

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO IPSA

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QUIKSILVER, INC.		05/24/2013	CORPORATION: DELAWARE
QS Wholesale, Inc.		05/24/2013	CORPORATION: CALIFORNIA
DC Shoes, Inc..		05/24/2013	CORPORATION: CALIFORNIA
Hawk Designs, Inc.		05/24/2013	CORPORATION: CALIFORNIA
Mervin Manufacturing, Inc.		05/24/2013	CORPORATION: CALIFORNIA
QS Retail, Inc.		05/24/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., as Administrative Agent
Street Address:	100 Federal Street, 9th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Registration Number:	1795090	DROORS
Registration Number:	4112085	D
Registration Number:	4125744	DROORS
Serial Number:	77808471	MOSKOVA
Serial Number:	77808477	MOSKOVA
Serial Number:	77808501	QUIKSILVER
Serial Number:	77870623	DCSHOECOUSA
Registration Number:	3945568	BENT METAL
Registration Number:	4112310	FREEDOM DOLLY
Serial Number:	77967782	

OP \$1290.00 1795090

Registration Number:	3975635	ROXYBRIGHTEDITION
Registration Number:	4154578	QUIKSILVER WATERMAN COLLECTION
Registration Number:	4032348	ROXYATHLETIX
Registration Number:	4091580	BANANA TECHNOLOGY
Registration Number:	4102875	DCSHOECOUSA
Registration Number:	4168375	
Registration Number:	3781325	MOSKOVA
Serial Number:	85064868	FREEDOM DOLLY
Registration Number:	4106328	FUSEFLEX
Serial Number:	85100485	VSTR
Serial Number:	85108732	ROXY
Serial Number:	85197673	DC SHOES
Serial Number:	85235376	DROORS
Serial Number:	85235520	STORM FACTORY
Serial Number:	85249807	LIB TECH
Serial Number:	85257928	.NKBRVN
Registration Number:	4226563	
Serial Number:	85264732	
Serial Number:	85289584	BOARDRIDERS
Serial Number:	85307750	DC
Serial Number:	85334923	PIRATE SURF SKATE SNOW
Registration Number:	4214966	DC
Serial Number:	85366585	NVRBRKN.
Serial Number:	85366601	MAGNE-TRACTION
Registration Number:	4265550	KE11Y
Serial Number:	85453290	
Serial Number:	85472288	VSTR
Serial Number:	85485762	XPLOSIVE
Serial Number:	85545216	BOARDRIDERS
Serial Number:	85557484	
Serial Number:	85602187	DC
Serial Number:	85608499	QUIKSILVER
Serial Number:	85625391	DCSHOECO
Serial Number:	85673415	
Serial Number:	85680855	HOT KNIFE

	85721346	PIRATE SURF
Serial Number:	85771498	QSD
Serial Number:	85841047	PERFORMANCE IS STRATEGY
Registration Number:	3999872	
Registration Number:	4057724	VSTR
Serial Number:	85878851	TEENIE WAHINE

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1025 Vermont Avenue NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	ANDREW NASH
Signature:	/ANDREW NASH/
Date:	05/24/2013

Total Attachments: 25
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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this "First Amendment") is made as of May 24, 2013, by and among (a) the Loan Parties signatory hereto (hereinafter referred to individually, as a "Grantor" and, collectively with any other Person now or hereafter party hereto as a grantor, as the "Grantors"), and (b) BANK OF AMERICA, N.A., a national banking association, 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 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 Credit Agreement, dated as of July 31, 2009 (as amended from time to time and in effect immediately prior to the effectiveness of this First Amendment, the "Existing Credit Agreement"), by and among, *inter alia* (i) QS Wholesale, Inc. (as successor by merger to Quiksilver Americas, Inc.), as the Lead Borrower, (ii) Quiksilver Canada Corp., as the Canadian Borrower, (iii) the other borrowers from time to time party thereto, (iv) the guarantors from time to time party thereto, (v) the lenders from time to time party thereto, (vi) Bank of America, N.A., as Administrative Agent, Co-Collateral Agent, Swing Line Lender and L/C Issuer, and (vii) General Electric Capital Corporation, as Co-Collateral Agent;

WHEREAS, reference is also made to that certain Security Agreement, dated as of July 31, 2009 (amended from time to time and in effect immediately prior to the effectiveness of this First Amendment, the "Existing Security Agreement"), executed by the Grantors (as defined in the Existing Security Agreement) in favor of the Administrative Agent, pursuant to which each such Grantor granted in favor of the Administrative Agent, its successors and assigns, for its own benefit and the benefit of the other Credit Parties (as defined in the Existing Credit Agreement), a security interest in and to substantially all assets of each such Grantor as security for the payment or performance, as the case may be, in full of its respective Secured Obligations (as defined in the Existing Security Agreement);

WHEREAS, reference is further made to that certain Intellectual Property Security Agreement, dated as of July 31, 2009 (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "IP Security Agreement"), by and among the Grantors and the Administrative Agent, pursuant to which, among other things, the Grantors granted to the Administrative Agent, for the ratable benefit of the Credit Parties, a continuing security interest in and to the IP Collateral (as defined therein);

WHEREAS, the Administrative Agent and the Grantors, among others, have agreed to amend and restate the Existing Credit Agreement in its entirety pursuant to a certain Amended and Restated Credit Agreement dated of even date herewith (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "Credit Agreement");

WHEREAS, the Administrative Agent and the Grantors, among others, have agreed to amend and restate the Existing Security Agreement in its entirety pursuant to a certain Amended and Restated Security Agreement dated of even date herewith (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "Security Agreement");

WHEREAS, the Grantors have advised the Administrative Agent that certain of the Grantors developed and/or acquired additional IP Collateral; and

WHEREAS, the Grantors and the Administrative Agent now wish to amend, modify and supplement the IP Security Agreement, as more particularly set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this 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 (as defined in the Security Agreement) and each of their respective successors or assigns), hereby agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the IP Security Agreement or the Credit Agreement (as applicable).

