

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Collateral Assignment and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wachovia Bank, NA		05/04/2007	National Association:
RECEIVING PARTY DATA			
Name:	Citicorp USA, Inc.		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1348064	CREW	
Registration Number:	2431701	CREW	
Registration Number:	1949288	CREWCUTS	
Registration Number:	2462509	J. CREW	
Registration Number:	1308888	J. CREW	
Registration Number:	2169873	J. CREW	
Registration Number:	2351667	J. CREW	
Registration Number:	1793494	J. CREW	
Registration Number:	2525857	J. CREW KID	
Registration Number:	2385964	JCG	
Registration Number:	2272925	JCMG	
Registration Number:	2255255	JCREW.COM	
Registration Number:	2350570	MULTIGLISSE	

CH \$340.00 1348064

CORRESPONDENCE DATA

900077634

**TRADEMARK
 REEL: 003548 FRAME: 0328**

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: brandon.cherry@weil.com, phyllis.depaola@weil.com
Correspondent Name: Weil, Gotshal & Manges c/o Brandon Cherry
Address Line 1: 767 5th Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	35899.0341
NAME OF SUBMITTER:	Brandon Cherry
Signature:	/Brandon Cherry/
Date:	05/24/2007

Total Attachments: 6

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ASSIGNMENT OF TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT, dated as of May 4, 2007, by Wachovia Bank, National Association, as successor in merger to Congress Financial Corporation, as administrative agent and collateral agent (the "*Existing Agent*") and Citicorp USA, Inc. ("*CUSA*"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below).

W i t n e s s e t h:

WHEREAS, J. CREW OPERATING CORP., a Delaware corporation ("*Operating*"), J. CREW INC., a New Jersey corporation ("*J. Crew*"), GRACE HOLMES, INC., a Delaware corporation doing business as J. CREW RETAIL ("*Retail*"), H.F.D. NO. 55, INC., a Delaware corporation doing business as J. Crew Factory ("*Factory*"), Madewell Inc., a Delaware corporation ("*Madewell*"), and together with Factory, J. Crew, Retail, and Operating, each individually a "*Borrower*" and collectively, the "*Borrowers*"), J. CREW GROUP INC. ("*Holdings*"), J. CREW INTERNATIONAL, INC. ("*JCI*"), a "*Guarantor*" and together with Holdings, the "*Guarantors*"), the lenders and issuers from time to time party thereto, the Existing Agent, Bank of America, as the syndication agent and certain other parties thereto, are parties to the Amended and Restated Loan and Security Agreement, dated as of December 23, 2004 (as amended, modified, or supplemented, the "*Existing Credit Agreement*");

WHEREAS, JCI and the Existing Agent are parties to a Trademark Collateral Assignment and Security Agreement, dated as of December 23, 2002 (the "*Trademark Security Agreement*") which was recorded with the United States Patent and Trademark Office on April 7, 2003 at Reel 2706 and Frame 07; and

WHEREAS, the Existing Agent desires to (x) resign as administrative agent and collateral agent under the Existing Credit Agreement, and (y) appoint CUSA as the successor Administrative Agent and Collateral Agent under the Existing Credit Agreement pursuant to a master assignment and resignation agreement dated on or prior to the date hereof (the "*Master Assignment and Resignation Agreement*"), among the Existing Agent, CUSA, the Borrowers and the other Loan Parties; and

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of May 4, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrowers, the Guarantors, the Lenders and Issuers party thereto and CUSA, as agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, JCI is a party to an Amended and Restated Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "*Security Agreement*");

WHEREAS, the Existing Agent hereby agrees to assign the Trademark Security Agreement to CUSA for the benefit of the Secured Parties (as defined in the Existing Credit Agreement), so that the Liens granted pursuant to the Financing Agreements (as defined in the Existing Credit Agreement) shall continue in full force and effect during the term of the Security Agreement and any renewals thereof and shall continue to secure the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Existing Agent hereby agrees with CUSA as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Assignment and Assumption of Trademark Security Agreement

The Existing Agent hereby irrevocably assigns and transfers to CUSA, and CUSA hereby irrevocably accepts and assumes from the Existing Agent, all of the Existing Agent's rights and obligations under the Trademark Security Agreement.

Section 3. United States Patent and Trademark Office Filing

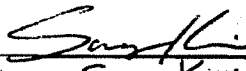
The Existing Agent hereby requests the U.S. Commissioner of Patents and Trademarks to record this Assignment of Trademark Security Agreement against the trademark registrations set forth on schedule 1.

Section 4. Master Assignment and Resignation Agreement

This Assignment of Trademark Security Agreement is subject to the Master Assignment and Resignation Agreement.

[SIGNATURE PAGES FOLLOW]

WACHOVIA BANK, NATIONAL
ASSOCIATION, (as successor in interest to
CONGRESS FINANCIAL CORPORATION)
as Assignor

By: 
Name: Sang Kim
Title: Vice President

CITICORP USA, INC.,
as Assignee

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

J. CREW INTERNATIONAL, INC.,
as Grantor

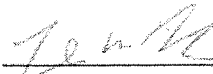
By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

WACHOVIA BANK, NATIONAL
ASSOCIATION, (as successor in interest to
CONGRESS FINANCIAL CORPORATION)
as Assignor

By: _____
Name:
Title:

CITICORP USA, INC.,
as Assignee

By:  _____
Name: **Thomas M. Nelson**
Title: **Director**

ACCEPTED AND AGREED
as of the date first above written:

J. CREW INTERNATIONAL, INC.,
as Grantor

By: _____
Name: Nicholas P. Lamberti
Title: Vice President and Controller

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

WACHOVIA BANK, NATIONAL
ASSOCIATION, (as successor in interest to
CONGRESS FINANCIAL CORPORATION)
as Assignor

By: _____
Name:
Title:

CITICORP USA, INC.,
as Assignee

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

J. CREW INTERNATIONAL, INC.,
as Grantor

By: Nicholas Lambert
Name: Nicholas P. Lamberti
Title: Vice President and Controller

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

Schedule I
to
Assignment of Trademark Security Agreement

Trademark Registrations

1.	CREW	REG. NO.	1348064
2.	CREW	REG. NO.	2431701
3.	CREWCUTS	REG. NO.	1949288
4.	J. CREW	REG. NO.	2462509
5.	J. CREW	REG. NO.	1308888
6.	J. CREW	REG. NO.	2169873
7.	J. CREW	REG. NO.	2351667
8.	J. CREW	REG. NO.	1793494
9.	J. CREW KID	REG. NO.	2525857
10.	JCG	REG. NO.	2385964
11.	JCMG	REG. NO.	2272925
12.	JCREW.COM	REG. NO.	2255255
13.	MULTIGLISSE	REG. NO.	2350570