## 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
QuikSilver Americas, Inc.		10/27/2010	CORPORATION: CALIFORNIA
DC Shoes, Inc.		10/27/2010	CORPORATION: CALIFORNIA
Hawk Designs, Inc.		10/27/2010	CORPORATION: CALIFORNIA
Mervin Manufacturing, Inc.		10/27/2010	CORPORATION: CALIFORNIA

## 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
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 170

Property Type	Number	Word Mark
Registration Number:	2952898	5 4 3 2 1
Registration Number:	3492595	ANDASKA
Registration Number:	2792932	BENT METAL
Registration Number:	2001639	BOARDRIDERS CLUB
Registration Number:	3595558	BOARDRIDERS CLUB
Registration Number:	2301091	CD
Registration Number:	3044722	
Registration Number:	3359783	
Registration Number:	3589099	
Registration Number:	3687566	CHICKEN JAM
Registration Number:	2631958	
ir	71	TOADEMADE

**REEL: 004409 FRAME: 0816** 

TRADEMARK

Registration Number:	3758798	CRIBFIT SYSTEM
Registration Number:	2317622	DC
Registration Number:	2427124	DC
Registration Number:	3040219	DC
Registration Number:	3182739	DC FILMS.
Registration Number:	2340040	DC SHOES
Registration Number:	2074045	DCSHOECOUSA
Registration Number:	2449069	DCSHOECOUSA
Registration Number:	3040220	DCSHOECOUSA
Registration Number:	3455478	
Registration Number:	2331395	GNU
Registration Number:	1941340	GNU
Registration Number:	3775228	GREENPRINT
Registration Number:	2931627	
Registration Number:	2855111	
Registration Number:	3814896	
Registration Number:	2211215	
Registration Number:	2220442	
Registration Number:	2081099	
Registration Number:	2765669	
Registration Number:	3048901	
Registration Number:	2855019	
Registration Number:	2902220	
Registration Number:	2907184	
Registration Number:	2960713	
Registration Number:	3207330	
Registration Number:	3667849	
Registration Number:	3624663	
Registration Number:	3497327	
Registration Number:	2978299	
Registration Number:	3846227	IMPACTFX
Registration Number:	3846230	IMPACTG
Registration Number:	3846229	IMPACTRS
Registration Number:	3683739	
Registration Number:	2331394	LIB TECHNOLOGIES
		TRADEMARK

Registration Number:	2778678	LIB TECHNOLOGIES
Registration Number:	2011436	LIB TECHNOLOGIES
Registration Number:	3246122	
Registration Number:	2432325	
Registration Number:	1783492	
Registration Number:	1454255	
Registration Number:	1844186	
Registration Number:	3667848	
Registration Number:	3304882	
Registration Number:	3584868	
Registration Number:	1262451	
Registration Number:	3399346	
Registration Number:	3848744	PERFORMALITE
Registration Number:	1862995	PIRATE SURF
Registration Number:	1712712	PIRATE SURF
Registration Number:	1829871	PIRATE SURF
Registration Number:	3134912	QS
Registration Number:	2949773	QUIK
Registration Number:	3506441	QUIKSCIENCE
Registration Number:	1844187	QUIKSILVER
Registration Number:	2142055	QUIKSILVER
Registration Number:	1453205	QUIKSILVER
Registration Number:	1800150	QUIKSILVER
Registration Number:	1431266	QUIKSILVER
Registration Number:	2106684	QUIKSILVER
Registration Number:	827212	QUIKSILVER
Registration Number:	2147882	QUIKSILVER
Registration Number:	2960687	QUIKSILVER
Registration Number:	3670935	QUIKSILVER
Registration Number:	2934171	QUIKSILVER
Registration Number:	2827658	QUIKSILVER
Registration Number:	3389708	QUIKSILVER
Registration Number:	3477950	QUIKSILVER
Registration Number:	3735297	QUIKSILVER
Registration Number:	3648829	QUIKSILVER
h	11	TRADEMARK

