TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deckers Outdoor Corporation		08/30/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, National Association, as administrative agent
Street Address:	10 South Dearborn Street, 7th Floor
Internal Address:	Loan and Agency Services Group
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2003
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 93

Property Type	Number	Word Mark
Registration Number:	3050925	UGG
Registration Number:	3050903	UGG
Registration Number:	3050902	UGG
Registration Number:	3050865	UGG
Registration Number:	3360442	UGG
Registration Number:	3061278	UGG
Registration Number:	3390215	AHNU
Registration Number:	3206245	SIMPLE A NICE LITTLE SHOE COMPANY
Registration Number:	3607702	SIMPLE A NICE LITTLE SHOE COMPANY
Registration Number:	3203652	GO.DO.BE.
Registration Number:	3262819	SIMPLE
Registration Number:	3129603	GOOD INK...BETTER PAPER...BEST INTENTIONS
Registration Number:	3163963	TEVA

OP $2340.00 3050925

Registration Number:	3102441	
Registration Number:	3156461	INTERCONTINENTAL PLAYGROUND CHAMPIONSHIPS SIMPLE 2005
Registration Number:	3144468	INTERCONTINENTAL PLAYGROUND CHAMPIONSHIPS SIMPLE 2005
Registration Number:	3102438	
Registration Number:	3166352	UGG
Registration Number:	3166351	UGG
Registration Number:	3166350	UGG
Registration Number:	3412734	UGG
Registration Number:	3154967	GREEN TOE SIMPLE
Registration Number:	3151873	GREEN TOE SIMPLE
Registration Number:	3428054	TEVA
Registration Number:	3624595	
Registration Number:	3834437	M
Registration Number:	3917929	GLOW FROM BELOW
Registration Number:	3770727	MUSH
Registration Number:	3743188	SPILSPAT
Registration Number:	3758750	TRIPLEFIT SYSTEM
Registration Number:	3785618	MOZO
Registration Number:	3591133	DECKERS
Registration Number:	3630108	SHOES THAT SERVE
Registration Number:	3702868	SIMPLE SHOES FOR A HAPPY PLANET
Registration Number:	3768418	SIMPLE SHOES FOR A HAPPY PLANET
Registration Number:	3665696	
Registration Number:	3629939	MOZO
Registration Number:	3825543	
Registration Number:	3636029	
Registration Number:	3509499	PLANET WALKERS
Registration Number:	3455919	QUITELIGHT
Registration Number:	3389522	
Registration Number:	3389521	AHNU
Registration Number:	3445801	ECO SNEAKS
Registration Number:	3056610	CHEF-SHOE!
Registration Number:	2624802	BABY UGGS

Registration Number:	2699476	TEVA
Registration Number:	2506466	
Registration Number:	2615787	TEVA
Registration Number:	2377458	TEVA
Registration Number:	2329271	MUSH
Registration Number:	2576990	M
Registration Number:	2321025	TEVA
Registration Number:	2726157	TSUBO
Registration Number:	2344447	SIMPLE
Registration Number:	2301460	TEVA
Registration Number:	2406569	SPIDER RUBBER
Registration Number:	2314853	
Registration Number:	2062045	TERRA-FI
Registration Number:	2072410	
Registration Number:	2065631	PRETTY RUGGED
Registration Number:	1920965	FREE YOUR FEET. YOUR MIND WILL FOLLOW.
Registration Number:	1875336	ALP BOOTS
Registration Number:	2014052	RIVER RUBBER
Registration Number:	1866458	TERRADACTYL
Registration Number:	1815985	ALP
Registration Number:	1805363	SIMPLE
Registration Number:	1823779	DECKERS
Registration Number:	1460992	ORIGINAL UGG BOOT UGG AUSTRALIA
Registration Number:	1394947	TEVA
Registration Number:	1237456	UGHS
Registration Number:	1086470	DECKERS
Serial Number:	85015465	UGG
Serial Number:	85002644	UGG
Serial Number:	85323395	AHNU
Serial Number:	85078466	NUMENTUM
Serial Number:	85169248	WRAPTOR
Serial Number:	85144349	TEVA
Serial Number:	85144333	MUSH
Serial Number:	77969845	UGG
Serial Number:	77936449	WAIV

