

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Quiksilver Americas, Inc.		03/01/2011	CORPORATION: CALIFORNIA
DC Shoes, Inc.		03/01/2011	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	100 Federal Street, 9th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02215
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	85175330	PIRATE SURF
Serial Number:	85175858	PIRATE SURF & SKATE
Serial Number:	85184960	SRBO
Serial Number:	85175061	MEN WHO RIDE MOUNTAINS
Registration Number:	3880412	
Serial Number:	77513807	ROXY
Registration Number:	3848707	UNILITE

**CORRESPONDENCE DATA**

Fax Number: (714)889-5684  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: trademarks@quiksilver.com  
 Correspondent Name: Quiksilver, Inc.  
 Address Line 1: 15202 Graham Street  
 Address Line 2: Attn: Legal Department

**900188477**

**TRADEMARK  
 REEL: 004515 FRAME: 0471**

**OP \$190.00 85175330**

Address Line 4: Huntington Beach, CALIFORNIA 92649

NAME OF SUBMITTER:

Josh Green

Signature:

/JRG/

Date:

04/05/2011

**Total Attachments: 7**

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## GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of March \_\_\_\_\_, 2010 (this "Grant"), is made by and among (a) QUIKSILVER AMERICAS, INC., a California corporation located at 15202 Graham Street, Huntington Beach, California 92649 and DC SHOES, INC., a California corporation located at 1333 Keystone Way, Vista, California 92081 (individually, as a "Grantor" and, collectively, as the "Grantors") and (b) Bank of America, N.A., a national banking association, with offices at 100 Federal Street, 9<sup>th</sup> Floor, Boston, MA 02215, as administrative agent (in such capacity, the "Administrative Agent") for its own benefit and the benefit of the other Credit Parties (as defined in the Security Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

### WITNESSETH:

WHEREAS, Grantors are party to: (a) that certain Security Agreement in favor of the Administrative Agent and the Credit Parties, dated as of July 31, 2009 (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "Security Agreement"), and (b) that certain Intellectual Property Security Agreement in favor of the Administrative Agent and the Credit Parties, dated as of July 31, 2009 (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "Intellectual Property Security Agreement");

WHEREAS, pursuant to the Security Agreement and Intellectual Property Security Agreement, Grantors have executed and delivered this Grant for the purpose of recording and confirming the grant of the security interest of the Administrative Agent in certain Trademarks and other IP Collateral (as defined in the Intellectual Property Security Agreement) with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth herein and in the Security Agreement and Intellectual Property Security Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Administrative Agent, on its own behalf and on behalf of the other Credit Parties (and each of their respective successors or assigns), hereby agree as follows:

#### SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, any or all of the perfection or priority, or the effect of perfection or non-perfection, of the security interest in any Trademarks or related IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Defined Terms. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Intellectual Property Security Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest granted by each of the Grantors to the Administrative Agent, its successors and assigns, for its own benefit and the benefit of the other Credit Parties, under the Security Agreement and the Intellectual Property 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 Administrative 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 Trademarks of each Grantor set forth on Exhibit A hereto and all IP Collateral related thereto.

SECTION 3. Intent. This Grant is being executed and delivered by the Grantors for the purpose of recording and confirming the grant of the security interest of the Administrative Agent in the Trademarks and the related IP Collateral with the United States Patent and Trademark Office and the Canadian Intellectual Property Office. It is intended that the security interest granted pursuant to this Grant is granted as a supplement to, and not in addition to or limitation of, the Security Interest granted to the Administrative Agent, for its own benefit and the benefit of the other Credit Parties, under the Security Agreement and the Intellectual Property Security Agreement. All provisions of the Security Agreement and the Intellectual Property Security Agreement (including the rights, remedies, powers, privileges and discretions of the Administrative Agent thereunder) shall apply to the Trademarks and related IP Collateral granted hereunder. In the event of a conflict between this Grant and the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall control.

SECTION 4. Termination; Release of IP Collateral. Any Lien upon the Trademarks and any other IP Collateral hereunder will be released in accordance with Section 13 of the Intellectual Property Security Agreement.

SECTION 5. Governing Law. THIS GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Grant may be executed in 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 to this Grant by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Grant.

SECTION 7. Headings. Article and Section headings used herein are for convenience of reference only, are not part of this Grant and shall not affect the construction of, or be taken into consideration in interpreting, this Grant.

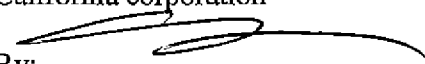
SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens, security interests and pledges granted to the Administrative Agent pursuant to this Grant and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Grant, the terms of the Intercreditor Agreement shall govern and control.

**[SIGNATURE PAGE FOLLOWS]**

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

**GRANTORS:**


QUIKSILVER AMERICAS, INC., a  
California corporation

By: 

Name: Sean Perce

Title: SVP

DC SHOES, INC., a California corporation

By: 

Name: Sean Perce

Title: SVP

**ADMINISTRATIVE  
AGENT:**

BANK OF AMERICA, N.A.

By:   
Name: Roger Malouf  
Title: Vice President

*Signature Page to Grant of Security Interest in U.S. Trademarks*

**TRADEMARK  
REEL: 004515 FRAME: 0477**

**EXHIBIT A**

**List of Trademarks**

**Quiksilver Americas, Inc.**

Description	Country	Application No.	Registration Number
PIRATE SURF	U.S.	85175330	
PIRATE SURF & SKATE	U.S.	85175858	
SRBO	U.S.	85184960	
MEN WHO RIDE MOUNTAINS	U.S.	85175061	
HEART (DEVICE)	U.S.	77513815	3880412
ROXY	U.S.	77513807	3380411

**DC Shoes, Inc.**

Description	Country	Application No.	Registration Number
UNILITE	U.S.	771763734	3848707
DC SHOES	Canada	1508097	



