

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
QuikSilver Americas, Inc.	10/27/2010
QuikSilver, Inc.	10/27/2010
DC Shoes, Inc.	10/27/2010
Mervin Manufacturing, Inc.	10/27/2010

RECEIVING PARTY DATA

Name:	Bank of America, N.A., Collateral Agent
Street Address:	100 Federal Street
Internal Address:	9th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110

PROPERTY NUMBERS Total: 30

Property Type	Number
Patent Number:	6135486
Patent Number:	7174574
Patent Number:	6665878
Patent Number:	7665148
Patent Number:	D571551
Patent Number:	D620695
Patent Number:	D620694
Patent Number:	6189172
Patent Number:	6766599
Patent Number:	7010823
Patent Number:	6409486
Patent Number:	6409487

PATENT

501356663

REEL: 025411 FRAME: 0398

CH \$1200.00 6135486

Patent Number:	6638038
Patent Number:	7001160
Patent Number:	7665231
Patent Number:	7430817
Patent Number:	6931768
Patent Number:	7191550
Patent Number:	7230883
Patent Number:	7200901
Application Number:	12474220
Application Number:	61223458
Application Number:	12167939
Application Number:	12014583
Application Number:	11744509
Application Number:	61082172
Application Number:	12506071
Application Number:	11853580
Application Number:	11743093
Application Number:	12187328

CORRESPONDENCE DATA

Fax Number: (703)519-1821
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-415-1555
 Email: mail@specializedpatent.com
 Correspondent Name: Christopher E. Kondracki
 Address Line 1: 1725 Duke Street
 Address Line 2: Suite 530
 Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	1010810
NAME OF SUBMITTER:	Christopher E. Kondracki

Total Attachments: 8
 source=Quicksilver PAT#page1.tif
 source=Quicksilver PAT#page2.tif
 source=Quicksilver PAT#page3.tif
 source=Quicksilver PAT#page4.tif
 source=Quicksilver PAT#page5.tif
 source=Quicksilver PAT#page6.tif
 source=Quicksilver PAT#page7.tif
 source=Quicksilver PAT#page8.tif

PATENT

REEL: 025411 FRAME: 0399

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (this "Patent Security Agreement"), dated as of October 27, 2010, by and among (a) QUIKSILVER AMERICAS, INC., a California corporation located at 15202 Graham Street, Huntington Beach, California 92649 (the "Borrower"), (b) QUIKSILVER, INC., a Delaware corporation located at 15202 Graham Street, Huntington Beach, California 92649, (c) DC SHOES, INC., a California corporation located at 1333 Keystone Way, Vista, California 92081, and (d) MERVIN MANUFACTURING, INC., a California corporation located at 155 Business Park Loop, Sequim, Washington 98382 (each such Person, individually, a "Guarantor" and, collectively, the "Guarantors") (the Borrower and the Guarantors are hereinafter referred to, individually, as a "Grantor" and, collectively, as the "Grantors"), and (e) BANK OF AMERICA, N.A., a national banking association located at 100 Federal Street, 9th Floor, Boston, Massachusetts 02110, as collateral agent (in such capacity, the "Collateral Agent") for its own benefit and the benefit of the other Credit Parties (as defined in the Credit Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Term Loan Agreement, dated as of the date hereof (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "Credit Agreement") by and among (i) Quiksilver Americas, Inc., a California corporation, as the borrower (in such capacity, the "Borrower"), (ii) Quiksilver, Inc., a Delaware corporation, (iii) the Lenders from time to time party thereto, and (iv) Bank of America, N.A., as Administrative Agent and Collateral Agent;

WHEREAS, reference is also made to that certain Guaranty, dated as of the date hereof (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "Guaranty"), executed by the Guarantors party thereto in favor of the Administrative Agent pursuant to which each such Guarantor guarantees the payment and performance of the Guaranteed Obligations (as defined in the Guaranty);

WHEREAS, the obligations of the Lenders to make Loans under the Credit Agreement are conditioned upon, among other things, the execution and delivery by the Grantors of (i) that certain Security Agreement, dated as of the date hereof (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "Security Agreement"), by and among the Grantors party thereto and the Collateral Agent, pursuant to which each Grantor party thereto grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a security interest in and to the Collateral, (ii) that certain Intellectual Property Security Agreement, dated as of the date hereof (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "IP Security Agreement") and (iii) a Patent Security Agreement in the form hereof, pursuant to which each Grantor grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a security interest in and to the Patent Collateral, in order to secure the Secured Obligations (together with the Security Agreement and the IP Security Agreement, the "Security Agreements").