2. Amendments to IP Security Agreement. The provisions of the IP Security Agreement are hereby amended as follows:

(a) Amendment to Section 1. Section 1 of the IP Security Agreement is hereby amended as follows:

(i) by deleting the following definitions in their entirety and substituting the following new definitions in their stead:

“Closing Date” shall mean July 31, 2009.

“Excluded Assets” shall have the meaning assigned to such term in the Security Agreement.

“Guaranty” shall mean that certain Amended and Restated Guaranty dated as of May 24, 2013 (as amended, amended and restated, modified, supplemented or restated and in effect from time to time) by and among the Administrative Agent and the Guarantors party thereto from time to time.

“Secured Obligations” shall have the meaning assigned to such term in the Security Agreement.

“Security Agreement” shall mean that certain Amended and Restated Security Agreement dated as of May 24, 2013 (as amended, amended and restated, modified, supplemented or restated and in effect from time to time) by and among the Administrative Agent and the Grantors party thereto from time to time.

(ii) by deleting the words “United States and Canadian” from the phrase at the end of the definitions of “Copyrights,” “Patents” and “Trademarks” thereof and inserting the words “United States, Canadian, Australian and Japanese” in their stead;

(iii) by amending the definition of “Excluded Assets” by deleting the proviso therefrom in its entirety and substituting the following new proviso in its stead:

Provided, however, the Proceeds from any asset described in clauses (a) through (e) above shall not constitute “Excluded Assets” to the extent such Proceeds themselves do not constitute an asset described in clauses (a) through (e) above.

(iv) by deleting the definitions of “Borrower”, “Borrowers”, “Guarantor” and “Guarantors” therefrom in their entirety; and

(v) by adding the following new definitions in appropriate alphabetical order:

“APPSR” shall have the meaning assigned to the term “register” in the Personal Property Securities Act 2009 (Cth) (Australia).

“IP Australia” shall mean IP Australia or any other Australian Governmental Authority which may hereafter perform its functions.

“JCO” shall mean the Agency for Cultural Affairs or the Software Information Center in Japan, as the case may be, or any other Japanese Governmental Authority which may hereafter perform its functions.

“JPO” shall mean the Japanese Patent Office or any other Japanese Governmental Authority which may hereafter perform its functions.

(b) Amendment to Section 4. Section 4 of the IP Security Agreement is hereby amended as follows:

(i) by deleting clauses (a), (b) and (c) from Section 4 thereof and substituting the following new clauses in their stead:

(a) EXHIBIT A, as supplemented by EXHIBIT A-1 (and, as applicable, amending such EXHIBIT A as indicated in the EXHIBIT A-2 attached hereto), is a true, correct and complete list, as of the Effective Date, of all United States, Canadian, Australian and Japanese Copyrights owned by such Grantor which are the subject of a registration or application for registration with the Copyright Office, the CIPO, IP Australia, the APPSR, the JCO, or other applicable Governmental Authority in the United States, Canada, Australia or Japan (including, in each case, any political subdivision thereof).

(b) EXHIBIT B, as supplemented by EXHIBIT B-1 (and, as applicable, amending such EXHIBIT B as indicated in the EXHIBIT B-2 attached hereto), is a true, correct and complete list, as of the Effective Date, of all United States, Canadian, Australian and Japanese Patents owned by such Grantor which are issued by or the subject of an application with the PTO, the CIPO, IP Australia, the APPSR, the JPO or other applicable Governmental Authority in the United States, Canada, Australia or Japan (including, in each case, any political subdivision thereof).

(c) EXHIBIT C, as supplemented by EXHIBIT C-1 and the information set forth in EXHIBIT A of that certain Grant of Security Interest in Trademarks dated as of March 2010 made among the Grantors party thereto and the

Administrative Agent (and, as applicable, amending such EXHIBIT C as indicated in the EXHIBIT C-2 attached hereto), is a true, correct and complete list, as of the Effective Date, of all United States, Canadian, Australian and Japanese Trademarks owned by such Grantor which are the subject of a registration or application for registration with the PTO, the CIPO, IP Australia, the APPSR, the JPO or other applicable Governmental Authority in the United States, Canada, Australia or Japan (including, in each case, any political subdivision thereof).

(ii) by amending Section 4(e) thereof by deleting each reference to phrase "date hereof" therefrom and substituting the phrase "Effective Date" in its stead.

- (c) Amendment to Section 5. Section 5 of the IP Security Agreement is hereby amended by deleting the phrase "United States or Canada" from the proviso at the end of clause (b) thereof and inserting the phrase "United States, Canada, Australia or Japan" in its stead.
- (d) Amendment to Section 12. Section 12 of the IP Security Agreement is hereby deleted in its entirety and the following new Section 12 is hereby substituted in its stead:

SECTION 12. Further Assurances.

