

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493991

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

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:	Angel Island Originations, LLC
Street Address:	c/o Angel Island Capital Management, LLC
Internal Address:	One Embarcadero Center, Suite 2110
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	Limited Liability Company: DELAWARE

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

TRADEMARK

Property Type	Number	Word Mark
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
Registration Number:	5291527	VIBETOWN

CORRESPONDENCE DATA

Fax Number: 2124464900

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.

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

NAME OF SUBMITTER: Susan Zablocki

SIGNATURE: /susan zablocki/

DATE SIGNED: 10/15/2018

Total Attachments: 8

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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 Angel Island Originations, LLC (“Angel Island”), 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 Second 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 Angel Island, 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 Second 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 second 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,

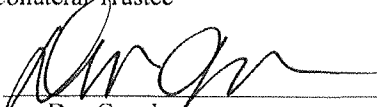
PACIFIC SUNWEAR OF CALIFORNIA, LLC,
as Grantor

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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

ANGEL ISLAND ORIGINATIONS, LLC,
as Collateral Trustee

By: 
Name: Dev Gopalap
Title: President


[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Include Registration Number and Date

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
PAC SUN				
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
PAC SUN	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

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

Mark	Registration Number	Registration Date	Status	Owner
LA HEARTS	5151621	2/28/2017	Registered	Pacific Sunwear of California, LLC
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

Include Application Number and Date

None.

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]