	77467220	FREAKS OF NATURE
Serial Number:	77467206	FREAKS OF NATURE
Registration Number:	3075938	Ü
Registration Number:	3169872	SIDEWALK SURFERS
Registration Number:	3900377	THESE ARE NOT SHOES.
Registration Number:	3900378	THESE ARE NOT SHOES. THEY'RE SANDALS
Registration Number:	3783465	VIVO-LIVO
Registration Number:	3926303	VULC-LITE
Registration Number:	3857591	TUBEFLOPS
Serial Number:	85175646	SMILE...PASS IT ON!
Serial Number:	85265216	FOAM-PIT
Serial Number:	85328655	SANUK

CORRESPONDENCE DATA

Fax Number: (312)706-8248
Phone: 3127018352
Email: zbeal@mayerbrown.com, ipdocket@mayerbrown.com, ejpalmer@mayerbrown.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Erick J. Palmer
Address Line 1: P. O. Box 2828
Address Line 4: Chicago, ILLINOIS 606902828

ATTORNEY DOCKET NUMBER:	11185577 PALMER
NAME OF SUBMITTER:	Erick J. Palmer
Signature:	/ejp/
Date:	09/12/2011

Total Attachments: 13
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 30, 2011 (this "Agreement"), is made by DECKERS OUTDOOR CORPORATION, a Delaware corporation (the "Grantor"), in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of August 30, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Deckers Outdoor Corporation, as the Borrower, the Lenders from time to time party thereto and the Administrative Agent, the Lenders have extended Commitments to make Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of August 10, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to Section 7 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest within the United States, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

(a) (i) all registrations and all pending applications in the United States Patent and Trademark Office in connection with all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, whether currently in use or not, within the United States, and (ii) the right to obtain all reissues, extensions or renewals of the

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foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to such Grantor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits);

provided, that so long as the Cost Sharing Agreement shall remain in full force and effect, any right to use outside of the United States the Grantor's Intellectual Property that is subject to the Cost Sharing Agreement shall not be included in the Trademark Collateral.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Waiver, etc. The Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Liabilities, this Agreement and the Security Agreement and any requirement that any Secured Party protect, secure, perfect or insure any Lien, or any property subject thereto, or exhaust any right or take any action against any Grantor or any other Person (including any other Grantor) or entity or any Collateral securing the Liabilities, as the case may be. As provided below, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

SECTION 5. Release of Liens; Termination of Agreement. Upon (a) the disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the date (the "Termination Date") on which Obligations have been paid in full, the Commitments have been cancelled or terminated and all outstanding Letters of Credit shall have expired or been cancelled, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party. Upon

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the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of the Borrower. Upon any such permitted transaction or termination, the Administrative Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article IX thereof.

SECTION 8. Governing Law, Entire Agreement, etc. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 10. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

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IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

DECKERS OUTDOOR CORPORATION

By: _____

Name: Angel Martinez

Title: Chief Executive Officer

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name: Keith F. Winzenried
Title: Credit Executive

SCHEDULE I

List of U.S. Trademarks

	Serial Number	Reg. Number	Mark
1	85015465		UGG
2	85002644		UGG
3	85323395		AHNU
4	85078466		NUMENTUM
5	85169248		WRAPTOR
6	85144349		TEVA
7	85144333		MUSH
8	78976129	3050925	UGG
9	78686857	3050903	UGG
10	78686794	3050902	UGG
11	78620184	3050865	UGG
12	78551479	3360442	UGG
13	78976555	3061278	UGG
14	78941963	3390215	AHNU
15	78866690	3206245	Simple a nice little shoe company

