

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321556

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mervin Manufacturing, Inc.		10/10/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	a national banking association: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 38</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77547323	BANANA TECHNOLOGY	
<b>Registration Number:</b>	4091580	BANANA TECHNOLOGY	
<b>Registration Number:</b>	2792932	BENT METAL	
<b>Registration Number:</b>	3945568	BENT METAL	
<b>Registration Number:</b>	4112310	FREEDOM DOLLY	
<b>Registration Number:</b>	4392639	FREEDOM DOLLY	
<b>Registration Number:</b>	2331395	GNU	
<b>Registration Number:</b>	4280114	GNU	
<b>Registration Number:</b>	1941340	GNU	
<b>Registration Number:</b>	4429700	HOT KNIFE	
<b>Registration Number:</b>	4529889	LIB TECH	
<b>Serial Number:</b>	86016177	LIB TECHNOLOGIES	
<b>Registration Number:</b>	4392478	LIB TECHNOLOGIES	
<b>Registration Number:</b>	2331394	LIB TECHNOLOGIES	
<b>Registration Number:</b>	2778678	LIB TECHNOLOGIES	
<b>Registration Number:</b>	2011436	LIB TECHNOLOGIES	
<b>Registration Number:</b>	4505722	MAGNE-TRACTION	
<b>Registration Number:</b>	4347056		
<b>Registration Number:</b>	4168375		
<b>TRADEMARK</b>			

OP \$965.00 77547323

Property Type	Number	Word Mark
Registration Number:	4505648	STORM FACTORY
Serial Number:	86337669	MT. WEIRD
Serial Number:	86337716	MT. WEIRD
Registration Number:	3542116	ROXY
Registration Number:	3730042	ROXY
Registration Number:	2858806	ROXY
Registration Number:	2851891	ROXY
Registration Number:	2988186	ROXY
Registration Number:	2809462	ROXY
Registration Number:	2919733	ROXY
Registration Number:	3616390	ROXY
Registration Number:	2474406	ROXY
Registration Number:	2375481	ROXY
Registration Number:	2714839	ROXY
Registration Number:	2427898	ROXY
Registration Number:	2228883	ROXY
Registration Number:	2255435	ROXY
Registration Number:	2297591	ROXY
Registration Number:	2225688	ROXY

**CORRESPONDENCE DATA**

**Fax Number:** 2158325619  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*  
**Phone:** 215-569-5619  
**Email:** pecsenye@blankrome.com  
**Correspondent Name:** Timothy D. Pecsénye  
**Address Line 1:** Blank Rome LLP  
**Address Line 2:** One Logan Square, 8th Floor  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103-6998

<b>ATTORNEY DOCKET NUMBER:</b>	074658-14061
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	10/29/2014

**Total Attachments: 8**  
source=12. Trademark Security Agreement#page1.tif  
source=12. Trademark Security Agreement#page2.tif  
source=12. Trademark Security Agreement#page3.tif  
source=12. Trademark Security Agreement#page4.tif  
source=12. Trademark Security Agreement#page5.tif  
source=12. Trademark Security Agreement#page6.tif

source=12. Trademark Security Agreement#page7.tif

source=12. Trademark Security Agreement#page8.tif

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 10th day of October, 2014, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of October 10, 2014 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Mervin Manufacturing, Inc., a California corporation ("Mervin") and the other Loan Parties from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Mervin from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto (but excluding any United States intent-to-use application for registration of a trademark, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues therefrom under applicable federal law);

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

Notwithstanding the forgoing, the Trademark Collateral shall not include any Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor. Nothing herein, nor any exercise of rights hereunder by Agent, shall be deemed to make Agent responsible for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Licenses subject to a security interest hereunder.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks as provided in the Credit Agreement. If Agent shall have requested that any Grantor execute any amendment or supplement hereto as to any such new Trademarks or Licenses for Trademarks and Grantor shall have failed to do so within 10 days after Agent's request, then Agent is authorized to unilaterally modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, rules of construction set forth in Section 1.4 of the Credit Agreement apply to this Trademark Security Agreement *mutatis mutandis*.

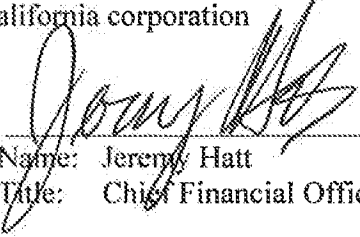
8. GOVERNING LAW. This Trademark Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the internal laws of the State of New York with respect to contracts made and to be performed wholly within the State of New York.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

**MERVIN MANUFACTURING, INC.,**  
a California corporation

By:   
Name: Jeremy Hatt  
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

S-1

**TRADEMARK**  
**REEL: 005390 FRAME: 0378**

ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: **Emily Carroll**  
Title: **Vice President**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

