

900447922 04/24/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471034

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OCM FIE LLC		04/23/2018	DELAWARE
Limited Liability Company			
RECEIVING PARTY DATA			
Name:	QS Wholesale LLC		
Street Address:	5600 Argosy Circle		
Internal Address:	#100		
City:	Huntington Beach		
State/Country:	CALIFORNIA		
Postal Code:	92649		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	85545216	BOARDRIDERS	
Serial Number:	85673415		
Serial Number:	86068625	MODERN ORIGINALS	
Serial Number:	86068619	MODERN ORIGINALS	
Serial Number:	86401983		
Serial Number:	85771498	QSD	
Serial Number:	78314182	QUIKSILVER	
Serial Number:	86149907	ROXY	
Serial Number:	85878851	TEENIE WAHINE	
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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui		
Address Line 1:	300 N. Lasalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		

CH \$240.00 85545216

ATTORNEY DOCKET NUMBER:	25533-2
NAME OF SUBMITTER:	Raza Siddiqui
SIGNATURE:	/razasiddiqui/
DATE SIGNED:	04/24/2018
Total Attachments: 4 source=OCM FIE Trademark Release (Reel 006065, Frame 0313)#page1.tif source=OCM FIE Trademark Release (Reel 006065, Frame 0313)#page2.tif source=OCM FIE Trademark Release (Reel 006065, Frame 0313)#page3.tif source=OCM FIE Trademark Release (Reel 006065, Frame 0313)#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of 23 April 2018 ("Effective Date") by and between OCM FIE, LLC, a Delaware Limited Liability Company, with its principal office at 333 South Grand Avenue, 28th Floor, Los Angeles CA 90071 ("Grantee"), and QS Wholesale, LLC, a California limited liability company ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain INTELLECTUAL PROPERTY SECURITY AGREEMENT by and between Grantor and Grantee dated February 11, 2016 (the "Trademark Security Agreement"), Grantor granted to Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to all of the trademarks, and registrations of and applications to register the foregoing, (collectively, the "Trademarks"), including, without limitation, the United States trademark registrations and applications set forth on Schedule A attached hereto, together with the goodwill associated therewith;

WHEREAS, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Security Agreement by and between Grantor and Grantee dated February 11, 2016 (the "Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on May 22, 2017, at Reel 006065, Frame 0313;

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests, liens and any other right that may have been granted to Grantee in and to the Trademarks, including, without limitation, the United States trademark registrations and applications set forth on Schedule A attached hereto and all goodwill associated therewith.

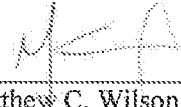
Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register any trademark, or any trade name or assumed name, in each case owned by Grantor other than those Trademarks set forth on Schedules A (attached hereto), in any jurisdiction throughout the world.

Grantee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Release. Grantee authorizes and requests that the PTO note and record the existence of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

OCM FIE, LLC

By: 
Name: Matthew C. Wilson
Title: Authorized Signatory

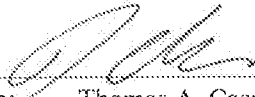
By: _____
Name: Thomas A. Casarella
Title: Authorized Signatory

[Signature Page to Release of Security Interest in Trademarks]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

OCM FIE, LLC

By: _____
Name: Matthew C. Wilson
Title: Authorized Signatory

By:  _____
Name: Thomas A. Casarella
Title: Authorized Signatory

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006320 FRAME: 0130

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

COUNTRY	SERIAL No.	MARK	OWNER
USA	85545216	BOARDRIDERS	QS Wholesale, LLC
USA	85673415	DESIGN	QS Wholesale, LLC
USA	86068625	MODERN ORIGINALS	QS Wholesale, LLC
USA	86068619	MODERN ORIGINALS	QS Wholesale, LLC
USA	86401983	DESIGN	QS Wholesale, LLC
USA	85771498	QSD	QS Wholesale, LLC
USA	78314182	QUIKSILVER	QS Wholesale, LLC
USA	86149907	ROXY	QS Wholesale, LLC
USA	85878851	TEENIE WAHINE	QS Wholesale, LLC