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Patent Security Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Collateral Agent, on its own behalf and on behalf of the other Credit Parties, hereby agree as follows:

SECTION 1. Defined Terms. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the IP Security Agreement or, if not defined in the IP Security Agreement, the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. In furtherance and as confirmation of the Security Interest granted by each of the Grantors to the Collateral Agent, its successors and assigns, for its own benefit and the benefit of the other Credit Parties, under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of its respective Secured Obligations, each Grantor hereby ratifies such Security Interest and grants to the Collateral Agent, its successors and assigns, for its own benefit and the benefit of the other Credit Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following property of each Grantor whether now owned or now due, or in which any Grantor has an interest now, or hereafter acquired, arising, or to become due, or which any Grantor obtains any interest and all products, Proceeds, substitutions, Accessions of or to the following property (collectively, the "Patent Collateral"):

(a) all patents and applications for patents issued or pending under the laws of the United States, any other country, or any political subdivision thereof, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues, continuations, continuations-in-part, extensions, and reexaminations of said patents including the patents and patent applications listed on EXHIBIT A annexed hereto and made a part hereof;

(b) all agreements to which a Grantor is a party, whether written or oral, providing for the grant by or to any Grantor of any right under any Patent;

(c) all renewals of any of the foregoing;

(d) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including payments under all Patent Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations, dilutions or other violations thereof;

(e) the right to sue for past, present and future infringements, misappropriations, dilutions or other violations of any of the foregoing, and any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit); and

(f) all of the Grantors' rights of priority and protection corresponding to any of the foregoing throughout the world;

provided, however, that the Patent Collateral shall not include, and the Security Interest and the security interest granted hereunder shall not attach to, (a) any lease, license, contract or agreement to which any Grantor is a party (including any of its rights or interests thereunder) or any asset or property rights of such Grantor of any nature to the extent that the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor under such lease, license, contract, agreement, asset or property right or result in such Grantor's loss of use of such asset or property right or (ii) a breach or termination pursuant to the terms of such lease, license, contract or agreement, or a default under, any such lease, license, contract, agreement or property right (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable Law (including any Debtor Relief Law) or principles of equity), and (b) any lease, license, contract, or agreement to which any Grantor is a party (including any of its rights or interests

thereunder) or any asset or property right of any nature to the extent that any applicable Law prohibits the creation of a security interest thereon (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable Law (including any Debtor Relief Law) or principles of equity).

SECTION 3. Security Agreement. It is intended that the security interest granted pursuant to this Patent Security Agreement is granted as a supplement to, and not in limitation of, the Security Interest granted to the Collateral Agent, for its own benefit and the benefit of the other Credit Parties, under the Security Agreement. All provisions of the Security Agreement (including the rights, remedies, powers, privileges and discretions of the Collateral Agent thereunder) shall apply to the Patent Collateral. In the event of a conflict between this Patent Security Agreement and the Security Agreements, the terms of the IP Security Agreement shall control with respect to the Patent Collateral and with respect to the IP Collateral.

SECTION 4. Termination; Release of Patent Collateral.

(a) Any Lien upon any Patent Collateral will be released automatically if the Patent Collateral constitutes property being sold, transferred or disposed of in a Permitted Disposition (other than a Disposition made pursuant to clause (b) or (e) of the definition of Permitted Disposition).

(b) Except for those provisions which expressly survive the termination hereof, this Patent Security Agreement and the security interest granted herein shall automatically terminate upon the termination of the IP Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in counterparts (and by different parties hereto on 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 Patent Security Agreement by telecopy or e-mail shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 6. Governing Law. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens, security interests and pledges granted to the Collateral Agent pursuant to this Patent Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Patent Security Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Patent Security Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS

Borrower:

QUIKSILVER AMERICAS, INC.

