

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST AT REEL/FRAME 4735/0426		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION		10/12/2018	NATIONAL ASSOCIATION: UNITED STATES
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: 12			
Property Type	Number	Word Mark	
Registration Number:	3305527	A BY ANISETTE	
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:	4159009	WITH LOVE FROM CALIFORNIA	
Serial Number:	85202947	BLACK POPPY	
Serial Number:	85202970	BLACK POPPY	
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		

CH \$315.00 3305527

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: 4

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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 Wells Fargo Bank, National Association (“Agent”), and Pacific Sunwear of California, Inc. (“Grantor”).

WHEREAS, in connection with the Credit Agreement, the Grantor agreed, pursuant to the Security Agreement and Trademark Security Agreement, dated December 7, 2011 (the “2011 Trademark 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 Secured Obligations;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Agent dated March 9, 2012 (the “2012 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 2012 Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office (“USPTO”) on March 13, 2012, at reel/frame number 4735/0426;

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 2012 Trademark Security Agreement and the 2011 Trademark Security Agreement, as applicable.

2. **Release of Security Interest.** The Agent hereby terminates the 2012 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, without giving effect to the conflicts of laws principles thereof, but including Section 5-1401 of the New York General Obligations Law.

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]

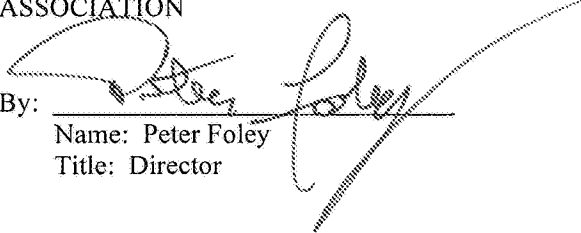
IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized signatory this 12th day of October, 2018.

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____

Name: Peter Foley

Title: Director

A handwritten signature in black ink, appearing to read "Peter Foley", is written over a horizontal line. The signature is stylized and extends to the right of the line.

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006456 FRAME: 0728

Exhibit A

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
A BY ANISETTE	77048497	11/21/06	3305527	10/09/07
BLACK POPPY	85202940	12/21/2010		
BLACK POPPY (DESIGN AND DEVICE)	85202947	12/21/2010		
BLACK POPPY (DESIGN AND DEVICE)	85202970	12/21/2010		
BLACK POPPY	85202935	12/21/2010		
C&S	85202945	12/21/2010		
DRESS IRRESPONSIBLY	85204475	12/22/2010		
KIRRA (DROP DESIGN LOGO)	85202981	12/21/2010		
PACSUN	85202985	12/21/2010		
PACSUN (STONE DESIGN)	85202988	12/21/2010		
SOUND & MATTER	85202992	12/21/2010		
WITH LOVE FROM CALIFORNIA	85331179	12/21/2010		