

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430955

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QS Wholesale LLC		06/08/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	1100 N. Market		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4989327		
Registration Number:	5032084	BOARDRIDERS	
Serial Number:	86068625	MODERN ORIGINALS	
Registration Number:	5079832	MODERN ORIGINALS	
Serial Number:	87042910	QUIKSILVER	
Serial Number:	87042932	T X	
Serial Number:	87062096	MEN WHO RIDE MOUNTAINS	
Serial Number:	87067468	BOARDRIDERS	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>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.</i>			
Phone:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	25333-1-RFS		

CH \$215.00 4989327

NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	06/12/2017
Total Attachments: 7 source=Quiksilver (Bond) - IPSA Supplement (June 2017) (Executed)_ (47382550_1)#page1.tif source=Quiksilver (Bond) - IPSA Supplement (June 2017) (Executed)_ (47382550_1)#page2.tif source=Quiksilver (Bond) - IPSA Supplement (June 2017) (Executed)_ (47382550_1)#page3.tif source=Quiksilver (Bond) - IPSA Supplement (June 2017) (Executed)_ (47382550_1)#page4.tif source=Quiksilver (Bond) - IPSA Supplement (June 2017) (Executed)_ (47382550_1)#page5.tif source=Quiksilver (Bond) - IPSA Supplement (June 2017) (Executed)_ (47382550_1)#page6.tif source=Quiksilver (Bond) - IPSA Supplement (June 2017) (Executed)_ (47382550_1)#page7.tif	

Supplement to IP Security Agreement

SUPPLEMENT NO. 1, dated as of June 8, 2017 (this “Supplement”) to the INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of March 14, 2016, (the “IP Security Agreement”) among each of the Grantors listed on the signature pages thereto (each such subsidiary individually, a “Grantor” and, collectively, the “Grantors”), and Wilmington Trust, National Association, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Notes Secured Parties (as defined in the IP Security Agreement).

SECTION 1. Reference is made to the Indenture dated as of March 14, 2016 (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “Indenture”), among Boardriders S.A. (the “Notes Issuer”), Quiksilver, Inc. (“Parent”), each other Grantor and certain other Subsidiaries of Parent, The Law Debenture Trust Corporation p.l.c., in its capacity as trustee, and Wilmington Trust, National Association, in its capacity as Collateral Agent.

SECTION 2. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the IP Security Agreement.

SECTION 3. Pursuant to Section 5(a) of the IP Security Agreement, within 30 days after the end of each quarter, each Grantor has agreed to deliver to the Collateral Agent a written supplement substantially in the form of this Supplement with respect to any additional Intellectual Property obtained by such Grantor after the date of the IP Security Agreement. The Grantors have identified on Exhibit A, B, and C attached hereto the additional Copyrights, Patents, and Trademarks acquired by such Grantors after the date of the IP Security Agreement. The undersigned Grantors are executing this Supplement in order to facilitate supplemental filings to be made by the Collateral Agent with the United States Copyright Office and the United States Patent and Trademark Office.

Accordingly, the Collateral Agent and the Grantors agree as follows:

(a) (i) Exhibit A of the IP Security Agreement is hereby supplemented, as applicable, by the information set forth in the Exhibit A hereto, (ii) Exhibit B of the IP Security Agreement is hereby supplemented, as applicable, by the information set forth in the Exhibit B hereto, and (iii) Exhibit C of the IP Security Agreement is hereby supplemented, as applicable, by the information set forth in the Exhibit C hereto.

(b) Each Grantor hereby grants to the Collateral Agent, its successors and assigns, (for the benefit of the Notes Secured Parties) a security interest in all of such Grantor’s right, title and interest in, to and under the Intellectual Property set forth in Exhibit A, B, and C. Each Grantor hereby represents and warrants that the information set forth on Exhibit A, B, and C is true and correct as of the date hereof.

(c) This Supplement may be executed in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Supplement by facsimile or other electronic

transmission shall be as effective as delivery of a manually executed counterpart of this Supplement.

SECTION 4. Except as expressly supplemented hereby, the IP Security Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Joinder to be duly executed and delivered by its proper and duly authorized officer as of the date set forth below.

GRANTOR:

QS WHOLESALE, LLC

By: _____

Name: *Greg Healy*

Title: *President*

COLLATERAL AGENT:

WILMINGTON TRUST, NATIONAL
ASSOCIATION

By: _____

Name:

Title:

[Signature Page to IP Supplement]

IN WITNESS WHEREOF, each of the undersigned has caused this Joinder to be duly executed and delivered by its proper and duly authorized officer as of the date set forth below.

GRANTOR:

QS WHOLESALE, LLC

By: _____
Name:
Title:

COLLATERAL AGENT:

WILMINGTON TRUST, NATIONAL
ASSOCIATION

By:  _____
Name: **Jane Schweiger**
Title: **Vice President**

[Signature Page to IP Supplement]

EXHIBIT A

Copyright Registrations and Applications

None.

EXHIBIT B

Patent Registrations and Patent Applications

None.

EXHIBIT C

Trademark Registrations and Applications

Registered Owner of Trademark or Servicemark	Trademark or Servicemark	Country	Reg./App. Number	Reg./App. Date
QS Wholesale, LLC	OLD MOUNTAIN AND WAVE (DEVICE)	U.S.	4989327	6/28/2016
QS Wholesale, LLC	BOARDRIDERS	U.S.	5032084	8/30/2016
QS Wholesale, LLC	MODERN ORIGINALS	U.S.	86068625	9/6/2016
QS Wholesale, LLC	MODERN ORIGINALS	U.S.	5079832	11/8/2016
QS Wholesale, LLC	QUIKSILVER	U.S.	87042910	5/19/16
QS Wholesale, LLC	BOARDRIDERS (DEVICE)	U.S.	87042932	5/19/16
QS Wholesale, LLC	MEN WHO RIDE MOUNTAINS	U.S.	87062096	6/6/16
QS Wholesale, LLC	BOARDRIDERS	U.S.	87067468	6/10/16