By: Charles S. E

Name:

Title:

QUIKSILVER, INC.

By: Charles S. E

Name:

Title:

DC SHOES, INC.

By: Charles S. E

Name:

Title:

MERVIN MANUFACTURING, INC.

By: Charles S. E

Name:

Title:

Signature Page to Patent Security Agreement

COLLATERAL AGENT:

BANK OF AMERICA, N.A.

By: 

Name: Stephen Garvin

Title: Managing Director

Signature Page to Patent Security Agreement

PATENT
REEL: 025411 FRAME: 0404

EXHIBIT A to Intellectual Property Security Agreement

Patents and Patent Applications

Title	Patent No.	Application No.	Jurisdiction	Holder
Apparatus For Securing And Adjusting A Watch Strap		12/474,220	U.S.	Quiksilver, Inc.
Footwear Mounting System	6,135,486	09/314,598	U.S.	Quiksilver, Inc.
Footwear Sole with a Removable Heel Insert		12/187,328	U.S.	Quiksilver, Inc.
Garment With Improved Fly Closure	7,174,574	10/865,072	U.S.	Quiksilver, Inc.
Heated Vest		61/223,458	U.S.	Quiksilver, Inc.
Jacket With Head Sock And Storage Pocket	6,665,878	10/340,471	U.S.	DC Shoes, Inc.
Minimal Seamed Fitted Garment	7,665,148	10/516,850	U.S.	Quiksilver, Inc.
Outsole And Midsole For A Shoe	D571,551	29/261,062	U.S.	DC Shoes, Inc.
Outsole And Midsole For A Shoe	D620,695	29/320,204	U.S.	DC Shoes, Inc.
Outsole And Midsole For A Shoe	D620,694	29/320,203	U.S.	DC Shoes, Inc.
Removable Liner And Inflatable Bladder For Snowboard Boots And Method Of Manufacture	6,189,172	09/484,130	U.S.	DC Shoes, Inc.
Removable Liner And Inflatable Bladder For Snowboard Boots And Method Of Manufacture	6,766,599	09/789,426	U.S.	DC Shoes, Inc.

Removable Liner And Inflatable Bladder For Snowboard Boots And Method Of Manufacture	7,010,823	10/898,768	U.S.	DC Shoes, Inc.
Shoe with Inflatable Bladder and Secure Deflation Valve	6409486	09/660,265	U.S.	DC Shoes, Inc.
Shoe with Inflatable Bladder and Secure Deflation Valve	6409487	09/738,947	U.S.	DC Shoes, Inc.
Shoe with Inflatable Bladder and Secure Deflation Valve	6638038	10/180,425	U.S.	DC Shoes, Inc.
Shoe with Inflatable Bladder and Secure Deflation Valve	7001160	10/695,300	U.S.	DC Shoes, Inc.
Shorts Comprising A Waistband With A Self Gripping Strip		12/167,939	U.S.	DC Shoes, Inc.
Single Lace Boot With Multiple Compression Zones		12/014,583	U.S.	DC Shoes, Inc.
Skateboard Shoe	7,665,231	12/243,918	U.S.	DC Shoes, Inc.
Skateboard Shoe	7,430,817	11/282,559	U.S.	DC Shoes, Inc.
Skateboard Shoe With Sole Of Varying Hardness	6,931,768	10/125,827	U.S.	DC Shoes, Inc.
Skateboard Shoe With Sole Of Varying Hardness	7,191,550	11/208,139	U.S.	DC Shoes, Inc.
Snowboard		11/744,509	U.S.	Mervin Manufacturing, Inc.
Sole with varying hardness		61/082,172	U.S.	DC Shoes, Inc.
Skateboard Shoes		12/506,071	U.S.	DC Shoes, Inc.
Tide Display Device		11/853,580	U.S.	Quiksilver, Inc.
Tide Display Device	7,230,883	11/053,162	U.S.	Quiksilver, Inc.
Tide Display Device (CIP)		11/743,093	U.S.	Quiksilver, Inc.
Zipper Securing Devices	7,200,901	10/849,278	U.S.	Quiksilver, Inc.

[Exhibit A to Patent Security Agreement]

[Exhibit A to Patent Security Agreement]