

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. |          | 12/07/2011     | CORPORATION: CALIFORNIA |

RECEIVING PARTY DATA

|                 |  |
|-----------------|--|
| Name:           | Wells Fargo Bank, National Association |
| Street Address: | One Boston Place, 18th Floor           |
| City:           | Boston                                 |
| State/Country:  | MASSACHUSETTS                          |
| Postal Code:    | 02108                                  |
| Entity Type:    | National Association: UNITED STATES    |

PROPERTY NUMBERS Total: 54

| Property Type        | Number  | Word Mark     |
|----------------------|---------|---------------|
| Registration Number: | 3955310 | 44 MM         |
| Registration Number: | 3338088 | A BY ANISETTE |
| Registration Number: | 3234231 | ANISETTE      |
| Registration Number: | 3086305 |               |
| Registration Number: | 3416953 |               |
| Registration Number: | 3796971 | B             |
| Registration Number: | 3788399 | B BY BULLHEAD |
| Registration Number: | 3916932 | BALLYHOO      |
| Registration Number: | 3835985 | BLACK POPPY   |
| Registration Number: | 3881036 | BLACK POPPY   |
| Registration Number: | 1823809 | BREAKDOWN     |
| Registration Number: | 1833388 | BULLHEAD      |
| Registration Number: | 3559658 | B             |
| Registration Number: | 3296713 | BULLHEAD B    |

OP \$1365.00 3955310

|                      |         |                               |
|----------------------|---------|-------------------------------|
| Registration Number: | 4029752 | CHECK & STRIPE                |
| Registration Number: | 4029714 | CHECK AND STRIPE              |
| Registration Number: | 3289669 | DEMO                          |
| Registration Number: | 3859011 | FF                            |
| Registration Number: | 3883919 | FUTURE FAVORITES              |
| Registration Number: | 3794513 | HEROES & HEATHENS             |
| Registration Number: | 3881246 | ISSUE NO. 1                   |
| Registration Number: | 2893488 | KIRRA                         |
| Registration Number: | 2841810 | KIRRA                         |
| Registration Number: | 2986176 | KIRRA                         |
| Registration Number: | 2990311 | KIRRA                         |
| Registration Number: | 2998305 | KIRRA                         |
| Registration Number: | 3020374 |                               |
| Registration Number: | 2846802 | LILU                          |
| Registration Number: | 4028828 | LILU                          |
| Registration Number: | 3130927 | NOLLIE                        |
| Registration Number: | 3134089 | NOLLIE                        |
| Registration Number: | 3154957 |                               |
| Registration Number: | 3164005 | ONE THOUSAND STEPS            |
| Registration Number: | 3272338 | ONE THOUSAND STEPS            |
| Registration Number: | 3788447 | ON THE BYAS                   |
| Registration Number: | 1613010 | PAC SUN                       |
| Registration Number: | 2429854 | PAC SUN                       |
| Registration Number: | 2044246 | PACIFIC SUNWEAR               |
| Registration Number: | 1978907 | PACIFIC SUNWEAR               |
| Registration Number: | 1611656 | PACIFIC SUNWEAR OF CALIFORNIA |
| Registration Number: | 3520420 | PACLOOT                       |
| Registration Number: | 2579269 | PACSUN.COM                    |
| Registration Number: | 3005969 | R                             |
| Registration Number: | 3020360 | R RE:VERB                     |
| Registration Number: | 3245329 | RE:VERB                       |
| Registration Number: | 3920507 | SOUND AND MATTER              |
| Registration Number: | 2686569 | TILT                          |
| Registration Number: | 3298670 | TILT                          |
| Registration Number: | 3175637 |                               |

|                      |         |               |
|----------------------|---------|---------------|
|                      | 3175638 |               |
| Registration Number: | 3430985 | V             |
| Registration Number: | 3501905 | V VURT        |
| Registration Number: | 3154959 | VURT          |
| Registration Number: | 3800631 | WARP AND WEFT |

**CORRESPONDENCE DATA**

Fax Number: (617)502-4041  
Phone: 6172484041  
Email: rchase@choate.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Rachel Chase  
Address Line 1: Two International Place  
Address Line 2: Choate, Hall & Stewart  
Address Line 4: Boston, MASSACHUSETTS 02110

|                         |              |
|-------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 2009985-0023 |
| NAME OF SUBMITTER:      | Rachel Chase |
| Signature:              | /rsc/        |
| Date:                   | 12/19/2011   |