Registration Number:	1493193	QUIKSILVER
Registration Number:	3363521	QUIKSILVER
Registration Number:	1803546	QUIKSILVER
Registration Number:	3389680	QUIKSILVER
Registration Number:	2083400	QUIKSILVER ROXY
Registration Number:	2940315	QUIKSILVER ROXY
Registration Number:	3678068	RR
Registration Number:	1860943	RADIO FIJI
Registration Number:	3164768	RADIO FIJI
Registration Number:	2228883	ROXY
Registration Number:	2427898	ROXY
Registration Number:	2255435	ROXY
Registration Number:	2375481	ROXY
Registration Number:	2225688	ROXY
Registration Number:	2474406	ROXY
Registration Number:	2297591	ROXY
Registration Number:	3616390	ROXY
Registration Number:	3298684	ROXY
Registration Number:	2988186	ROXY
Registration Number:	2992120	ROXY
Registration Number:	2858806	ROXY
Registration Number:	2851891	ROXY
Registration Number:	2809462	ROXY
Registration Number:	2919733	ROXY
Registration Number:	3730042	ROXY
Registration Number:	2714839	ROXY
Registration Number:	3542116	ROXY
Registration Number:	3640244	ROXY LOVE
Registration Number:	3532611	ROXY TEENIE WAHINE
Registration Number:	2423095	ROXY.COM
Registration Number:	1800146	
Registration Number:	3644997	THE BAY CALLS THE DAY
Registration Number:	2299696	TONY HAWK
Registration Number:	2849404	TONY HAWK
Registration Number:	3848707	UNILITE
II.	11	TRADEMARK

Registration Number:	3480741	WAHINE
Serial Number:	77667061	ALEX GOES
Serial Number:	78978606	ANDASKA
Serial Number:	77547323	BANANA TECHNOLOGY
Serial Number:	77908041	BENT METAL
Serial Number:	78774390	BOARDRIDERS TV
Serial Number:	77751512	
Serial Number:	77753694	CYPHER SERIES
Serial Number:	77775988	DC KING
Serial Number:	77870623	DCSHOECOUSA
Serial Number:	77753699	DGT 123
Serial Number:	77719162	DD
Serial Number:	77778276	DIAMOND DOBBY DLX
Serial Number:	77908052	FREEDOM DOLLY
Serial Number:	85064868	FREEDOM DOLLY
Serial Number:	85078822	FUSEFLEX
Serial Number:	77766411	GNU
Serial Number:	77731955	HAWK
Serial Number:	77319209	
Serial Number:	77513815	
Serial Number:	77704157	
Serial Number:	77741458	LIB TECHNOLOGIES
Serial Number:	85083679	ME AND THE SEA
Serial Number:	78762022	MEN WHO RIDE MOUNTAINS
Serial Number:	77808471	MOSKOVA
Serial Number:	77808477	MOSKOVA
Serial Number:	77513817	
Serial Number:	77709712	
Serial Number:	78810465	
Serial Number:	78697374	
Serial Number:	77967782	
Serial Number:	77414631	PS+
Serial Number:	78756478	
Serial Number:	78314182	QUIKSILVER
Serial Number:	77513803	QUIKSILVER
	1	TRADEMARK

Serial Number:	77703510	QUIKSILVER
Serial Number:	77808501	QUIKSILVER
Serial Number:	78917838	QUIKSILVER EDITION
Serial Number:	77741261	QUIKSILVER WATERMAN COLLECTION
Serial Number:	85026753	
Serial Number:	77611510	ROXY
Serial Number:	77513807	ROXY
Serial Number:	77704153	ROXY
Serial Number:	85108732	ROXY
Serial Number:	85064870	ROXY HEART
Serial Number:	77585315	ROXYATHLETIX
Serial Number:	77592575	ROXYBRIGHTEDITION
Serial Number:	77734610	SURF COUTURE
Serial Number:	77747701	
Serial Number:	77808506	SWEAT IS SWEET
Serial Number:	78092797	TEENIE WAHINE
Serial Number:	77808496	THREADLINE
Serial Number:	85100485	VSTR
Serial Number:	78949833	WAHINE