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	Serial Number	Reg. Number	Mark
16	78852470	3607702	Simple a nice little shoe company
17	78722989	3203652	GO.DO.BE.
18	78709641	3262819	SIMPLE
19	78705895	3129603	GOOD INK...BETTER PAPER...BEST INTENTIONS
20	78589234	3163963	TEVA
21	78587497	3102441	
22	78580580	3156461	INTERCONTINENTAL PLAYGROUND CHAMPIONSHIPS SIMPLE 2005 Simple 2005
23	78580405	3144468	INTERCONTINENTAL PLAYGROUND CHAMPIONSHIPS SIMPLE 2005 Simple 2005

	Serial Number	Reg. Number	Mark
24	78580184	3102438	
25	78551472	3166352	UGG
26	78551465	3166351	UGG
27	78551461	3166350	UGG
28	78551441	3412734	UGG
29	78494654	3154967	
30	78494647	3151873	
31	78477826	3428054	TEVA
32	77969845		UGG
33	77976937	3624595	

	Serial Number	Reg. Number	Mark
34	77936449		
35	77905241	3834437	
36	77869632	3917929	GLOW FROM BELOW
37	77804629	3770727	MUSH
38	77602006	3743188	SPILSPAT
39	77601987	3758750	TRIPLEFIT SYSTEM
40	77574517	3785618	MOZO
41	77547433	3591133	DECKERS
42	77522767	3630108	SHOES THAT SERVE
43	77519156	3702868	SIMPLE SHOES FOR A HAPPY PLANET
44	77519127	3768418	Simple shoes for a happy planet
45	77487546	3665696	
46	77477151	3629939	MOZO
47	77467220		FREAKS OF NATURE
48	77467206		FREAKS OF NATURE

	Serial Number	Reg. Number	Mark
49	77287252	3825543	
50	77280103	3636029	
51	77192202	3509499	PLANET WALKERS
52	77117627	3455919	QUITELIGHT
53	77069964	3389522	
54	77069953	3389521	ahnu
55	77039773	3445801	ECO SNEAKS
56	76613927	3056610	CHEF-SHOE!
57	76346080	2624802	BABY UGGS
58	76238323	2699476	TEVA

	Serial Number	Reg. Number	Mark
59	76166130	2506466	
60	75982232	2615787	
61	75782992	2377458	TEVA
62	75667953	2329271	MUSH
63	75638169	2576990	
64	75603303	2321025	
65	75506228	2726157	TSUBO
66	75438167	2344447	SIMPLE
67	75423488	2301460	TEVA
68	75274683	2406569	SPIDER RUBBER

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	Serial Number	Reg. Number	Mark
69	75249238	2314853	
70	74692017	2062045	TERRA-FI
71	74678065	2072410	
72	74672712	2065631	PRETTY RUGGED
73	74480488	1920965	FREE YOUR FEET. YOUR MIND WILL FOLLOW.
74	74479552	1875336	ALP BOOTS
75	74424373	2014052	RIVER RUBBER
76	74375642	1866458	TERRADACTYL
77	74372141	1815985	ALP
78	74233682	1805363	SIMPLE
79	74175598	1823779	DECKERS DECKERS

	Serial Number	Reg. Number	Mark
80	73571139	1460992	ORIGINAL UGG BOOT AUSTRALIA
81	73502548	1394947	TEVA
82	73340604	1237456	UGHS
83	73081884	1086470	Deckers
84	78492298	3075938	
85	78583659	3169872	SIDEWALK SURFERS
86	85043177	3900377	THESE ARE NOT SHOES
87	85043186	3900378	THESE ARE NOT SHOES. THEY'RE SANDALS
88	77856222	3787465	sanuk
89	85175646		SMILE...PASS IT ON!
90	77721335	3926303	VULC-LITE
91	77647488	3857591	TUBEFLOPS
92	85265216		FOAM PIT
93	85328655		SANUK

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