**Total Attachments: 7**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, supplemented and otherwise modified from time to time, this "**Trademark Security Agreement**"), dated as of December 7, 2011, is made by Pacific Sunwear of California, Inc., a California corporation with an office located at 3450 Miraloma Ave., Anaheim, California 92806 (the "**Grantor**"), in favor of Wells Fargo Bank, National Association, a national banking association having an office located at One Boston Place, 18<sup>th</sup> Floor, Boston, Massachusetts 02108, 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, pursuant to the Credit Agreement, dated as of December 7, 2011 (including all exhibits and schedules thereto, as the same may be amended, modified and/or restated from time to time, the "**Credit Agreement**"), between, among others, the Grantor, the Agent, and the lenders party thereto (the "**Lenders**"), the Lenders have agreed to make extensions of credit to the Borrowers (as defined therein), including the Grantor, upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Security Agreement of even date herewith 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, it is a condition precedent to the effectiveness of the Credit Agreement that the Grantor execute and deliver this Trademark Security Agreement;

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. Grant of Security Interest in Trademarks. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent, for its benefit and the benefit of the other Credit Parties, and grants to Agent, for its benefit and the benefit of the other Credit Parties, a Lien on and security interest in all of its present and future right, title and interest in, to and under the following of the Grantor, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following (collectively, the "**Trademark Collateral**"):

- (a) all of its Trademarks and all Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this document and the Security Agreement, the terms of the Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Licenses subject to a security interest hereunder.


Section 5. Counterparts. This Trademark Security Agreement 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 6. Governing Law. This Trademark Security Agreement 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, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

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

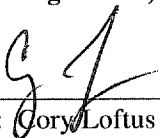
By:  \_\_\_\_\_  
Name: Craig E. Gosselin  
Title: Senior Vice President & General Counsel

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004682 FRAME: 0953**

ACCEPTED AND AGREED  
as of the date first above written:

**Wells Fargo Bank, National Association**

By:  \_\_\_\_\_  
Name: Cory Loftus  
Title: Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004682 FRAME: 0954**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

See attached.



