

05-22-2006



To the Director of the U. S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies):

J. Crew International, Inc.

103242140

Name of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Goldman Sachs Credit Partners, L.P., as collateral agent

Internal Address:

Street Address: 85 Broad Street

City: New York

State: NY

Country: USA

Zip: 10004

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 05/15/2006

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)
(see attached)

B. Trademark Registration No.(s)
(see attached)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Deborah Taylor

Internal Address: c/o Latham & Watkins LLP

Street Address: 633 West Fifth Street, Suite 4000

City: Los Angeles

State: CA **Zip:** 90071

Phone Number: 213-485-1234

Fax Number: 213-891-8763

Email Address: deborah.taylor@lw.com

6. Total number of applications and registrations involved:

33

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 840.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Deborah Taylor
Signature

May 15, 2006

Date

Deborah Taylor

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

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5/17/06

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>U.S. Marks</u>	<u>Registration/Application Numbers</u>
(Design Only)	78-751460 (Abandoned)
J.CREW	78-652755
SKI CREW	78-593608 (Abandoned)
CREWCUTS	78-568692
LITTLE CREW	78-563995 (Abandoned)
J.CREW UNTUCKED	78-563993
J.CREW UNTUCKED	78-496989
CREWCUTS	78-417243
WHITE SPLASH	76-306291 (Abandoned)
FRAGRANCE #2	76-299139 (Abandoned)
CREWCUTS	2929166
GIANT JEAN	76-116608 (Abandoned)
SO J. CREW	2735138
JR CREW	76-003126 (Abandoned)
J CREW	75-941618 (Abandoned)
J.CREW	75-841908
BACK AT IT	75-483569 (Abandoned)
FREESTYLE	75-378829 (Abandoned)
J.CREW	74-710100 (Abandoned)
THE BARN JACKET	74-345206 (Abandoned)
J.CREW	74-341144 (Abandoned)
CREW CUTS	74-072036 (Abandoned)
J.CREW	2169873
CREW	2431701
J.CREW KID	2525857 (Inactive Registration)
J.CREW	2462509
J.CREW	2351667
MULTIGLISSE	2350570
JCG	2385964
JCMG	2272925
CREW	1348064
J.CREW	1308888
J.CREW	1556833 (Abandoned)

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 15, 2006 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of **J. CREW INC.** and **J. CREW INTERNATIONAL, INC.** (collectively, "Grantors") and **GOLDMAN SACHS CREDIT PARTNERS L.P.**, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of May 15, 2006 (as amended, restated, amended and restated, or otherwise modified, the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a 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 United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time) (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

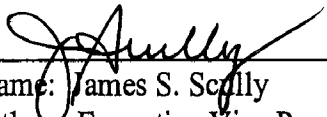
SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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.

J. CREW INC.

By: 
Name: James S. Scully
Title: Executive Vice President and
Chief Financial Officer

Signature page to Trademark Security Agreement

TRADEMARK
REEL: 003344 FRAME: 0685

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.

J. CREW INTERNATIONAL, INC.

By: Nicholas P. Lamberti

Name: Nicholas P. Lamberti

Title: Vice President and Controller

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By: W W Archer
Name: William W. Archer
Title: Managing Director

Signature page to Trademark Security Agreement

TRADEMARK
REEL: 003344 FRAME: 0687

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