

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J. Crew International, Inc.		05/04/2007	CORPORATION:
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: 7			
Property Type	Number	Word Mark	
Registration Number:	3163866	CREWCUTS	
Registration Number:	3107778	CREWCUTS	
Registration Number:	2929166	CREWCUTS	
Registration Number:	3098101	J. CREW	
Registration Number:	2735138	SO J. CREW	
Serial Number:	78496989	J. CREW UNTUCKED	
Serial Number:	78563993	J. CREW UNTUCKED	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

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ATTORNEY DOCKET NUMBER:	35899.0341
NAME OF SUBMITTER:	Brandon Cherry
Signature:	/Brandon Cherry/
Date:	05/24/2007
Total Attachments: 5 source=JCREW TM Sec Agmt#page1.tif source=JCREW TM Sec Agmt#page2.tif source=JCREW TM Sec Agmt#page3.tif source=JCREW TM Sec Agmt#page4.tif source=JCREW TM Sec Agmt#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 4, 2007, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to Section 7.11 (*Additional Grantors*) of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Citicorp USA, Inc. ("*CUSA*"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

Witnesseth:

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 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., a Delaware corporation ("*Holdings*") and J. CREW INTERNATIONAL, INC., a Delaware corporation ("*JCI*" and together with Holdings, each individually a "*Guarantor*" and collectively, 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, the Grantors are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Second Amended and Restated Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "*Security Agreement*") 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 Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent 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. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the

Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

- (a) all of its trademarks, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each trademark; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any trademark or (ii) injury to the goodwill associated with any trademark.

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 Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

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.
as Grantor

By: Nicholas Lamberti
Name: Nicholas Lamberti
Title: VP Treasurer +
Assistant Secretary

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Administrative Agent

By: _____
Name:
Title:

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.
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Administrative Agent

By: 
Name: **MARCUS WUNDERLICH**
Title: **Vice President**

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

1.	CREWCUTS	REG. NO.	3163866
2.	CREWCUTS	REG. NO.	3107778
3.	CREWCUTS	REG. NO.	2929166
4.	J. CREW	REG. NO.	3098101
5.	SO J. CREW	REG. NO.	2735138

Application Numbers

1.	J. CREW UNTUCKED	APP. NO.	78/496989
2.	J. CREW UNTUCKED	APP. NO.	78/563993