| COUNTRY | MARK NAME                                    | APPLICATION DATE | APPLICATION NUMBER | REGISTRATION DATE | REGISTRATION NUMBER | OWNER  |
|---------|--|------------------|--------------------|-------------------|---------------------|--------|
| US      | 44 mm  | 03/10/2009       | 77687728           | 05/03/2011        | 3965310             | PACSUN |
| US      | A BY ANISETTE (DESIGN)                       | 11/20/2006       | 77047925           | 11/20/2007        | 3338088             | PACSUN |
| US      | ANISETTE                                     | 03/04/2004       | 78378467           | 04/24/2007        | 3234231             | PACSUN |
| US      | ANISETTE (HEART DESIGN)                      | 03/04/2004       | 78378436           | 04/25/2006        | 3086305             | PACSUN |
| US      | ANISETTE (HEART DESIGNS)                     | 02/14/2007       | 77107050           | 04/29/2008        | 3416953             | PACSUN |
| US      | B (LOWER CASE DEVICE)                        | 02/23/2009       | 77676088           | 06/01/2010        | 3796971             | PACSUN |
| US      | B BY BULLHEAD (LOWER CASE DESIGN AND DEVICE) | 02/23/2009       | 77676465           | 05/11/2010        | 3788399             | PACSUN |
| US      | BALLYHOO                                     | 06/25/2010       | 85071772           | 02/08/2011        | 3916932             | PACSUN |
| US      | BLACK POPPY                                  | 05/05/2009       | 77729839           | 08/17/2010        | 3835985             | PACSUN |
| US      | BLACK POPPY (DESIGN AND DEVICE)              | 07/28/2009       | 77791194           | 11/23/2010        | 3881036             | PACSUN |
| US      | BREAKDOWN                                    | 09/30/1992       | 74318848           | 02/22/1994        | 1823809             | PACSUN |
| US      | BULLHEAD                                     | 09/28/1992       | 74317388           | 04/26/1994        | 1833388             | PACSUN |
| US      | BULLHEAD B (B ONLY DESIGN)                   | 09/14/2007       | 77279917           | 01/13/2009        | 3559658             | PACSUN |
| US      | BULLHEAD B (DESIGN AND DEVICE)               | 12/15/2006       | 77065533           | 09/25/2007        | 3296713             | PACSUN |
| US      | CHECK & STRIPE                               | 07/14/2010       | 85084417           | 09/20/2011        | 4029752             | PACSUN |
| US      | CHECK AND STRIPE                             | 06/30/2010       | 85075181           | 09/20/2011        | 4029714             | PACSUN |
| US      | D E M O                                      | 11/21/2006       | 77048864           | 09/11/2007        | 3289669             | PACSUN |
| US      | FF (DEVICE)                                  | 08/13/2009       | 77803930           | 10/12/2010        | 3859011             | PACSUN |
| US      | FUTURE FAVORITES                             | 08/12/2009       | 77803228           | 11/30/2010        | 3883919             | PACSUN |
| US      | HEROES & HEATHENS                            | 03/11/2009       | 77688418           | 05/25/2010        | 3794513             | PACSUN |
| US      | ISSUE NO. 1                                  | 09/21/2009       | 77831076           | 11/23/2010        | 3881246             | PACSUN |
| US      | KIRRA  | 10/01/2003       | 78308218           | 10/12/2004        | 2893488             | PACSUN |
| US      | KIRRA  | 01/22/2003       | 78206080           | 05/11/2004        | 2841810             | PACSUN |
| US      | KIRRA  | 04/07/2003       | 78234644           | 08/16/2005        | 2986176             | PACSUN |
| US      | KIRRA (DESIGN AND DEVICE)                    | 04/07/2003       | 78234683           | 08/30/2005        | 2990311             | PACSUN |
| US      | KIRRA (DESIGN AND DEVICE)                    | 09/02/2004       | 78478188           | 09/20/2005        | 2998305             | PACSUN |
| US      | KIRRA (OVAL DEVICE)                          | 09/02/2004       | 78478221           | 11/29/2005        | 3020374             | PACSUN |
| US      | LILU   | 01/22/2003       | 78205930           | 05/25/2004        | 2846802             | PACSUN |
| US      | LILU   | 02/28/2011       | 85253787           | 09/20/2011        | 4028828             | PACSUN |
| US      | NOLLIE                                       | 09/24/2004       | 78489110           | 08/15/2006        | 3130927             | PACSUN |
| US      | NOLLIE (DESIGN AND DEVICE)                   | 09/24/2004       | 78489184           | 08/22/2006        | 3134089             | PACSUN |
| US      | NOLLIE (LEAF DEVICE)                         | 09/24/2004       | 78489259           | 10/10/2006        | 3154957             | PACSUN |
| US      | ONE THOUSAND STEPS                           | 04/26/2005       | 78616866           | 10/24/2006        | 3164005             | PACSUN |
| US      | ONE THOUSAND STEPS (DESIGN)                  | 08/02/2006       | 78942824           | 07/31/2007        | 3272338             | PACSUN |
| US      | ON THE BYAS                                  | 03/10/2009       | 77687805           | 05/11/2010        | 3788447             | PACSUN |
| US      | PAC SUN                                      | 06/26/1989       | 73808857           | 02/20/2001        | 1613010             | PACSUN |
| US      | PAC SUN                                      | 02/19/2000       | 75923467           | 09/11/1990        | 2429854             | PACSUN |
| US      | PACIFIC SUNWEAR                              | 08/29/1994       | 74567121           | 03/11/1997        | 2044246             | PACSUN |
| US      | PACIFIC SUNWEAR                              | 09/15/1994       | 74573694           | 06/04/1996        | 1978907             | PACSUN |
| US      | PACIFIC SUNWEAR OF CALIFORNIA                | 06/26/1989       | 73809015           | 08/28/1990        | 1611656             | PACSUN |
| US      | PACLOOT                                      | 03/28/2008       | 77434124           | 10/21/2008        | 3520420             | PACSUN |
| US      | PACSUN.COM                                   | 05/07/1999       | 75699267           | 06/11/2002        | 2579269             | PACSUN |
| US      | R (DESIGN)                                   | 08/31/2004       | 78476725           | 10/11/2005        | 3005969             | PACSUN |
| US      | R RE:VERB (DESIGN)                           | 08/31/2004       | 78476684           | 11/29/2005        | 3020360             | PACSUN |
| US      | RE:VERB                                      | 03/04/2004       | 78378702           | 05/22/2007        | 3245329             | PACSUN |

PACIFIC SUNWEAR OF CALIFORNIA, INC. ("PACSUN") - GLOBAL TRADEMARK PORTFOLIO

|    |                            |            |          |            |         |        |
|----|----------------------------|------------|----------|------------|---------|--------|
| US | SOUND AND MATTER           | 06/03/2009 | 77751385 | 02/15/2011 | 3920507 | PACSUN |
| US | TILT                       | 08/06/2001 | 78077788 | 02/11/2003 | 2686569 | PACSUN |
| US | TILT (DESIGN AND DEVICE)   | 04/08/2003 | 78235118 | 09/25/2007 | 3298670 | PACSUN |
| US | TILT POCKET 1 (DEVICE)     | 05/23/2003 | 78253938 | 11/21/2006 | 3175637 | PACSUN |
| US | TILT POCKET 2 (DEVICE)     | 05/23/2003 | 78253945 | 11/21/2006 | 3175638 | PACSUN |
| US | V (DEVICE)                 | 10/09/2007 | 77299981 | 05/20/2008 | 3430985 | PACSUN |
| US | V VURT (DESIGN AND DEVICE) | 08/17/2006 | 78954694 | 09/16/2008 | 3501905 | PACSUN |
| US | VURT                       | 09/24/2004 | 78489460 | 10/10/2006 | 3154959 | PACSUN |
| US | WARP AND WEFT              | 03/10/2009 | 77687625 | 06/08/2010 | 3800631 | PACSUN |