### **CORRESPONDENCE DATA**

Fax Number: (703)519-1821

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7034151555

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:	1010810TM
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	11/19/2010

Total Attachments: 12

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### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Trademark Security <u>Agreement</u>"), 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 "<u>Borrower</u>"), (b) DC SHOES, INC., a California corporation located at 1333 Keystone Way, Vista, California 92081, (c) HAWK DESIGNS, INC., a California corporation located at 15202 Graham Street, Huntington Beach, California 92649, and (d) MERVIN MANUFACTURING, INC., a California corporation located at 155 Business Park Loop, Sequim, Washington 98382, (each such Person, individually, a "<u>Guarantor</u>" and, collectively, the "<u>Guarantors</u>") (the Borrower and the Guarantors are hereinafter referred to, individually, as a "<u>Grantor</u>" and, collectively, as the "<u>Grantors</u>"), 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 "<u>Collateral Agent</u>") 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 Trademark 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 Trademark 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 Trademark 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. <u>Defined Terms</u>. 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 Trademark 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 "Trademark Collateral"):
- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade dress, trade styles, service marks, brand names, designs, logos, slogans and other source identifiers, whether registered or unregistered, all registrations and applications therefor granted or pending under the laws of the United States, any other country, or any political subdivision thereof, including the trademark and servicemark registrations and applications listed on EXHIBIT A annexed hereto and made a part hereof, all common law rights related thereto throughout the world, together with any goodwill of the business connected with, and symbolized by, any of the foregoing;
- (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 Trademark;
  - (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 Trademark 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 Trademark 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), (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), and (c) any application for trademarks and service marks filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), only to the extent that the grant of a security interest therein would result in the abandonment, invalidation or unenforceability of such application or rights hereunder and only until evidence of the use of such trademark or service mark in commerce, as defined in 15 U.S.C. Section 1127, is submitted to the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d), following which filing all such applications shall automatically become Collateral.

SECTION 3. Security Agreement. It is intended that the security interest granted pursuant to this Trademark 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 Trademark Collateral. In the event of a conflict between this Trademark Security Agreement and the Security Agreements, the terms of the IP Security Agreement shall control with respect to the Trademark Collateral and with respect to the IP Collateral.

### SECTION 4. Termination; Release of Trademark Collateral.

- (a) Any Lien upon any Trademark Collateral will be released automatically if the Trademark 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 Trademark Security Agreement and the security interest granted herein shall automatically terminate upon the termination of the IP Security Agreement.
- SECTION 5. <u>Counterparts</u>. This Trademark 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 Trademark Security Agreement by telecopy or e-mail shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.
- SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.
- SECTION 7. <u>Intercreditor Agreement.</u> Notwithstanding anything herein to the contrary, the liens, security interests and pledges granted to the Collateral Agent pursuant to this Trademark 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 Trademark Security Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

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

**GRANTORS:** 

Borrower:

QUIKSILVER AMERICAS, INC.

Name Title:

Guarantors:

DC SHØES, INC.

Name Title:

HAWK DESIGNS, INC.

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Title:

MERVIN MANUFACTURING, INC.

Name:

Title:

COL	LAT	ER/	AL.	$\mathbf{A}G$	ENT	٠,

BANK OF AMERICA, N.A.

