

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM403708

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900381433

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pacific Sunwear of California, LLC		09/07/2016	Limited Liability Company: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	PS Holdings Agency Corp.
<b>Street Address:</b>	One Embarcadero Center, 39th Floor
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94111
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 57**

Property Type	Number	Word Mark
Serial Number:	77687728	44 MM
Serial Number:	77729839	BLACK POPPY
Serial Number:	77791194	BLACK POPPY
Serial Number:	85071772	BALLYHOO
Serial Number:	77803930	FF
Serial Number:	77803228	FUTURE FAVORITES
Serial Number:	85075181	CHECK AND STRIPE
Serial Number:	73808857	PAC SUN
Serial Number:	73809015	PACIFIC SUNWEAR OF CALIFORNIA
Serial Number:	74567121	PACIFIC SUNWEAR
Serial Number:	74573694	PACIFIC SUNWEAR
Serial Number:	75699267	PACSUN.COM
Serial Number:	75923467	PAC SUN
Serial Number:	78489110	NOLLIE
Serial Number:	77687805	ON THE BYAS
Serial Number:	77687625	WARP AND WEFT
Serial Number:	77688418	HEROES & HEATHENS
Serial Number:	77751385	SOUND AND MATTER

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77831076	ISSUE NO. 1
Serial Number:	85084417	CHECK & STRIPE
Serial Number:	77676465	B BY BULLHEAD
Serial Number:	77676088	B
Serial Number:	85202940	BLACK POPPY
Serial Number:	85202945	C&S
Serial Number:	85202981	
Serial Number:	85202985	PACSUN
Serial Number:	85202992	SOUND & MATTER
Serial Number:	85202988	PACSUN
Serial Number:	85202998	WITH LOVE FROM CALIFORNIA
Serial Number:	85203000	WITH LOVE FROM CALIFORNIA
Serial Number:	85253787	LILU
Serial Number:	85204475	DRESS IRRESPONSIBLY
Serial Number:	85331179	WITH LOVE FROM CALIFORNIA
Serial Number:	85202935	BLACK POPPY
Serial Number:	85336693	VELVET THORN
Serial Number:	85336696	A LITTLE MAYHEM
Serial Number:	85393355	LA HEARTS
Serial Number:	85881843	LA
Serial Number:	85555326	BULLHEAD BLACK
Serial Number:	86171374	WITH LOVE FROM CA
Serial Number:	86173824	WITH LOVE FROM CA
Serial Number:	86174978	WITH LOVE FROM CA
Serial Number:	86189630	WITH LOVE FROM CA
Serial Number:	86192242	WITH LOVE FROM CALIFORNIA
Serial Number:	86206668	LA HEARTS
Serial Number:	86200557	BULLHEAD DENIM CO.
Serial Number:	86093433	PACSUN
Serial Number:	86234615	REIGN + STORM
Serial Number:	86414652	LA HEARTS
Serial Number:	86416856	LA HEARTS
Serial Number:	86419281	LA HEARTS
Serial Number:	86685888	VIBE TOWN
Serial Number:	86658396	MYGSOM
Serial Number:	86658389	MYGSOM
Serial Number:	87099939	#ONIT
Serial Number:	87099931	ON IT!

Property Type	Number	Word Mark
Serial Number:	86912582	LA HEARTS

**CORRESPONDENCE DATA**

**Fax Number:** 2124464900

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** susan.zablocki@kirkland.com

**Correspondent Name:** Susan Zablocki

**Address Line 1:** Kirkland & Ellis LLP

**Address Line 2:** 601 Lexington Avenue

**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	38310-541
<b>NAME OF SUBMITTER:</b>	Susan Zablocki
<b>SIGNATURE:</b>	/susan zablocki/
<b>DATE SIGNED:</b>	10/30/2016

**Total Attachments: 7**

source=PacSun (Exit) - TAB \_\_ - Term - IPSA - Trademark Security Agt - PS Holdi#page1.tif

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented and otherwise modified from time to time, this “Trademark Security Agreement”), dated as of September 7, 2016, is made by Pacific Sunwear of California, LLC, a California limited liability company with an office located at 3450 Miraloma Ave., Anaheim, California 92806 (the “Grantor”), in favor of PS Holdings Agency Corp. having an office located at One Embarcadero Center, 39th Floor, San Francisco, CA 94111, as administrative and collateral agent for the Lenders from time to time party to the Credit Agreement referred to herein (in such capacities, the “Administrative Agent”).

