

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM700842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Sunwear of California, LLC		12/30/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Obsidian Agency Services, Inc., as Collateral Trustee		
Street Address:	c/o Tennenbaum Capital Partners, LLC, 2951 28th Street, Suite 1000		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90255073	PACCARES	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	RAQUEL HALEEM C/O KATTEN MUCHIN ROSENMAN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	01/10/2022		
Total Attachments: 6			
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SUPPLEMENT #3 TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT #3 TO TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2021 (this "Supplement") is made by and among the entity listed on the signature pages hereof (the "Grantor"), in favor of Obsidian Agency Services, Inc. ("Obsidian"), 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 First Lien Term Loan and Guarantee Agreement, dated as of October 12, 2018 (as amended pursuant to the First Amendment to First Lien Term Loan and Guarantee Agreement, dated as of April 29, 2020, the Second Amendment to First Lien Term Loan and Guarantee Agreement, dated as of June 1, 2021 and the Third Amendment to First Lien Term Loan and Guarantee Agreement, dated as of the date hereof 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 Cortland Capital Market Services LLC, 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 First 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 Obsidian, 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 first 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.

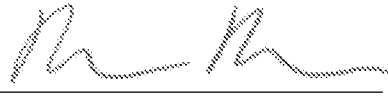
Section 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Trustee (for the benefit of the Secured Parties) pursuant to this Supplement and the exercise of certain rights or remedies by the Collateral Trustee hereunder 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 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

ACCEPTED AND AGREED
as of the date first above written:

OBSIDIAN AGENCY SERVICES, INC.

as Collateral Trustee

By: 
Name: Philip Tseng
Title: Authorized Signatory

[Signature Page to Supplement #3 to Trademark Security Agreement]

TRADEMARK
REEL: 007554 FRAME: 0401

SCHEDULE I
TO
SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Trademark	Database	Application Number	Registration Number	Application Date	Registration Date	Status	Applicant
PACCARES	U.S. Federal	90255073	6409667	14-OCT-2020	06-JUL-2021	REGISTERED	PACIFIC SUNWEAR OF CALIFORNIA, LLC

TRADEMARK APPLICATIONS

None.