

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493730

| | | | |
|------------------------------------|---|-------------------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PACIFIC SUNWEAR OF CALIFORNIA, LLC | | 10/12/2018 | Limited Liability Company: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | OBSIDIAN AGENCY SERVICES, INC., AS COLLATERAL TRUSTEE | | |
| Street Address: | C/O TENNENBAUM CAPITAL PARTNERS, LLC, 2951 28TH ST. | | |
| Internal Address: | SUITE 1000 | | |
| City: | SANTA MONICA | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90405 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 39 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1611656 | PACIFIC SUNWEAR OF CALIFORNIA | |
| Registration Number: | 1613010 | PAC SUN | |
| Registration Number: | 1978907 | PACIFIC SUNWEAR | |
| Registration Number: | 2044246 | PACIFIC SUNWEAR | |
| Registration Number: | 2429854 | PAC SUN | |
| Registration Number: | 2579269 | PACSUN.COM | |
| Registration Number: | 3130927 | NOLLIE | |
| Registration Number: | 3788447 | ON THE BYAS | |
| Registration Number: | 4106686 | SOUND & MATTER | |
| Registration Number: | 4106694 | DRESS IRRESPONSIBLY | |
| Registration Number: | 4119416 | BLACK POPPY | |
| Registration Number: | 4119417 | BLACK POPPY | |
| Registration Number: | 4119418 | C&S | |
| Registration Number: | 4119419 | | |
| Registration Number: | 4119420 | PACSUN | |
| Registration Number: | 4119421 | PACSUN | |
| Registration Number: | 4119422 | WITH LOVE FROM CALIFORNIA | |
| Registration Number: | 4126446 | WITH LOVE FROM CALIFORNIA | |
| TRADEMARK | | | |

CH \$990.00 1611656

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------|
| Registration Number: | 4159009 | WITH LOVE FROM CALIFORNIA |
| Registration Number: | 4217703 | BULLHEAD BLACK |
| Registration Number: | 4230852 | VELVET THORN |
| Registration Number: | 4289688 | A LITTLE MAYHEM |
| Registration Number: | 4289780 | LA HEARTS |
| Registration Number: | 4439266 | LA |
| Registration Number: | 4537517 | PACSUN |
| Registration Number: | 4596566 | WITH LOVE FROM CA |
| Registration Number: | 4596625 | WITH LOVE FROM CA |
| Registration Number: | 4596660 | WITH LOVE FROM CA |
| Registration Number: | 4597204 | WITH LOVE FROM CA |
| Registration Number: | 4597209 | WITH LOVE FROM CALIFORNIA |
| Registration Number: | 4597246 | BULLHEAD DENIM CO. |
| Registration Number: | 4597270 | LA HEARTS |
| Registration Number: | 4736530 | REIGN + STORM |
| Registration Number: | 4938595 | LA HEARTS |
| Registration Number: | 5015748 | MYGSOM |
| Registration Number: | 5020254 | MYGSOM |
| Registration Number: | 5151621 | LA HEARTS |
| Registration Number: | 5161518 | LA HEARTS |
| Registration Number: | 5291527 | VIBETOWN |

CORRESPONDENCE DATA

Fax Number: 3129021061

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.

Phone: 312-577-8208

Email: alana.hernandez@kattenlaw.com

Correspondent Name: Alana Hernandez c/o Katten Muchin

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Alana Hernandez

SIGNATURE: /Alana Hernandez/

DATE SIGNED: 10/12/2018

Total Attachments: 8

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TRADEMARK

REEL: 006455 FRAME: 0589

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 12, 2018, (this "Trademark Security Agreement") is made by and among the entity listed on the signature pages hereof (the "Grantor"), in favor of Obsidian Agency Services, Inc. ("Obsidian"), as collateral trustee (in such capacity, together with its successors and permitted assigns, "Collateral Trustee") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the First Lien Term Loan and Guarantee Agreement, dated as of October 12, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Loan Parties, the Lenders from time to time party thereto and Cortland Capital Market Services LLC, as Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the First Lien Security Agreement, dated as of October 12, 2018, in favor of Collateral Trustee (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to grant a Lien and security interest in all of its Collateral to secure the Secured Obligations; and

WHEREAS, the Grantor is a party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Collateral Trustee to enter into the Credit Agreement and/or the other Loan Documents, as applicable, to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Collateral Trustee for the benefit of the Secured Parties (as defined in the Credit Agreement) 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 Trademark Collateral. The Grantor, as collateral security for the payment and performance in full of all the Secured Obligations, hereby pledges and grants to the Collateral Trustee for its benefit and for the benefit of the other Secured Parties, a Lien on and a first priority security interest (subject to Liens permitted under the Loan Documents) in and to all of the right, title and interest of the Grantor in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to the Grantor, the goodwill of the business symbolized thereby or associated therewith, and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including, without limitation, the registrations and applications listed on Schedule 1 hereto;

(b) any and all rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks;

(c) any and all reissues, continuations, extensions and renewals thereof;

(d) any and all 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;

(e) rights corresponding thereto throughout the world; and

(f) rights to sue for past, present or future infringements thereof.

Notwithstanding the foregoing, in no event shall any security interest be granted in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

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

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 its 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 hereto in different 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 of this Trademark Security Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Trustee (for the benefit of the Secured Parties) pursuant to this Trademark Security Agreement and the exercise of certain rights or remedies by the Collateral Trustee hereunder are subject to the provisions of the ABL/Term Loan Intercreditor Agreement.

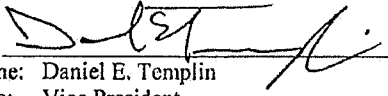
Section 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

[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.