By:

Name: Stephen Garvin Title: Managing Director

Signature Page to Trademark Security Agreement

# **EXHIBIT A to Trademark Security Agreement**

# Trademark Registrations and Applications

Registration

Mark Name	Application No.	S
54321	78/090,917	2952898
ALEX GOES	77667061	
ANDASKA	78/459,480	3492595
ANDASKA	78/978,606	
BANANA TECHNOLOGY	77547323	
BENT METAL	78/108,240	2,792,932
BENT METAL	77908041	
BOARDRIDERS CLUB	75/019,380	2001639
BOARDRIDERS CLUB	77/193,653	3595558
BOARDRIDERS TV	78/774,390	
BONEY HAWK (DEVICE)	77751512	
CD SOLE SHOE PATTERN (DEVICE)	75/528,623	2301091
CD SOLE SHOE PATTERN (DEVICE)	78/408,916	3,044,722
CELL (DEVICE)	78/951,627	3359783
CENTER BACK WAIST LABEL (DEVICE)	78/815,916	3589099
CHICKEN JAM	78/775,164	3687566
COMPASS (DEVICE)	78/094,658	2631958
CRIBFIT SYSTEM	77609151	3758798
CYPHER SERIES (STYLIZED)	77753694	
DC 7 STAR (DEVICE)	75/356,845	2317622
DC 7 STAR (DEVICE)	76/016,909	2427124
DC 7 STAR (DEVICE)	78/394,374	3,040,219
DC 7 STAR AND FILMS. (DEVICE)	78/623,537	3182739
DC KING (DEVICE)	77775988	
DC SHOES	75/528,674	2,340,040
DCSHOECOUSA	75/159,095	2,074,045
DCSHOECOUSA	77870623	
DCSHOECOUSA (BOLD)	76/003,245	2,449,069
DCSHOECOUSA (BOLD)	78/394,667	3,040,220
DGT 123 (DEVICE)	77753699	

[Exhibit A to Trademark Security Agreement]

DIAMOND DOBBY (DEVICE)	77719162	
FLY EMBROIDERY (DEVICE)	78/815.910	3455478
FREEDOM DOLLY	77908052	)
FREEDOM DOLLY	85064868	
FUSEFLEX	85078822	
GNO	75/553,317	2331395
GNU	77766411	
GNU (STYLIZED)	74/639,181	1941340
GREENPRINT	77/322809	3775228
HAWK	77731955	
HAWK HEAD (DEVICE)	78/168,632	2931627
HAWK HEAD (DEVICE)	78/170,181	2855111
HAWK HEAD (DEVICE)	77/083,661	3814896
HAWK HEAD (DEVICE)	77/319,209	
HEART (DEVICE)	75/427,518	2211215
	75/408,137	2220442
_	75/083,965	2081099
_	78/090,919	2765669
_	78/417,698	3048901
	78/136,547	2855019
_	78/138,297	2902220
_	78/138,293	2907184
_	78/138,305	2960713
$\overline{}$	78/452,141	3207330
_	78/637,985	3667849
	78/579,458	3624663
$\overline{}$	77513815	
-	77704157	
	78980381	3497327
HEART (ROUND & DEVICE)	78/161,355	2978299
IMPACIFX	77754744	3846227
IMPACIG	77755155	3846230
IMPACIRS	77755133	3846229
LEAF HEAK! (DEVICE)	77/322782	3683739
LIB IECHNOLOGIES	75/553,316	2331394

[Exhibit A to Trademark Security Agreement]