(a) Subject to the provisions of clause (b) below, each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Administrative Agent may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith; provided that notwithstanding anything to the contrary herein or in any other Loan Document, no Grantor shall be obligated to take any actions with respect to any Intellectual Property registered, applied for, or otherwise existing in any jurisdiction outside of the United States, Canada, Australia or Japan (including, in each case, any political subdivision thereof).

(b) The Administrative Agent acknowledges that, notwithstanding anything to the contrary contained herein, as of the Effective Date, the Grantors have not been required to take steps to perfect the Security Interest in any IP Collateral of the Grantors registered outside of the United States, Canada and Australia (such IP Collateral, the "Foreign IP Collateral"). Upon the request of any Agent, but subject to the last sentence of Section 3.11 of the Security Agreement, each Grantor agrees, at its own expense, to execute, acknowledge, promptly deliver and cause to be duly filed all such documents, agreements and instruments and to take all further actions described in clause (a) above with respect to the Foreign IP Collateral registered or applied for in Japan (including, in each case, any political subdivision thereof).

- (e) General Amendments: The provisions of the IP Security Agreement are hereby amended such that any and all references to the PTO, the Copyright Office or the CIPO, as

applicable, in the IP Security Agreement shall hereafter be deemed to mean and refer to the PTO, the Copyright Office, the CIPO, IP Australia, the APPSR, the JCO, the JPO or other applicable Governmental Authority in the United States, Canada, Australia or Japan (including, in each case, any political subdivision thereof).

(f) Amendment to Exhibits. The Exhibits to the IP Security Agreement are hereby amended as follows:

- (i) **EXHIBIT A** to the IP Security Agreement is hereby amended by supplementing **EXHIBIT A** thereto by adding to such **EXHIBIT A** the **EXHIBIT A-1** annexed hereto (and, as applicable, amending such **EXHIBIT A** as indicated in the **EXHIBIT A-2** attached hereto), and the IP Collateral described in Section 2(a) of the IP Security Agreement shall, as of the Effective Date, be deemed to include the Copyrights and Copyright Licenses described on such **EXHIBIT A-1** (collectively, the "New Copyright IP"). For purposes of clarity, such **EXHIBIT A-1** shall be deemed to supplement, rather than replace, **EXHIBIT A** annexed to the IP Security Agreement.
- (ii) **EXHIBIT B** to the IP Security Agreement is hereby amended by supplementing **EXHIBIT B** thereto by adding to such **EXHIBIT B** the **EXHIBIT B-1** annexed hereto (and, as applicable, amending such **EXHIBIT B** as indicated in the **EXHIBIT B-2** attached hereto), and the IP Collateral described in Section 2(b) of the IP Security Agreement shall, as of the Effective Date, be deemed to include the Patents and Patent Licenses described on such **EXHIBIT B-1** (collectively, the "New Patent IP"). For purposes of clarity, such **EXHIBIT B-1** shall be deemed to supplement, rather than replace, **EXHIBIT B** annexed to the IP Security Agreement.
- (iii) **EXHIBIT C** to the IP Security Agreement is hereby amended by supplementing **EXHIBIT C** thereto by adding to such **EXHIBIT C** the **EXHIBIT C-1** annexed hereto and the information set forth in EXHIBIT A of that certain Grant of Security Interest in Trademarks dated as of March 2010 made among the Grantors party thereto and the Administrative Agent (and, as applicable, amending such **EXHIBIT C** as indicated in the **EXHIBIT C-2** attached hereto), and the IP Collateral described in Section 2(c) of the IP Security Agreement shall, as of the Effective Date, be deemed to include the Trademarks and Trademark Licenses described on such EXHIBIT A and **EXHIBIT C-1** (collectively, the "New Trademark IP", and together with the New Copyright IP and New Patent IP, the "New IP"). For purposes of clarity, such **EXHIBIT C-1** shall be deemed to supplement, rather than replace, **EXHIBIT C** annexed to the IP Security Agreement.

3. Ratification of Security Interest. Each Grantor hereby ratifies the Security Interest (as defined in the Security Agreement) granted by such Grantor 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 as further security for the payment or performance, as the case may be, in full of the Secured Obligations, 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 New IP, whether now owned or existing or hereafter

acquired, arising, or to become due, or in which any Grantor obtains any interest, together with all of such Grantor's right, title and interest in, to and under the assets of the type described in clauses (d), (e), (f), (h), (i) and (j) of Section 2 the IP Security Agreement relating to the New IP, as well as all products, Proceeds, substitutions, and Accessions of or to the foregoing property (collectively, the "New IP Collateral"); provided however, that the New IP Collateral shall not include, and the security interest granted hereunder shall not attach to, any Excluded Assets.

4. Effect on IP Security Agreement. Except as specifically provided herein, all of the terms and conditions of the IP Security Agreement shall remain in full force and effect. Each Grantor hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, each Grantor hereby acknowledges, confirms and agrees that all IP Collateral (including the New IP Collateral) shall continue to secure the Secured Obligations.

5. Miscellaneous.
 - (a) This First Amendment 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. This First Amendment and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous letters of intent, commitment letters, agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this First Amendment by telecopy or other electronic image scan transmission (e.g., "pdf" or "tif" via email) shall be effective as delivery of a manually executed counterpart of this First Amendment.

 - (b) If any provision of this First Amendment or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this First Amendment and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

 - (c) THIS FIRST AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed by their respective authorized officers as of the date first above written.

