

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493898

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST AT REEL/FRAME 4681/0778		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PS Holdings Agency Corp.		10/12/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PACIFIC SUNWEAR OF CALIFORNIA, INC.		
Street Address:	3450 Miraloma Ave.		
City:	Anaheim		
State/Country:	CALIFORNIA		
Postal Code:	92806		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3305527	A BY ANISETTE	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
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		
ATTORNEY DOCKET NUMBER:	45273-2		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	10/15/2018		
Total Attachments: 5			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of October 12, 2018 (“Effective Date”) by and between PS Holdings Agency Corp. (“Agent”), and Pacific Sunwear of California, Inc. (“Grantor”).

WHEREAS, in connection with the Credit Agreement, the Grantor agreed, pursuant to the Security Agreement, to grant the Agent a security interest in the Trademarks (as defined below) to secure the payment and performance of all of its Obligations;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Agent dated December 7, 2011 (as amended by the Amendment to Trademark Security Agreement by and between Grantor and Agent, dated December 14, 2011, the “Trademark Security Agreement”), Grantor granted to Agent a lien on and security interest in all of Grantor’s right, title and interest in and to all of the trademarks, and registrations of and applications to register the foregoing, and all of the trade names and trade styles owned by Grantor (collectively, the “Trademarks”), including, without limitation, the United States trademark registrations and applications set forth on Exhibit A attached hereto, together with the goodwill associated therewith;

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office (“USPTO”) on December 16, 2011, at reel/frame number 4681/0778;

WHEREAS, Grantor has paid all of its outstanding indebtedness to Agent; and

WHEREAS, Agent desires to terminate all such security interests, and to execute and deliver to Grantor all deeds, assignments and other instruments as may be reasonably necessary to release the security interests relating to the Trademarks.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent hereby agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Trademark Security Agreement.

2. Release of Security Interest. The Agent hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests and liens it has in, to and on Trademarks, including, without limitation, the United States trademark registrations and applications set forth on Exhibit A attached hereto, together with the goodwill associated therewith;

3. Representations and Warranties. Agent 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 or application to register any trademark, or any trade name, other than those Trademarks set forth on Exhibit A (attached hereto), in any jurisdiction throughout the world, other than such filings made in the USPTO.

4. Further Assurances. Agent shall, at Grantor’s expense, 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), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Page to Follow]

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized signatory this 12 day of October, 2018.

PS HOLDINGS AGENCY CORP.

By: 

Name: Joshua Olshansky

Title: Authorized Signatory

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006456 FRAME: 0645

Exhibit A

See attached.

Trademark	Country	Application No.	Registration No.
A BY ANISETTE	US	78048497	3385227

Exhibit A

135955526v2