

07-17-2001



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7/3/01

To the Honorable Commissioner of

and address of receiving party(ies):

1. Name of conveying party(ies):

The J. Jill Group, Inc.

Individual(s) Association
General Partnership Limited Partnership

[X] Corporation - Delaware

Other:

Name: Citizens Bank of Massachusetts

Street Address: 28 State Street

City: Boston State: MA ZIP: 02109-3 2001

Individual(s) citizenship

Association

General Partnership

Additional name(s) of conveying party(ies) attached? Yes [X] No

3. Nature of conveyance:

Assignment Merger
[X] Security Agreement Change of Name

Other:

Execution Date: June 29, 2001

Limited Partnership

[X] Corporation - Massachusetts

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes [X] No

Additional name(s) & address(es) attached? Yes [X] No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/070767 76/070773
76/070768 76/070770
76/070769

B. Trademark Registration No.(s)

1204106 2226071
1323907 2286599
1329522 2234098

Additional numbers attached? Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Charles E. Weinstein, Esq.

Internal Address: Foley Hoag & Eliot LLP

Street Address: One Post Office Square

City: Boston State: MA ZIP: 02109

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41): \$290.00

Enclosed

[X] Authorized to be charged to deposit account

8. Deposit account number:

06-1446

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Charles E. Weinstein, Esq.

Name of Person Signing

Signature

June 29, 2001

Date

Total number of pages comprising cover sheet: 1

07/16/2001 DBYRME 00000059 061446 76070767

01 FC:481 40.00 CH
02 FC:482 250.00 CH

GRANT OF SECURITY INTEREST IN TRADEMARKS

AGREEMENT made this 29th day of June, 2001 by and between THE J. JILL GROUP, INC., a corporation duly organized and existing under the laws of the State of Delaware and having a principal place of business at 4 Batterymarch Park, Quincy, MA 02169 (herein the "BORROWER"), and CITIZENS BANK OF MASSACHUSETTS, duly organized and existing under the laws of The Commonwealth of Massachusetts and having a principal place of business at 28 State Street, Boston, MA 02109, as Agent for the benefit of and on behalf of all of the Lenders, as such term is defined in that certain Fifth Amended and Restated Loan Agreement ("LOAN AGREEMENT") of even date herewith (herein the "AGENT").

WITNESSETH:

WHEREAS, by instrument dated June 29, 2001, BORROWER executed and delivered to the AGENT a security agreement (the "SECURITY AGREEMENT") pursuant to which BORROWER granted a security interest to the AGENT in all of its property, including, without limitation, a lien on and security interest in all of BORROWER'S patents and trademarks; and

WHEREAS, BORROWER owns the United States registrations of the trademarks listed on Exhibit A hereto, which registrations have been issued by the U.S. Patent and Trademark Office (the "PTO"), and the United States trademark applications listed on Exhibit A hereto, which applications have been filed with the PTO; and

WHEREAS, BORROWER wishes to file this instrument with the PTO to confirm its grant of a security interest to the AGENT of all of its federally registered trademarks and federal trademark applications listed in Exhibit A hereto as security for the "Obligations" (the "OBLIGATIONS") as defined in the LOAN AGREEMENT.

NOW, THEREFORE, BORROWER does hereby confirm its grant of a security interest in all of its rights to the trademarks and United States registrations thereof and the federal trademark applications listed on Exhibit A and all goodwill associated therewith annexed hereto and made a part hereof, which Exhibit consists of one page (all herein referred to as "COLLATERAL").

Provided, nevertheless, that if BORROWER shall well and truly pay and perform all OBLIGATIONS of BORROWER to the Lenders hereby secured (as herein provided) and all covenants and agreements of BORROWER herein contained, then this instrument shall be void and of no further effect and the interest hereby granted shall cease and terminate, and the AGENT will execute and deliver such documents as may be necessary to discharge this instrument to BORROWER and release the lien granted pursuant hereto.

BORROWER hereby warrants and represents to the AGENT that it has full power and authority to enter into this Agreement.

Upon the occurrence and continuance of any EVENT OF DEFAULT as defined in the LOAN AGREEMENT, the AGENT shall have, in addition to all other rights provided herein or therein, the rights and remedies of a secured party under the Uniform Commercial Code; and


further, after the occurrence and continuance of an EVENT OF DEFAULT, the AGENT may, upon reasonable notice to BORROWER, at any time or times, sell and deliver any or all of the COLLATERAL at public or private sale, for cash, upon such terms as the AGENT deems advisable, at its sole discretion. Expenses of retaking, holding, preparing for sale, selling or similarly relating to realization on the COLLATERAL shall include reasonable attorney's fees. The AGENT's rights and remedies under this Agreement will be cumulative and not exclusive of any other right or remedy which the AGENT may have. For the purpose hereof, notice of any intended sale or disposition in writing at least ten (10) days before the time of such sale or disposition, shall be deemed reasonable notice.

If the AGENT shall exercise its rights to sell any or all of such COLLATERAL, then BORROWER agrees to assign unto the AGENT or as the AGENT may direct all of its rights and claims that it may have for past infringement of any of the trademarks in the COLLATERAL.


The AGENT shall be under no duty or obligation to enforce any rights or take any action with respect to the COLLATERAL, including without limitation, the maintaining or prosecuting of any claims or rights for infringement by third parties, and BORROWER hereby holds the AGENT harmless of and from all liability, loss or damage, including reasonable attorney's fees, by reason of this instrument including without limitation all costs, expenses or damages incurred as a result of being joined in any litigation relating to the COLLATERAL.

This Agreement shall be construed and enforced under the laws of The Commonwealth of Massachusetts and shall take effect as an instrument under seal.

THE J. JILL GROUP, INC.

By: 
Olga Conley
Chief Financial Officer

CITIZENS BANK OF MASSACHUSETTS, as
AGENT

By: 
Lori B. Leeth
Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

June 29, 2001

Then personally appeared Olga L. Conley, the Chief Financial Officer of The J. Jill Group, Inc., as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of The J. Jill Group, Inc., before me.

Paul J. Levenson
Notary Public

My Commission Expires: March 13, 2003

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

June 29, 2001

Then personally appeared Lori B. Leeth, a Senior Vice President of Citizens Bank of Massachusetts, as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of Citizens Bank of Massachusetts.

Paul J. Levenson
Notary Public

My Commission Expires: March 13, 2003

EXHIBIT A
TRADEMARKS

<u>REGISTRATION NO.</u>	<u>TRADEMARK</u>	<u>REGISTRATION DATE</u>
1,204,106	J. Jill Ltd. [and design]	August 3, 1982
1,323,907	Nicole Summers [and design]	March 5, 1985
1,329,522	Nicole Summers [and design]	April 9, 1985
2,226,071	J. Jill	February 23, 1999
2,286,599	J. Jill	October 12, 1999
2,234,098	J. Jill	March 23, 1999

<u>APPLICATION NO.</u>	<u>TRADEMARK</u>	<u>APPLICATION DATE</u>
76/070767	J. Jill	June 13, 2000
76/070768	J.Jill	June 13, 2000
76/070769	Pure Jill	June 13, 2000
76/070773	Pure Jill	June 13, 2000
76/070770	Pure Jill	June 13, 2000