GRANTORS:

QS WHOLESALE, INC. (individually and as successor by merger to Quiksilver Americas, Inc.), a California corporation

By: Charles S. Exon
Name: Charles S. Exon
Title: President and Secretary

DC SHOES, INC., a California corporation

By: Charles S. Exon
Name: Charles S. Exon
Title: Executive Vice President and Secretary

HAWK DESIGNS, INC., a California corporation

By: Charles S. Exon
Name: Charles S. Exon
Title: President and Secretary

MERVIN MANUFACTURING, INC., a California corporation

By: Charles S. Exon
Name: Charles S. Exon
Title: President and Secretary

QS RETAIL, INC., a California corporation

By: Charles S. Exon
Name: Charles S. Exon
Title: President and Secretary

QUIKSILVER, INC., a Delaware corporation

By: 

Name: Richard Shields

Title: Chief Financial Officer

Signature Page to First Amendment to Intellectual Property Security Agreement

TRADEMARK

REEL: 005033 FRAME: 0833

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.

By: 
Name: Roger Malouf
Title: Vice President

SCHEDULE I

Borrowers

1. QS Wholesale, Inc., a California corporation
2. DC Shoes, Inc., a California corporation
3. Hawk Designs, Inc., a California corporation
4. Mervin Manufacturing, Inc., a California corporation
5. QS Retail, Inc., a California corporation

SCHEDULE II

Guarantors

1. Quiksilver, Inc., a Delaware corporation

EXHIBIT A-1

COPYRIGHTS REGISTRATIONS AND APPLICATIONS

No.	Title	Document Number	Claimant
1.	Bleeker	VA0001799373	Quiksilver, Inc.
2.	Kelly Slater: For the Love.	TX0007151941	Quiksilver, Inc.
3.	Kelly Slater: For the Love.	TX0007123444	Quiksilver, Inc.
4.	Surf Girl Roxy.	TX0007123447	Quiksilver, Inc.

EXHIBIT A-2

CERTAIN CHANGES TO COPYRIGHTS REGISTRATIONS AND APPLICATIONS

NONE

EXHIBIT B-1**U.S. PATENT REGISTRATIONS AND APPLICATIONS**

	Patent	Application Number	Registration Number	Record Owner/Inventor
1.	SHORTS COMPRISING A WAISTBAND WITH A SELF-GRIPPING STR	12167939	7950070	Quiksilver Americas, Inc.; DC Shoes, Inc.; Hawk Designs, Inc.; Mervin Manufacturing, Inc.
2.	SKATEBOARD SHOES	12506071	8291619	DC Shoes, Inc.
3.	Snowboard	12888227		Mervin Manufacturing, Inc.
4.	Technical Garment	13035808		Quiksilver, Inc.

FOREIGN PATENTS REGISTRATIONS AND APPLICATIONS

Title	Patent No.	Application No.	Country	Record Owner/Inventor
Tide Display Device	2005200572	2005200572	Australia	Quiksilver, Inc.
Garment With Improved Fly Closure	2005254028	2005254028	Australia	Quiksilver, Inc.
Skateboard Shoe (Flexair)	2006236065	2006236065	Australia	DC Shoes, Inc.
Tide Display Device	2007216704	2007216704	Australia	Quiksilver, Inc.
Outsole And Midsole For A Shoe	312815	15552/2006	Australia	DC Shoes, Inc.
Snowboard		2,686,334	Canada	Mervin Manufacturing, Inc.
Outsole And Midsole For A Shoe	118542	118542	Canada	DC Shoes, Inc.
Tide Display Device	4364137	2005-35847	Japan	Quiksilver, Inc.

EXHIBIT B-2

AMENDMENTS TO EXHIBIT B OF THE IP SECURITY AGREEMENT¹

The following patents and patent applications shall be removed from Exhibit B of the IP Security Agreement:

Title	Patent No.	Application No.	Country	Record Owner/Inventor
Zipper Securing Devices		2567257	Canada	Quiksilver, Inc.
Boot Liner with Gel Pads		2412976	Canada	DC Shoes, Inc.
Performance Wetsuit		61/164,991	United States	DC Shoes, Inc.
Single Lace Boot with Multiple Compression Zones		2618821	Canada	DC Shoes, Inc.
Single Lace Boot with Multiple Compression Zones		12/014,583	United States	DC Shoes, Inc.
Skateboard Shoe with Sole of Varying Hardness		2425805	Canada	DC Shoes, Inc.
Sole with varying hardness		Pending	United States	DC Shoes, Inc.

Exhibit B to the IP Security Agreement shall be updated to reflect that the following patents and patent applications formerly registered in the name of Quiksilver, Inc. are now registered in the name of DC Shoes, Inc.:

Title	Patent No.	Application No.	Country	Record Owner/Inventor
Garment with Improved Fly Closure	7,174,574	10/865,072	United States	DC Shoes, Inc.
Minimally Seamed Fitted Garment		10/516,850	United States	DC Shoes, Inc.

1 Grantors note that to the extent any of the registrations or applications listed on this Exhibit B-2 are being removed from Exhibit B because they have become abandoned or otherwise have lapsed, such registrations and applications were so abandoned or lapsed as permitted by the IP Security Agreement and the Credit Agreement.

