2992120	ROXY
Registration Number:	2858806	ROXY
Registration Number:	2851891	ROXY
Registration Number:	2809462	ROXY
Registration Number:	2919733	ROXY
Registration Number:	2714839	ROXY
Registration Number:	3542116	ROXY
Registration Number:	3532611	ROXY TEENIE WAHINE
Serial Number:	77322809	GREENPRINT
Serial Number:	78637985	
Serial Number:	78579458	
Serial Number:	77513815	
Serial Number:	77322782	
Serial Number:	75838206	ROXY
Serial Number:	78451895	ROXY
Serial Number:	78702917	ROXY
Serial Number:	78633985	ROXY
Serial Number:	77611510	ROXY
Serial Number:	77513807	ROXY
Serial Number:	77162270	ROXY HEART
Serial Number:	78606446	ROXY LIFE
Serial Number:	77162266	ROXY LOVE
Serial Number:	77585315	ROXYATHLETIX
Serial Number:	77592575	ROXYBRIGHTEDITION

CORRESPONDENCE DATA

Fax Number: (212)836-6337

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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: 5

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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 Quiksilver, Inc., a Delaware corporation, located at 15202 Graham Street, Huntington Beach, California 92649 (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"), parties 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 the Grantor, 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, the Borrower, the Grantor, and certain 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 31st day of March, 2009.

QUIKSILVER, INC.

By: Charles A. Exon
Name: Charles Exon
Title: Secretary

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

By: _____
Name:
Title:

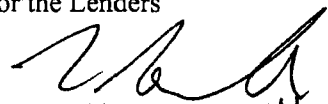
Trademark Security Agreement

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

QUIKSILVER, INC.

By: _____
Name:
Title:

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

By:  _____
Name: Mark Cucinello
Title: Vice President

Trademark Security Agreement

SCHEDULE A

U.S. Trademark Registrations and Applications

Country	Mark	Application No.	Registration No.
United States	GREENPRINT	77/322809	
United States	HEART (DEVICE)	78/637,985	
United States	HEART (DEVICE)	78/579,458	
United States	HEART (DEVICE)	77513815	
United States	HEART (DEVICE)	75/427,518	2211215
United States	HEART (DEVICE)	75/408,137	2220442
United States	HEART (DEVICE)	75/083,965	2081099
United States	HEART (DEVICE)	78/090,919	2765669
United States	HEART (DEVICE)	78/417,698	3048901
United States	HEART (DEVICE)	78/136,547	2855019
United States	HEART (DEVICE)	78/138,297	2902220
United States	HEART (DEVICE)	78/138,293	2907184
United States	HEART (DEVICE)	78/138,305	2960713
United States	HEART (DEVICE)	78/452,141	3207330
United States	HEART (DEVICE)	78980381	3497327
United States	HEART (ROUND & DEVICE)	78/161,355	2978299
United States	LEAF HEART (DEVICE)	77/322782	
United States	MOUNTAIN AND WAVE (DEVICE)	78980816	3584868
United States	ROXY	75/838,206	
United States	ROXY	78/451,895	
United States	ROXY	78/702,917	
United States	ROXY	78/633,985	
United States	ROXY	77611510	
United States	ROXY	77513807	
United States	ROXY	75/473,320	2228883
United States	ROXY	75/612,754	2427898
United States	ROXY	75/466,980	2255435
United States	ROXY	75/829,696	2375481
United States	ROXY	75/408,138	2225688
United States	ROXY	75/838,044	2474406
United States	ROXY	75/466,979	2297591
United States	ROXY	78/272,367	3298684
United States	ROXY	78/336,354	2,988,186
United States	ROXY	78/417,586	2992120
United States	ROXY	78/136,536	2858806
United States	ROXY	78/138,118	2,851,891
United States	ROXY	78/162,154	2809462
United States	ROXY	78/138,129	2919733

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United States	ROXY	75/826,848	2714839
United States	ROXY	78980615	3542116
United States	ROXY HEART	77/162,270	
United States	ROXY LIFE	78/606,446	
United States	ROXY LOVE	77/162,266	
United States	ROXY TEENIE WAHINE	78/891,859	3532611
United States	ROXYATHLETIX	77585315	
United States	ROXYBRIGHTEDITION	77592575	

Trademark Security Agreement

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RECORDED: 04/01/2009

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