

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651380

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PACIFIC SUNWEAR OF CALIFORNIA, LLC		06/01/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Administrative Agent		
Street Address:	100 Federal Street, 9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90627139	MODERN RENEWAL	
Serial Number:	90619884	BLUE HOUR	
Serial Number:	90255073	PAC CARES	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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>			
Phone:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		
Address Line 1:	1 Federal St		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110-1726		
NAME OF SUBMITTER:	Katarzyna Gaysunas		
SIGNATURE:	/Katarzyna Gaysunas/		
DATE SIGNED:	06/02/2021		
Total Attachments: 4			
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EXECUTION VERSION

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This Supplement to Trademark Security Agreement (this "Supplement") is made as of the 1st day of June, 2021 by **PACIFIC SUNWEAR OF CALIFORNIA, LLC**, a California limited liability company (the "Grantor") in favor of **BANK OF AMERICA, N.A.**, as Administrative Agent (in such capacity, the "Grantee").

WHEREAS, the Grantor, among others, executed and delivered (a) that certain Trademark Security Agreement dated as of July 1, 2014 and recorded on July 7, 2014 at Reel 005317, Frame 0001 with the United States Patent and Trademark Office (the "USPTO") and on July 9, 2014 as file number 289643 with the Canadian Intellectual Property Office ("CIPO"), (the "Existing Grant"), (b) as amended pursuant to that certain First Amendment to Trademark Security Agreement dated August 31, 2015 and recorded on September 1, 2015 at Reel 005612, Frame 0823 with the USPTO and on September 23, 2015 as file number 1704409 with CIPO and further amended pursuant to that certain Second Amendment to Trademark Security Agreement dated March 31, 2017 and recorded on April 24, 2017 at Reel 006041, Frame 0249 with the USPTO and on May 30, 2017 as file number 1771646 with CIPO (together, the "TM Amendments,"), and (c) as supplemented by that certain Joinder and Supplement to Trademark Security Agreement dated October 12, 2018 and recorded on October 12, 2018 at Reel 6455, Frame 0827 with the USPTO and further supplemented by that certain Supplement to Trademark Security Agreement dated May 20, 2020 and recorded on May 21, 2020 at Reel 6944, Frame 0105 with the USPTO (the "TM Supplements", and together with the Existing Grant and the TM Amendments, collectively, the "Original Grant"), in favor of the Grantee, pursuant to which the Grantor pledged, assigned and granted a security interest in certain Trademark Collateral (as defined therein); 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 Grantee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Original Grant.
2. Supplement to Schedule I. Schedule I to the Original Grant is hereby supplemented, but not replaced, by Schedule I-A annexed hereto. For the purposes of clarity, from and after the date hereof, Schedule I-A shall be deemed to include (i) the Trademark Collateral referenced on Schedule I as such Schedule I exists immediately prior to the date hereof (including as supplemented pursuant to the TM Amendments and the TM Supplements), and (ii) the Trademark Collateral referenced on Schedule I-A annexed hereto.
3. Miscellaneous:

- a. Except as provided herein, all terms and conditions of the Original Grant remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.
- b. This Supplement and the Original Grant cover the entire understanding of the parties with respect to the matters set forth herein and supersede all prior discussions and negotiations hereon.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this Supplement to be duly executed as of the date set forth above.

PACIFIC SUNWEAR OF CALIFORNIA,
LLC, as Grantor

By: 
Name: Russell Bowers
Title: Chief Financial Officer

SCHEDULE I-A

Mark	Application Number	Application Date	Status	Owner
MODERN RENEWAL	90627139	06-APR-2021	Pending FILED AS USE APPLICATION	Pacific Sunwear of California, LLC
BLUE HOUR	90619884	01-APR-2021	Pending FILED AS USE APPLICATION	Pacific Sunwear of California, LLC
PAC CARES	90255073	14-OCT-2020	Published	Pacific Sunwear of California, LLC

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