EXHIBIT C-1**TRADEMARK REGISTRATIONS AND APPLICATIONS**

No.	Trademark	Trademark Application Number	Trademark Registration Number	Owner/Last Assigned
1.	DROORS	74337571	1795090	DC Shoes, Inc.
2.	D	77469010	4112085	DC Shoes, Inc.
3.	DROORS	77520481	4125744	DC Shoes, Inc.
4.	MOSKOVA AND QUEEN CROWN (DEVICE)	77808471		QS Wholesale, Inc.
5.	MOSKOVA AND KING CROWN (DEVICE)	77808477		QS Wholesale, Inc.
6.	QUIKSILVER	77808501		QS Wholesale, Inc.
7.	DCSHOECOUSA	77870623		DC Shoes, Inc.
8.	BENT METAL	77908041	3945568	Mervin Manufacturing, Inc.
9.	FREEDOM DOLLY	77908052	4112310	Mervin Manufacturing, Inc.
10.	POLY (DEVICE)	77967782		Mervin Manufacturing, Inc.
11.	ROXYBRIGHTEDITION	77981903	3975635	QS Wholesale, Inc.
12.	QUIKSILVER WATERMAN COLLECTION	77982276	4154578	QS Wholesale, Inc.
13.	ROXYATHLETIX	77982354	4032348	QS Wholesale, Inc.
14.	BANANA TECHNOLOGY	77982595	4091580	Mervin Manufacturing, Inc.
15.	DCSHOECOUSA	77982777	4102875	DC Shoes, Inc.
16.		77983179	4168375	Mervin Manufacturing, Inc.
17.	MOSKOVA	79067460	3781325	QS Wholesale, Inc.
18.	FREEDOM DOLLY	85064868		Mervin Manufacturing, Inc.
19.	FUSEFLEX	85078822	4106328	QS Wholesale, Inc.
20.	VSTR	85100485		QS Wholesale, Inc.
21.	ROXY	85108732		QS Wholesale, Inc.

No.	Trademark	Trademark Application Number	Trademark Registration Number	Owner/Last Assigned
22.	DC SHOES	85197673		DC Shoes, Inc.
23.	DROORS	85235376		DC Shoes, Inc.
24.	STORM FACTORY	85235520		Mervin Manufacturing, Inc.
25.	LIB TECH	85249807		Mervin Manufacturing, Inc.
26.	.NKBRVN	85257928		DC Shoes, Inc.
27.	BROKEN STAR (DEVICE)	85257943	4226563	DC Shoes, Inc.
28.	MOUNTAIN AND WAVE	85264732		QS Wholesale, Inc.
29.	BOARDRIDERS	85289584		QS Wholesale, Inc.
30.	DC	85307750		DC Shoes, Inc.
31.	PIRATE SURF SKATE SNOW	85334923		QS Wholesale, Inc.
32.	DC	85336214	4214966	DC Shoes, Inc.
33.	NVRBRKN.	85366585		DC Shoes, Inc.
34.	MAGNE-TRACTION	85366601		Mervin Manufacturing, Inc.
35.	KE11Y	85452291	4265550	QS Wholesale, Inc.
36.	SWAN (DEVICE)	85453290		QS Wholesale, Inc.
37.	VSTR	85472288		QS Wholesale, Inc.
38.	XPLOSIVE	85485762		QS Wholesale, Inc.
39.	BOARDRIDERS	85545216		QS Wholesale, Inc.
40.	BONEY HAWK (DEVICE)	85557484		Hawk Designs, Inc.
41.	DC	85602187		DC Shoes, Inc.
42.	QUIKSILVER	85608499		QS Wholesale, Inc.
43.	DCSHOECO	85625391		DC Shoes, Inc.
44.	BOARDRIDERS (DEVICE)	85673415		QS Wholesale, Inc.

No.	Trademark	Trademark Application Number	Trademark Registration Number	Owner/Last Assigned
45.	HOT KNIFE	85680855		Mervin Manufacturing, Inc.
46.	PIRATE SURF	85721346		QS Wholesale, Inc.
47.	QSD	85771498		QS Wholesale, Inc.
48.	PERFORMANCE IS STRATEGY AND KING CROWN (DEVICE)	85841047		QS Wholesale, Inc.
49.	RABBIT (DEVICE)	85975236	3999872	DC Shoes, Inc.
50.	VSTR	85975664	4057724	Quiksilver Americas, Inc.
51.	TEENIE WAHINE	85878851		QS Wholesale, Inc.

INTERNATIONAL TRADEMARKS REGISTRATIONS AND APPLICATIONS

Hawk Designs, Inc.

Country	Mark Name	Status	Application No.	Application Date	Registration No.	Registration Date
Australia	HAWK	Registered	1397864	12/3/2010	1397864	7/27/2012
Australia	HAWK AND HAWK HEAD (DEVICE)	Registered	931557	10/22/2002	931557	10/22/2002
Australia	HAWK AND HAWK HEAD (DEVICE)	Registered	1156105	1/12/2007	1156105	1/12/2007
Australia	HAWK HEAD (DEVICE)	Registered	1394580	11/16/2010	1394580	7/15/2011
Australia	HAWK HEAD (DEVICE)	Filed	1554539	5/1/2013		
Australia	TONY HAWK	Registered	773038	9/15/1998	773038	5/7/1999
Australia	TONY HAWK	Registered	925184	8/29/2002	925184	4/14/2003
Australia	TONY HAWK	Registered	1156109	1/12/2007	1156109	1/4/2008
Canada	HAWK	Filed	1586214	7/16/2012		
Canada	HAWK HEAD (DEVICE)	Filed	1579653	5/29/2012		
Canada	TONY HAWK	Filed	1171437(1)	5/30/2012		
Japan	HAWK AND HAWK HEAD (DEVICE)	Registered	2002-1022	1/10/2002	4677438	5/30/2003
Japan	HAWK HEAD (DEVICE)	Filed	2013-32959	5/1/2013		
Japan	TONY HAWK	Registered	7886/1998	9/14/1998	4308752-2	8/27/1999
Japan	TONY HAWK	Registered	2002-009971	2/12/2002	4731343	12/5/2003

QS Wholesale, Inc.