LIB TECHNOLOGIES	78/108,234	2778678
LIB IECHNOLOGIES	77741458	
LIB TECHNOLOGIES (STYLIZED)	74/638,361	2011436
ME AND THE SEA MEN WHO RIDF MOUNTAINS	85083679	
MORKOVA	70067400	0000
MOSKOWA AND KIND ODOWN KIND ON	73067460	999259A
MOSKOVA AND CHEN CROWN (DEVICE)	7/808471	
MOSPOVA AND QUEEN CROWN (DEVICE)	77808477	
MOUNIAIN AND WAVE (DEVICE)	78/456,641	3246122
MOUNTAIN AND WAVE (DEVICE)	75/979,835	2432325
MOUNTAIN AND WAVE (DEVICE)	74/247,095	1783492
MOUNTAIN AND WAVE (DEVICE)	73/595,747	1454255
MOUNTAIN AND WAVE (DEVICE)	74/372,818	1844186
MOUNTAIN AND WAVE (DEVICE)	78/633,282	3667848
MOUNTAIN AND WAVE (DEVICE)	78/978,789	3304882
MOUNTAIN AND WAVE (DEVICE)	77513817	
MOUNTAIN AND WAVE (DEVICE)	78980816	3584868
MOUNTAIN AND WAVE (DEVICE)	77709712	
MOUNTAIN AND WAVE PETROGLYPH (DEVICE)	78/810,465	
OLD MOUNTAIN AND WAVE (DEVICE)	73/284,787	1262451
OLD MOUNTAIN AND WAVE (OVAL & DEVICE)	78/335,232	3399346
PERFORMALITE	77778252	3848744
PETROGLYPH (DEVICE)	78/697,374	
PIRATE SURF	74/801,955	1862995
PIRATE SURF	74/003112	1712712
PIRATE SURF, SKULL AND SWORDS	74/237,356	1829871
POLY (DEVICE)	77967782	
+Sd	77414631	
OS	78/425,777	3134912
QUIK	78/184,340	2949773
QUIK PADDLE (DEVICE)	78/756,478	
QUIKSCIENCE	78624826	3506441
QUIKSILVER	74/373,178	1844187
QUIKSILVER	75/164,894	2142055
QUIKSILVER	73/595,746	1453205
QUIRSILVER	74/247,361	1800150

[Exhibit A to Trademark Security Agreement]

QUIKSILVER QUIKSILVER OLIIKSII VEB	73/620,283 75/128,239	1431266 2106684
	72/247,364 75/304 259	827212
	78/085,397	2960687
	78/086,312	3670935
	78/271,083	2934171
	78/126.958	2827658
	78/452,660	3389708
	78/584,055	3477950
	78/578,797	3735297
	78/618,407	3648829
	77513803	
	77703510	
	77808501	
QUIKSILVER (CORPORATE)	73/661,795	1493193
QUIKSILVER (NATAS) QUIKSII VER AND MOI INTAIN AND WAVE	78/810,404	3363521
	74/246 409	1803546
QUIKSILVER EDITION QUIKSILVER NATAS AND WAIST PATCH	78/917,838	
	78/374,169	3389680
	75/083,964	2083400
	76/071,940	2940315
QUIKSILVER WATERMAN COLLECTION	77741261	
	77592554	3678068
	85026753	
	74/454,879	1860943
	78/616,065	3164768
	75/473,320	2228883
	75/612,754	2427898
	75/466,980	2255435
	75/829,696	2375481
	75/408,138	2225688
	75/838,044	2474406
	75/466,979	2297591

[Exhibit A to Trademark Security Agreement]

Agreement
Security
Trademark
5
Y
[Exhibit

ROXY	75/838,206	3616390
	78/272,367	3298684
	78/417 586	2,966, 166
	78/136,536	2858120
	78/138,118	2,851,891
	78/162,154	2809462
	78/138,129	2919733
	78/702,917	3730042
	75/036 040	00077
	77513807	27 14839
	77704153	
	78980615	3542116
	85108732	
ROXY HEART	85064870	
ROXY LOVE	77/162,266	3640244
ROXY TEENIE WAHINE	78/891,859	3532611
ROXY.COM	75/826,324	2423095
ROXYATHLETIX	77585315	
ROXYBRIGHTEDITION	77592575	
SKULL W/ EYEPATCH AND SWORDS (DEVICE)	74/237,357	1800146
SURF COUTURE	77734610	
SURF COUTURE (DEVICE)	77747701	
SWEAT IS SWEET	77808506	
FEENIE WAHINE	78/092,797	
THE BAY CALLS THE DAY	78/762,556	3644997
THREADLINE	77808496	
ONY HAWK	75/530,117	2299696
ONY HAWK	78/158,946	2849404
	77763734	3848707
	85100485	
	78/949,833	
	99662682	3480741

[Exhibit A to Trademark Security Agreement]

TRADEMARK REEL: 004409 FRAME: 0834

**RECORDED: 11/19/2010**