

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM493921

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST AT REEL/FRAME 5902/0845
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PS Holdings Agency Corp.		10/12/2018	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Pacific Sunwear of California, LLC
<b>Street Address:</b>	3450 Miraloma Ave.
<b>City:</b>	Anaheim
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92806
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA

## PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Serial Number:	87099931	ON IT!
Serial Number:	87099939	#ONIT
Serial Number:	86912582	LA HEARTS
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:	3788399	B BY BULLHEAD
Registration Number:	3788447	ON THE BYAS
Registration Number:	3794513	HEROES & HEATHENS
Registration Number:	3796971	B
Registration Number:	3800631	WARP AND WEFT
Registration Number:	3835985	BLACK POPPY
Registration Number:	3859011	FF
Registration Number:	3881036	BLACK POPPY

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Property Type	Number	Word Mark
Registration Number:	3881246	ISSUE NO. 1
Registration Number:	3883919	FUTURE FAVORITES
Registration Number:	3916932	BALLYHOO
Registration Number:	3920507	SOUND AND MATTER
Registration Number:	3955310	44 MM
Registration Number:	4028828	LILU
Registration Number:	4029714	CHECK AND STRIPE
Registration Number:	4029752	CHECK & STRIPE
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
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

Property Type	Number	Word Mark
Registration Number:	5291527	VIBETOWN
<b>CORRESPONDENCE DATA</b>		
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	
<b>Total Attachments: 6</b>		
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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, LLC (“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 September 7, 2016 (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 October 14, 2016, at reel/frame number 5902/0845;

**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: 0670**

Exhibit A

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	4028628
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

Exhibit A

135955526v2



Country	Mark	Application Date	Application Number	Registration Date	Registration Number
US	BULLHEAD	08/09/2011	85393355	02/12/2013	4289780
US	LA HEARTS	03/20/2013	85881843		
US	LA HEARTS (DESIGN)	02/28/2012	85555326	10/02/2012	4217703
US	BULLHEAD BLACK	01/21/2014	86171374	09/02/2014	4596666
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	PACSUN	10/16/2013	86093433	05/27/2014	4537517
US	REIGN & STORM	03/27/2014	86234615	05/12/2015	4736630
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		