Country	Mark Name	Status	Application No.	Application Date	Registration No.	Registration Date
Australia	ROXY LIFE	Registered	980754	11/5/2003	980754	11/5/2003

DC Shoes, Inc.

Country	Mark Name	Status	Application No.	Application Date	Registration No.	Registration Date
Australia	ATHLETE REDEFINED	Registered	1228910	3/11/2008	1228910	10/21/2008
Australia	BROKEN STAR (DEVICE)	Registered	1412807	3/7/2011	1412807	10/11/2011
Australia	CD SOLE (DEVICE)	Registered	717900	9/23/1996	717900	9/23/1996

Country	Mark Name	Status	Application No.	Application Date	Registration No.	Registration Date
Australia	CORE TRAINING	Registered	1228912	3/11/2008	1228912	10/21/2008
Australia	CRIBFIT SYSTEM	Registered	1271206	11/7/2008	1271206	6/23/2009
Australia	DC	Registered	1250905	7/10/2008	1250905	11/16/2009
Australia	DC	Registered	1384602	9/21/2010	1384602	6/14/2011
Australia	DC 7 STAR (DEVICE)	Registered	783375	1/20/1999	783375	1/20/1999
Australia	DC 7 STAR (DEVICE)	Registered	1046183	7/30/2004	842369	7/30/2004
Australia	DC AND STAR (DEVICE)	Registered	1430879	6/15/2011	1430879	1/30/2012
Australia	DC FLAG (DEVICE)	Registered	1429128	6/6/2011	1429128	1/11/2012
Australia	DC KING (DEVICE)	Registered	1315653	8/18/2009	1315653	3/25/2010
Australia	DC SHOES	Registered	1399983	12/15/2010	1399983	8/22/2011
Australia	DC SURF	Registered	1175161	5/9/2007	1175161	7/13/2009
Australia	DCSHOECOUSA	Registered	1046186	7/30/2004	842374	7/30/2004
Australia	DCSHOECOUSA (BOLD)	Registered	722649	11/26/1996	722649	11/26/1996
Australia	DCSHOES	Registered	783377	1/20/1999	783377	1/20/1999
Australia	DROORS	Registered	587793	10/6/1992	587793	3/7/1994
Australia	IMPACTFX	Registered	1303812	6/12/2009	1303812	3/9/2010
Australia	IMPACTG	Registered	1303811	6/12/2009	1303811	3/9/2010
Australia	IMPACTRS	Registered	1303810	6/12/2009	1303810	3/9/2010
Australia	LEAD AND OTHERS WILL FOLLOW	Registered	1090800	12/15/2005	1090800	12/15/2005
Australia	NVRBKN. (STYLIZED)	Registered	1412793	3/7/2011	1412793	10/11/2011
Australia	NVRBRKN.	Registered	1435963	7/11/2011	1435963	2/20/2012
Australia	PERFORMALITE	Registered	1309030	7/10/2009	1309030	2/22/2010
Australia	RABBIT (DEVICE)	Registered	1407689	2/9/2011	1407689	9/12/2011
Australia	RLS	Registered	1209956	11/14/2007	1209956	7/1/2008
Australia	SEVEN POINT	Registered	1103616	3/15/2006	1103616	4/19/2007
Australia	UNILITE	Registered	1305631	6/23/2009	1305631	2/1/2010
Canada	BROKEN STAR (DEVICE)	Filed	1517835	3/4/2011		
Canada	DC 7 STAR (DEVICE)	Filed	1576902	5/9/2012		
Canada	DC AND STAR (DEVICE)	Filed	1532507	6/20/2011		
Canada	DC FLAG (DEVICE)	Filed	1530360	6/3/2011		
Canada	DCSHOECOUSA (BOLD)	Registered	826332	10/17/1996	TMA488,159	1/23/1998

