

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2612131

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN PATENTS RECORDED AT REEL/FRAME 030812/0641										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>WELLS FARGO BANK, N.A., AS COLLATERAL AGENT</td> <td>10/07/2013</td> </tr> </tbody> </table>		Name	Execution Date	WELLS FARGO BANK, N.A., AS COLLATERAL AGENT	10/07/2013						
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WELLS FARGO BANK, N.A., AS COLLATERAL AGENT	10/07/2013										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>MERVIN MANUFACTURING, INC.</td> </tr> <tr> <td>Street Address:</td> <td>701 N. 34TH STREET, SUITE 100</td> </tr> <tr> <td>City:</td> <td>SEATTLE</td> </tr> <tr> <td>State/Country:</td> <td>WASHINGTON</td> </tr> <tr> <td>Postal Code:</td> <td>98103</td> </tr> </table>		Name:	MERVIN MANUFACTURING, INC.	Street Address:	701 N. 34TH STREET, SUITE 100	City:	SEATTLE	State/Country:	WASHINGTON	Postal Code:	98103
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CORRESPONDENCE DATA											
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ATTORNEY DOCKET NUMBER:	108712-0058-003 PAT ASSIG										
NAME OF SUBMITTER:	BRANDAN L. STILL										
Signature:	/Brandan L. Still/										

Date:

11/12/2013

**Total Attachments: 4**

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**PARTIAL RELEASE OF SECURITY INTEREST IN PATENTS**

**(Patent Security Agreement)**

Date: October 7, 2013

WHEREAS, the undersigned, Wells Fargo Bank, National Association (the "*Collateral Agent*"), is the collateral agent for the benefit of the Notes Secured Parties (as defined in the Agreement referred to below) under that certain Patent Security Agreement, dated as of July 16, 2013 by and among QS Wholesale, Inc., a California corporation ("*QS Wholesale*"), Quiksilver, Inc., a Delaware corporation ("*Quiksilver*"), DC Shoes, Inc., a California corporation, Hawk Designs, Inc., a California corporation, Mervin Manufacturing, Inc., a California corporation ("*Mervin*"), QS Retail, Inc., a California corporation (collectively the "*Grantors*"), and the Collateral Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "*Agreement*"), which was recorded with the United States Patent and Trademark Office on July 16, 2013, at Reel 030812 and Frame 0641. All capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

WHEREAS, Mervin is a wholly-owned subsidiary of QS Wholesale;

WHEREAS, Quiksilver and QS Wholesale, as the Seller, have entered into that certain Stock Purchase Agreement, dated as of October 22, 2013 (the "*Purchase Agreement*") with Extreme Holdings, Inc., a Delaware corporation, as the Buyer (the "*Buyer*") pursuant to which, *inter alia*, QS Wholesale has agreed to sell to the Buyer all of the issued and outstanding Equity Interests in Mervin; and

WHEREAS, in connection with the Purchase Agreement, QS Wholesale has requested that that the Collateral Agent release, discharge fully and reassign to Mervin its interest in the Patents set forth in Schedule A annexed hereto (the "*Specified Patents*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent on behalf of the Notes Secured Parties does hereby (i) release and discharge fully any and all liens and security interests (including the Security Interest as defined in the Security Agreement) it may have in and to the Specified Patents expressly identified in Schedule A, and (ii) reassign to Mervin, without any representation or warranty, any and all of the Collateral Agent's or Notes Secured Parties' right, title or interest in and to such Specified Patents.

The Collateral Agent hereby authorizes and requests that the United States Patent and Trademark Office note and record the present Partial Release of Security Interest in Patents.

Except for the release of Specified Patents specifically identified on Schedule A attached hereto, all terms and provisions of the Agreement shall remain in full force and effect. Except as set forth herein, nothing contained herein shall in any way impair the validity or enforceability of the Agreement, as modified hereby, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein. **Any lien and/or security interest granted pursuant to the Agreement or the Security Agreement shall remain unchanged and in full force and effect except as specifically**

**released hereby and shall continue to secure the payment and performance of all of the Secured Obligations.**


Upon at least two (2) Business Days' prior written request by a Grantor, the Collateral Agent shall execute such documents as may be necessary to evidence the releases set forth herein; provided, however, that the Collateral Agent shall not be required to execute any such document on terms which, in its reasonable opinion, would, under applicable law, expose the Collateral Agent to liability or create any obligation or entail any adverse consequence other than the release of such lien without recourse or warranty.

**THIS PARTIAL RELEASE OF SECURITY INTEREST IN PATENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

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IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Partial Release of Security Interest in Patents as of the date above first written.

**Wells Fargo Bank, National Association, as  
Collateral Agent**

By: 

Name: Richard Prokosch  
Title: Vice President

**SCHEDULE "A"**

	Patent	Application Number	Registration Number	Record Owner/Inventor
1.	Snowboard	11744509	7823892	Mervin Manufacturing, Inc.
2.	Snowboard	12888227	8511704	Mervin Manufacturing, Inc.