

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PACIFIC SUNWEAR OF CALIFORNIA, INC.		12/14/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PS HOLDINGS AGENCY CORP.		
Street Address:	ONE EMBARCADERO CENTER		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77048497	A BY ANISETTE	
CORRESPONDENCE DATA			
Fax Number:	(212)446-4900		
Email:	susan.zablocki@kirkland.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	38310-481		
NAME OF SUBMITTER:	Susan Zablocki		
Signature:	/susan zablocki/		

CH \$40.00 77048497

Date:

12/16/2011

Total Attachments: 4

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AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment" and the Trademark Security Agreement dated as of December 7, 2011 as amended by this Amendment and as may be further amended, supplemented and otherwise modified from time to time, the "Trademark Security Agreement"), dated as of December 14, 2011, is made by the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of PS Holdings Agency Corp. having an office located at One Embarcadero Center, 39th Floor, San Francisco, CA 94111, as collateral agent for the Lenders from time to time party to the Credit Agreement referred to herein (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement dated as of December 7, 2011 in favor of the Agent (including all exhibits and schedules thereto, as the same may be amended, modified and/or restated from time to time, the "Security Agreement"), to grant the Agent a security interest the Trademark Collateral (as defined below) to secure the payment and performance of all its Secured Obligations (as such term is defined in the Security Agreement); and

WHEREAS, the Grantors have acquired additional Trademarks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademarks in favor of the Agent;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Amendment to Schedule 1. Schedule 1 to the Trademark Security Agreement is hereby amended by adding thereto, the Trademarks set forth on Schedule 1, annexed hereto and incorporated herein by reference. Company hereby ratifies the grant of a security interest in and to such Trademarks as provided for in the Security Agreement.

Section 3. Security Agreement. Except as provided herein, all terms and conditions of the Security Agreement remain in full force and effect.

Section 4. Counterparts. This Amendment may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflicts of laws principles thereof, but including Section 5-1401 of the New York General Obligations Law.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.

**PACIFIC SUNWEAR OF CALIFORNIA,
INC., as a Grantor**



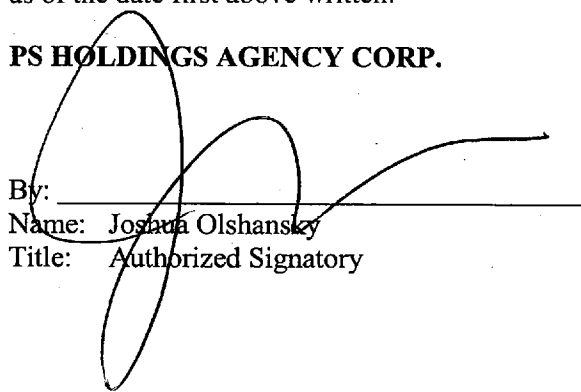
By: _____

Name: *CRAIG E. GOSSETT*

Title: *SVP + Gen Counsel*

ACCEPTED AND AGREED
as of the date first above written:

PS HOLDINGS AGENCY CORP.

By: 
Name: Joshua Olshansky
Title: Authorized Signatory

[Signature Page to Amendment to Trademark Security Agreement]

TRADEMARK
REEL: 004681 FRAME: 0782

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Country	Application No.	Registration No.
A BY ANISETTE	US	77048497	3305527