## WITNESSETH:

WHEREAS, pursuant to the Term Loan Credit and Guarantee Agreement, dated as of September 7, 2016 (including all exhibits and schedules thereto, as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), between, among others, the Grantor, the Administrative 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 Administrative 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 Administrative 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 grants to Administrative Agent, for its benefit and the benefit of the other Secured Parties, and grants to Administrative Agent, for its benefit and the benefit of the other Secured Parties, a Lien on and continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under the United States trademark registrations and trademark applications (the “Marks”) set forth on Schedule I attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, (iv) rights and privileges arising under applicable Law with respect to such Grantor’s use of any Marks, (v) reissues, continuations, extensions and renewals thereof, (vi) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (vii) rights corresponding thereto throughout the world, and (viii) rights to sue for past, present and future infringements thereof (collectively, the “Trademark Collateral”).

Section 3.      Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative 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.

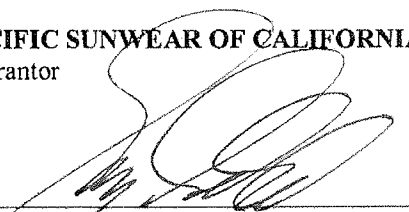
Section 5.      Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. 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, LLC,**  
as Grantor

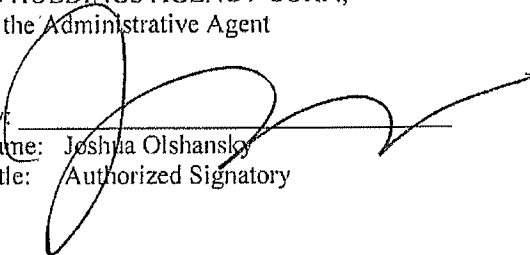
By:   
Name: Gary H. Schoenfeld  
Title: Chief Executive Officer

*[Signature Page to Trademark Security Agreement (Term Loan)]*

**TRADEMARK**  
**REEL: 005902 FRAME: 0850**

**ACCEPTED AND AGREED**  
**AS OF THE DATE FIRST ABOVE WRITTEN:**

PS HOLDINGS AGENCY CORP.,  
as the Administrative Agent

By:   
Name: Joshua Olshansky  
Title: Authorized Signatory

*[Signature Page to Trademark Security Agreement (Term Loan)]*

**SCHEDULE I**  
TO  
TRADEMARK SECURITY AGREEMENT

See attached.