Country	Mark Name	Status	Application No.	Application Date	Registration No.	Registration Date
Canada	DROORS	Registered	782520	5/9/1995	TMA457170	5/3/1996
Canada	DROORS ATHLETICS AND D (DEVICE)	Registered	844041	5/1/1997	TMA498995	8/24/1998
Canada	NVRBKN. (STYLIZED)	Filed	1517836	3/4/2011		
Canada	NVRBRKN.	Filed	1535060	7/11/2011		
Canada	RABBIT (DEVICE)	Filed	1514591	2/9/2011		
Japan	ATHLETE REDEFINED	Registered	2008-18359	3/11/2008	5229944	5/15/2009
Japan	BROKEN STAR (DEVICE)	Registered	2011-16819	3/8/2011	5435833	9/2/2011
Japan	CD SOLE (DEVICE)	Registered	H08-105546	9/17/1996	4198325	10/16/1998
Japan	CORE TRAINING	Registered	2008-18360	3/11/2008	5172558	10/10/2008
Japan	CRIBFIT SYSTEM	Registered	2008-90980	11/10/2008	5242433	6/26/2009
Japan	DC 5 STAR (DEVICE)	Registered	H08-043490	4/18/1996	4067123	10/9/1997
Japan	DC 7 STAR (DEVICE)	Registered	H10-065778	7/31/1998	4306288	8/20/1999
Japan	DC 7 STAR (DEVICE)	Registered	842369	7/30/2004	842369	7/30/2004
Japan	DC AND STAR (DEVICE)	Registered	2011-41903	6/16/2011	5471264	2/17/2012
Japan	DC FLAG (DEVICE)	Registered	2011-38227	6/3/2011	5454464	12/2/2011
Japan	DC SHOES	Registered	H11-007084	1/27/1999	4378186	4/21/2000
Japan	DC SHOES	Registered	2010-99557	12/22/2010	5420613	6/24/2011
Japan	DC SHOES	Registered	2011-40000	6/9/2011	5493067	5/11/2012
Japan	DCSHOE	Registered	H09-107646	4/16/1997	4180996	8/28/1998
Japan	DCSHOECOUSA	Registered	H10-052578	6/19/1998	4389680	6/9/2000
Japan	DCSHOECOUSA (BOLD)	Registered	842374	7/30/2004	842374	7/30/2004
Japan	DROORS	Registered	H07-020322	3/1/1995	3366376	12/12/1997
Japan	IMPACTFX	Registered	2009-44198	6/12/2009	5292168	1/8/2010
Japan	IMPACTG	Registered	2009-44197	6/12/2009	5292167	1/8/2010
Japan	IMPACTRS	Registered	2009-44196	6/12/2009	5292166	1/8/2010
Japan	LEAD AND OTHERS WILL FOLLOW	Registered	2006-038223	4/25/2006	5035565	3/30/2007
Japan	NVRBKN. (STYLIZED)	Registered	2011-16818	3/8/2011	5435832	9/2/2011
Japan	NVRBRKN.	Registered	2011-48801	7/12/2011	5462858	1/13/2012
Japan	PERFORMALITE	Registered	2009-52453	7/10/2009	5296162	1/22/2010
Japan	RABBIT (DEVICE)	Registered	2011-8681	2/9/2011	5428654	7/29/2011

Country	Mark Name	Status	Application No.	Application Date	Registration No.	Registration Date
Japan	RLS	Registered	2007-115629	11/15/2007	5148611	7/4/2008
Japan	UNILITE	Registered	2009-46757	6/22/2009	5308454	3/12/2010

Mervin Manufacturing, Inc.

Country	Mark Name	Status	Application No.	Application Date	Registration No.	Registration Date
Australia	BANANA TECHNOLOGY	Registered	1258858	8/26/2008	1258858	4/16/2009
Australia	BENT METAL	Registered	1340128	1/11/2010	1340128	8/23/2010
Australia	FREEDOM DOLLY	Registered	1340127	1/10/2010	1340127	8/30/2010
Australia	FREEDOM DOLLY	Registered	1367054	6/16/2010	1367054	2/14/2011
Australia	GNU	Registered	896678	11/30/2001	896678	7/8/2002
Australia	GNU (STYLIZED)	Registered	662360	5/29/1995	662360	5/29/1995
Australia	GNU (STYLIZED)	Registered	662361	5/29/1995	662361	5/29/1995
Australia	LIB TECH	Registered	1410971	2/24/2011	1410971	11/14/2011
Australia	LIB TECHNOLOGIES	Registered	1301948	6/1/2009	1301948	2/15/2010
Australia	LIB TECHNOLOGIES (STYLIZED)	Registered	661965	5/24/1995	661965	5/24/1995
Australia	LIB TECHNOLOGIES (STYLIZED)	Registered	661966	5/24/1995	661966	5/24/1995
Australia	MAGNE-TRACTION	Registered	1435966	7/11/2011	1435966	2/20/2012
Australia	MERVIN MANUFACTURING	Registered	671696	9/5/1995	671696	12/12/1996
Australia	MERVIN MANUFACTURING	Registered	671697	9/5/1995	671697	12/12/1996
Australia	POLY (DEVICE)	Registered	1357733	4/23/2010	1357733	12/6/2010
Australia	STORM FACTORY	Registered	1408140	2/10/2011	1408140	9/12/2011
Canada	BENT METAL	Registered	1465392	1/11/2010	TMA841944	1/31/2013
Canada	FREEDOM DOLLY	Registered	1465387	1/11/2010	TMA841870	1/31/2013
Canada	FREEDOM DOLLY	Filed	1485312	6/16/2010		
Canada	HOT KNIFE	Filed	1586779	7/19/2012		
Canada	MAGNE-TRACTION	Filed	1535154	7/11/2011		
Canada	MERVIN MANUFACTURING	Registered	793553	9/25/1995	TMA473842	3/26/1997