S-2

TRADEMARK  
REEL: 005390 FRAME: 0379



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

Mark	Status	Application Number	Application Date	Registration Number	Registration Date	Renewal	Registrant
BANANA TECHNOLOGY	Filed	77547323	8/14/2008				Mervin Manufacturing, Inc.
BANANA TECHNOLOGY	Registered	77982595	8/14/2008	4091580	1/24/2012	1/24/2022	Mervin Manufacturing, Inc.
BENT METAL	Registered	78/108,240	2/12/2002	2,792,932	12/9/2003	12/9/2023	Mervin Manufacturing, Inc.
BENT METAL	Registered	77908041	1/8/2010	3945568	4/12/2011	4/12/2021	Mervin Manufacturing, Inc.
FREEDOM DOLLY	Registered	77908052	1/8/2010	4112310	3/13/2012	3/13/2022	Mervin Manufacturing, Inc.
FREEDOM DOLLY	Registered	85064868	6/16/2010	4392639	8/27/2013	8/27/2023	Mervin Manufacturing, Inc.
GNU	Registered	75/553,317	9/15/1998	2331395	3/21/2000	3/21/2020	Mervin Manufacturing, Inc.
GNU	Registered	77766411	6/23/2009	4280114	1/22/2013	1/22/2023	Mervin Manufacturing, Inc.
	Registered	74/639,181	2/27/1995	1941340	12/12/1995	12/12/2015	Mervin Manufacturing, Inc.
HOT KNIFE	Registered	85680855	7/18/2012	4429700	11/05/2013	11/05/2023	Mervin Manufacturing, Inc.
LIB TECH	Registered	85249807	2/23/2011	4529889	5/13/2014	5/13/2024	Mervin Manufacturing, Inc.
LIB TECHNOLOGIES	Filed	86016177	7/22/2013				Mervin Manufacturing, Inc.
LIB TECHNOLOGIES	Registered	77741458	5/20/2009	4392478	8/27/2013	8/27/2023	Mervin Manufacturing, Inc.
LIB TECHNOLOGIES	Registered	75/553,316	9/15/1998	2331394	3/21/2000	3/21/2020	Mervin Manufacturing, Inc.
LIB TECHNOLOGIES	Registered	78/108,234	2/12/2002	2778678	10/28/2003	10/28/2023	Mervin Manufacturing, Inc.
	Registered	74/638,361	2/27/1995	2011436	10/29/1996	10/29/2016	Mervin Manufacturing, Inc.
MAGNETRACTION	Registered	85366601	7/8/2011	4505722	4/01/2014	4/01/2024	Mervin Manufacturing, Inc.
	Registered	77967782	3/24/2010	4347056	6/4/2013	6/4/2023	Mervin Manufacturing, Inc.
	Registered	77983179	3/24/2010	4168375	7/3/2012	7/3/2022	Mervin Manufacturing, Inc.
STORM FACTORY	Registered	85235520	2/7/2011	4505648	04/01/2014	04/01/2024	Mervin Manufacturing, Inc.
MT. WEIRD	Filed	86337669	7/15/2014				Mervin Manufacturing, Inc.
MT. WEIRD	Filed	86337716	7/15/2014				Mervin Manufacturing, Inc.

Licenses

Mark	Status	Application Number	Application Date	Registration Number	Registration Date	Next Renewal Due	Registrant	Current Owner
ROXY	Registered	78/980,615	8/29/2005	3542116	12/2/2008	12/2/2018	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Registered	78/702,917	8/29/2005	3730042	12/22/2009	12/22/2019	Quicksilver Americas, Inc.	QS WHOLESALE, INC.
ROXY	Registered	78/136,536	6/18/2002	2858806	6/29/2004	6/29/2024	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Registered	78/138,118	6/24/2002	2851891	6/8/2004	6/8/2024	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Registered	78/336,354	12/4/2003	2988186	8/23/2005	8/23/2015	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Registered	78/162,154	9/9/2002	2809462	1/27/2004	1/27/2024	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Registered	78/138,129	6/24/2002	2919733	1/18/2005	1/18/2015	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Registered	75/838,206	11/1/1999	3616390	5/5/2009	5/5/2019	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Registered	75/838,044	11/1/1999	2474406	7/31/2001	7/31/2021	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Registered	75/829,696	10/22/1999	2375481	8/8/2000	8/8/2020	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Registered	75/826,848	10/19/1999	2714839	5/13/2003	5/13/2023	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Registered	75/612,754	12/28/1998	2427898	2/13/2001	2/13/2021	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Registered	75/473,320	4/23/1998	2228883	3/2/1999	3/2/2019	Quicksilver, Inc.	QS WHOLESALE, INC.

ROXY	Registered	75/466,980	4/13/1998	2255435	6/22/1999	6/22/2019	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Registered	75/466,979	4/13/1998	2297591	12/7/1999	12/7/2019	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Registered	75/408,138	12/18/1997	2225688	2/23/1999	2/23/2019	Quicksilver, Inc.	QS WHOLESALE, INC.