Very truly yours,

PACIFIC SUNWEAR OF CALIFORNIA, LLC,
as Grantor

By: 
Name: Daniel E. Templin
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

OBSIDIAN AGENCY SERVICES, INC.

as Collateral Trustee

By: 

Name: Howard Levkowitz



Title: Chief Executive Officer and President


[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| Mark | Registration Number | Registration Date | Status | Owner |
|---|---------------------|-------------------|----------------------|------------------------------------|
| PACIFIC SUNWEAR OF CALIFORNIA | 1611656 | 8/28/1990 | Registered (Renewed) | Pacific Sunwear of California, LLC |
| PAC SUN | 1613010 | 9/11/1990 | Registered (Renewed) | Pacific Sunwear of California, LLC |
| PACIFIC SUNWEAR | 1978907 | 6/4/1996 | Registered (Renewed) | Pacific Sunwear of California, LLC |
| PACIFIC SUNWEAR | 2044246 | 3/11/1997 | Registered | Pacific Sunwear of California, LLC |
| PAC SUN | 2429854 | 2/20/2001 | Registered (Renewed) | Pacific Sunwear of California, LLC |
| PACSUN.COM | 2579269 | 6/11/2002 | Registered (Renewed) | Pacific Sunwear of California, LLC |
| NOLLIE | 3130927 | 8/15/2006 | Registered (Renewed) | Pacific Sunwear of California, LLC |
| ON THE BYAS | 3788447 | 5/11/2010 | Registered | Pacific Sunwear of California, LLC |
| SOUND & MATTER | 4106686 | 2/28/2012 | Registered | Pacific Sunwear of California, LLC |
| DRESS IRRESPONSIBLY | 4106694 | 2/28/2012 | Registered | Pacific Sunwear of California, LLC |
| BLACK POPPY | 4119416 | 3/27/2012 | Registered | Pacific Sunwear of California, LLC |
| BLACK POPPY | 4119417 | 3/27/2012 | Registered | Pacific Sunwear of California, LLC |
| C & S | 4119418 | 3/27/2012 | Registered | Pacific Sunwear of California, LLC |
| KIRRA (DROP DESIGN LOGO)  | 4119419 | 3/27/2012 | Registered | Pacific Sunwear of California, LLC |
| PACSUN | 4119420 | 3/27/2012 | Registered | Pacific Sunwear of California, LLC |
| PACSUN (STONE DESIGN)  | 4119421 | 3/27/2012 | Registered | Pacific Sunwear of California, LLC |

| Mark | Registration Number | Registration Date | Status | Owner |
|---|---------------------|-------------------|------------|------------------------------------|
| WITH LOVE FROM CALIFORNIA | 4119422 | 3/27/2012 | Registered | Pacific Sunwear of California, LLC |
| WITH LOVE FROM CALIFORNIA | 4126446 | 4/10/2012 | Registered | Pacific Sunwear of California, LLC |
| WITH LOVE FROM CALIFORNIA | 4159009 | 6/12/2012 | Registered | Pacific Sunwear of California, LLC |
| BULLHEAD BLACK | 4217703 | 10/2/2012 | Registered | Pacific Sunwear of California, LLC |
| VELVET THORN | 4230852 | 10/23/2012 | Registered | Pacific Sunwear of California, LLC |
| A LITTLE MAYHEM | 4289688 | 2/12/2013 | Registered | Pacific Sunwear of California, LLC |
| LA HEARTS | 4289780 | 2/12/2013 | Registered | Pacific Sunwear of California, LLC |
| LA HEARTS (DESIGN)  | 4439266 | 11/26/2013 | Registered | Pacific Sunwear of California, LLC |
| PACSUN | 4537517 | 5/27/2014 | Registered | Pacific Sunwear of California, LLC |
| WITH LOVE FROM CA | 4596566 | 9/2/2014 | Registered | Pacific Sunwear of California, LLC |
| WITH LOVE FROM CA | 4596625 | 9/2/2014 | Registered | Pacific Sunwear of California, LLC |
| WITH LOVE FROM CA | 4596660 | 9/2/2014 | Registered | Pacific Sunwear of California, LLC |
| WITH LOVE FROM CA | 4597204 | 9/2/2014 | Registered | Pacific Sunwear of California, LLC |
| WITH LOVE FROM CALIFORNIA | 4597209 | 9/2/2014 | Registered | Pacific Sunwear of California, LLC |
| BULLHEAD DENIM CO. | 4597246 | 9/2/2014 | Registered | Pacific Sunwear of California, LLC |
| LA HEARTS | 4597270 | 9/2/2014 | Registered | Pacific Sunwear of California, LLC |
| REIGN + STORM | 4736530 | 5/12/2015 | Registered | Pacific Sunwear of California, LLC |
| LA HEARTS | 4938595 | 4/12/2016 | Registered | Pacific Sunwear of California, LLC |
| MYGSOM | 5015748 | 8/9/2016 | Registered | Pacific Sunwear of California, LLC |
| MYGSOM | 5020254 | 8/16/2016 | Registered | Pacific Sunwear of California, LLC |
| LA HEARTS | 5151621 | 2/28/2017 | Registered | Pacific Sunwear of California, LLC |

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

| Mark | Registration Number | Registration Date | Status | Owner |
|-----------|---------------------|-------------------|------------|------------------------------------|
| LA HEARTS | 5161518 | 3/14/2017 | Registered | Pacific Sunwear of California, LLC |
| VIBETOWN | 5291527 | 9/19/2017 | Registered | Pacific Sunwear of California, LLC |

2. TRADEMARK APPLICATIONS

None.

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]