Country	Mark Name	Status	Application No.	Application Date	Registration No.	Registration Date
Canada	POLY (DEVICE)	Registered	1478223	4/23/2010	TMA841928	1/31/2013
Canada	STORM FACTORY	Filed	1514680	2/10/2011		
Japan	BANANA TECHNOLOGY	Registered	2008-67325	8/15/2008	5219875	4/3/2009
Japan	BENT METAL	Registered	2010-1339	1/12/2010	5333070	6/25/2010
Japan	FREEDOM DOLLY	Registered	2010-1338	1/12/2010	5333069	6/25/2010
Japan	FREEDOM DOLLY	Registered	2010-48062	6/17/2010	5397413	3/11/2011
Japan	GNU	Registered	8369/1995	1/31/1995	4338882	11/26/1999
Japan	GNU	Registered	8370/1995	1/31/1995	4257630	4/2/1999
Japan	GNU	Registered	24961/1998	3/25/1998	4544754	2/22/2002
Japan	LIB TECH	Registered	2011-14720	3/2/2011	5497775	6/1/2012
Japan	LIB TECH (KATAKANA)	Registered	2000-2855	1/19/2000	4623285	11/22/2002
Japan	LIB TECHNOLOGIES	Registered	24962/1998	3/25/1998	4257084	4/2/1999
Japan	LIB TECHNOLOGIES	Registered	8372/1995	1/31/1995	4026800	7/11/1997
Japan	LIB TECHNOLOGIES	Registered	19958371	1/31/1995	3354702	10/24/1997
Japan	MAGNE-TRACTION	Registered	2011-50070	7/15/2011	5463122	1/13/2012
Japan	POLY (DEVICE)	Registered	2010-32865	4/23/2010	5357700	10/1/2010
Japan	STORM FACTORY	Registered	2011-9023	2/10/2011	5459504	12/22/2011
Japan	SUPERNATURAL MANUFACTURING	Registered	2000-096344	9/1/2000	4499248	8/17/2001

EXHIBIT C-2

AMENDMENTS TO EXHIBIT C TO THE IP SECURITY AGREEMENT²

The following trademark registrations and applications shall be removed from Exhibit C of the IP Security Agreement:

Quiksilver Americas, Inc.

Country	Mark Name	Status	Application No.	Application Date	Registration No.	Registration Date
Canada	LEILANI JONES	Registered	621623	12/19/1988	TMA385844	6/21/1991
Canada	RADIO FIJI	Registered	689547	9/16/1991	TMA422540	1/28/1994
Canada	RAISINS (STYLIZED & DESIGN)	Registered	560522	4/9/1986	TMA329,262	6/26/1987
United States	5 4 3 2 1	Registered	78/090,917	10/30/2001	2952898	5/17/2005
United States	BOARDRIDERS TV	Filed	78/774,390	12/15/2005		
United States	CYPHER SERIES (Stylized)	Filed	77753694	6/5/2009		
United States	DIAMOND DOBBY DLX	Filed	77778276	7/10/2009		
United States	HEART (DEVICE)	Registered	78/417,698	5/12/2004	3048901	1/24/2006
United States	LEILANI	Registered	78/616,024	4/25/2005	3450880	6/17/2008
United States	MEN WHO RIDE MOUNTAINS	Filed	78/762,022	11/28/2005		
United States	MEN WHO RIDE MOUNTAINS	Registered	78/112,673	3/5/2002	2748895	8/5/2003
United States	PETROGLYPH (DEVICE)	Filed	78/810,451	2/8/2006		
United States	QUIK PADDLE (DEVICE)	Filed	78/756,478	11/17/2005		
United States	QUIKSILVER	Filed	78/446,974	7/7/2004		
United States	QUIKSILVER	Filed	78/633,596	5/19/2005		
United States	QUIKSILVER	Registered	78/085,397	9/25/2001	2960687	6/7/2005
United States	QUIKSILVER EDITION	Filed	78/917,838	6/27/2006		
United States	QUIKSILVER SUNENERGY AND MOUNTAIN AND WAVE (DEVICE)	Filed	77536256	7/31/2008		
United States	RADIO FIJI	Registered	74/454,879	11/11/1993	1860943	11/1/1994
United States	RADIO FIJI	Registered	78/616,065	4/25/2005	3164768	10/31/2006

2 Grantors note that to the extent any of the registrations or applications listed on this Exhibit C-2 are being removed from Exhibit C because they have become abandoned or otherwise have lapsed, such registrations and applications were so abandoned or lapsed as permitted by the IP Security Agreement and the Credit Agreement.

Country	Mark Name	Status	Application No.	Application Date	Registration No.	Registration Date
United States	ROXY	Registered	78/417,586	5/12/2004	2992120	9/6/2005
United States	ROXY	Filed	78/451,895	7/16/2004		
United States	ROXY	Filed	78/633,985	5/20/2005		
United States	ROXY	Filed	77611510	11/10/2008		
United States	ROXY HEART	Filed	77/162,270	4/20/2007		
United States	ROXYATHLETIX	Filed	77585315	10/3/2008		
United States	THE CROSSING	Filed	77592565	10/14/2008		
United States	WAHINE	Filed	78/949,833	8/10/2006		

DC Shoes, Inc.

Country	Mark Name	Status	Application No.	Application Date	Registration No.	Registration Date
Canada	CORE TRAINING	Filed	1386926	3/11/2008		
Canada	CRIBFIT SYSTEM	Filed	1417513	11/7/2008		
Canada	LEAD AND OTHERS WILL FOLLOW	Filed	1283246	12/15/2005		
Canada	RLS	Filed	1371858	11/13/2007		
Canada	SEVEN POINT	Filed	1,295,879	3/30/2006		
United States	ATHLETE REDEFINED	Filed	77415403	3/6/2008		
United States	CORE TRAINING	Filed	77415408	3/6/2008		
United States	LEAD AND OTHERS WILL FOLLOW	Filed	78/761,989	11/28/2005		
United States	SEVEN POINT	Filed	78/830,584	3/6/2006		

Hawk Designs, Inc.

Country	Mark Name	Status	Application No.	Application Date	Registration No.	Registration Date
United States	HAWK HEAD (DEVICE)	Filed	77/319,209	11/1/2007		