

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577530

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PACIFIC SUNWEAR OF CALIFORNIA, LLC		05/20/2020	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: 3			
Property Type	Number	Word Mark	
Registration Number:	5822557	SALERO SWIM	
Registration Number:	5852219	AMOR Y BESOS	
Registration Number:	5678909	KIRRA	
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:	48749-1		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	05/21/2020		

CH \$90.00 5822557

Total Attachments: 6

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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT, dated as of May 20, 2020 (this "Supplement") 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 amended pursuant to the First Amendment to Second Lien Term Loan and Guarantee Agreement, dated as of April 29, 2020 and as the same may be amended, restated, amended and 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 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, amended and 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;

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

WHEREAS, the Grantor, among others, executed and delivered a Trademark Security Agreement dated as of October 12, 2018, recorded with the United States Patent and Trademark Office (the "USPTO"), in favor of Angel Island, pursuant to which the Grantor pledged, assigned and granted a security interest in certain Trademark Collateral (as defined therein) (the "Original Grant"); and

WHEREAS, the Grantor has developed additional Trademark Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademark Collateral in favor of the Collateral Trustee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Credit Agreement and the other Loan Documents, and the benefits to be derived therefrom, 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 Credit Agreement or Security Agreement, as applicable.

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 I hereto, which hereby supplement the Trademark Collateral referenced on Schedule I of the Original Grant;

(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 Supplement 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 Supplement 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 Supplement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Supplement.

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 Supplement 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.

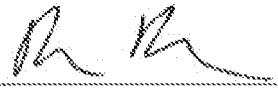
Section 7. Governing Law. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Supplement 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,**
a California limited liability company,
as Grantor

By: 

Name: Russell Bowers
Title: Chief Financial Officer

[2nd Lien - PacSun - Signature Page to Supplement to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

ANGEL ISLAND ORIGINATIONS, LLC

as Collateral Trustee

By: 

Name: Dev Gopalan

Title: President

SCHEDULE I
TO
SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Trademark	Jurisdiction	Application / Registration Number	Filing / Registration Date	Status	Owner
SALERO SWIM	United States	App 87731796 Reg 5822557	App 22-Dec-2017 Reg 30-Jul-2019	Registered	Pacific Sunwear of California, LLC
AMOR Y BESOS	United States	App 87597864 Reg 5852219	App 06-Sep-2017 Reg 03-Sep-2019	Registered	Pacific Sunwear of California, LLC
KIRRA	United States	App 87977848 Reg 5678909	App 30-Aug-2017 Reg 19-Feb-2019	Registered	Pacific Sunwear of California, LLC

TRADEMARK APPLICATIONS

None.