Country	Mark	Application Date	Application Number	Registration Date	Registration Number
US	44 mm	03/10/2009	77687728	05/03/2011	3955310
US	BLACK POPPY	05/05/2009	77729839	08/17/2010	3835985
US	BLACK POPPY (DESIGN AND DEVICE)	07/28/2009	77791194	11/23/2010	3881036
US	BALLYHOO	06/25/2010	85071772	02/08/2011	3916932
US	FF (DEVICE)	08/13/2009	77803930	10/12/2010	3859011
US	FUTURE FAVORITES	08/12/2009	77803228	11/30/2010	3883919
US	CHECK AND STRIPE	06/30/2010	85075181	09/20/2011	4029714
US	PAC SUN	06/26/1989	73808857	09/11/1990	1613010
US	PACIFIC SUNWEAR OF CALIFORNIA	06/26/1989	73809015	08/28/1990	1611656
US	PACIFIC SUNWEAR	08/29/1994	74567121	03/11/1997	2044246
US	PACIFIC SUNWEAR	09/15/1994	74573694	06/04/1996	1978907
US	PACSUN.COM	05/07/1999	75699267	06/11/2002	2579269
US	PAC SUN	02/19/2000	75923467	02/20/2001	2429854
US	NOLLIE	09/24/2004	78489110	08/15/2006	3130927
US	ON THE BYAS	03/10/2009	77687805	05/11/2010	3788447
US	WARP AND WEFT	03/10/2009	77687625	06/08/2010	3800631
US	HEROES & HEATHENS	03/11/2009	77688418	05/25/2010	3794513
US	SOUND AND MATTER	06/03/2009	77751385	02/15/2011	3920507
US	ISSUE NO. 1	09/21/2009	77831076	11/23/2010	3881246
US	CHECK & STRIPE	07/14/2010	85084417	09/20/2011	4029752
US	B BY BULLHEAD (LOWER CASE DESIGN AND DEVICE)	02/23/2009	77676465	05/11/2010	3788399
US	B (LOWER CASE DEVICE)	02/23/2009	77676088	06/01/2010	3796971
US	BLACK POPPY	12/21/2010	85202940	03/27/2012	4119417
US	C & S	12/21/2010	85202945	03/27/2012	4119418
US	KIRRA (DROP DESIGN LOGO)	12/21/2010	85202981	03/27/2012	4119419
US	PACSUN	12/21/2010	85202985	03/27/2012	4119420
US	SOUND & MATTER	12/21/2010	85202992	02/28/2012	4106686
US	PACSUN (STONE DESIGN)	12/20/2010	85202988	03/27/2012	4119421
US	WITH LOVE FROM CALIFORNIA	12/20/2010	85202998	04/10/2012	4126446
US	WITH LOVE FROM CALIFORNIA	12/20/2010	85203000	03/27/2012	4119422
US	LILU	02/28/2011	85253787	09/20/2011	4028828
US	DRESS IRRESPONSIBLY	12/22/2010	85204475	02/28/2012	4106694
US	WITH LOVE FROM CALIFORNIA	05/26/2011	85331179	06/12/2012	4159009
US	BLACK POPPY	12/21/2010	85202935	03/27/2012	4119416
US	VELVET THORN	06/02/2011	85336693	10/23/2012	4230852
US	A LITTLE MAYHEM	06/02/2011	85336696	02/12/2013	4289688
US	BULLHEAD				
US	LA HEARTS	08/09/2011	85393355	02/12/2013	4289780
US	LA HEARTS (DESIGN)	03/20/2013	85881843		
US	BULLHEAD BLACK	02/28/2012	85555326	10/02/2012	4217703
US	WITH LOVE FROM CA	01/21/2014	86171374	09/02/2014	4596566

Country	Mark	Application Date	Application Number	Registration Date	Registration Number
US	WITH LOVE FROM CA	01/23/2014	86173824	09/02/2014	4596625
US	WITH LOVE FROM CA	01/24/2014	86174978	09/02/2014	4596660
US	WITH LOVE FROM CA	02/10/2014	86189630	09/02/2014	4597204
US	WITH LOVE FROM CALIFORNIA	02/12/2014	86192242	09/02/2014	4597209
US	LA HEARTS	02/27/2014	86206668	09/02/2014	4597270
US	BULLHEAD DENIM CO.	02/21/2014	86200557	09/02/2014	4597246
US	PAGSUN	10/16/2013	86093433	05/27/2014	4537517
US	REIGN & STORM	03/27/2014	86234615	05/12/2015	4736530
US	LA HEARTS	10/03/2014	86414652	04/12/2016	4938595
US	LA HEARTS	10/07/2014	86416856		
US	LA HEARTS	10/09/2014	86419281		
US	VIBE TOWN	07/07/2015	86685888		
US	MYGSOM	06/10/2015	86658396	08/16/2016	5020254
US	MYGSOM	06/10/2015	86658389	08/09/216	5015748
US	#ONIT	07/11/2016	87099939		
US	ON IT!	07/11/2016	87099931		
US	LA HEARTS	02/18/2016	86912582		