TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Talbots Group, Limited Partnership		07/01/2009	LIMITED PARTNERSHIP: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Jill Acquisition LLC
Street Address:	4 Batterymarch Park
City:	Quincy
State/Country:	MASSACHUSETTS
Postal Code:	02169
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3483528	COMPASSION TEE
Registration Number:	2226071	J. JILL
Registration Number:	2549253	J. JILL
Registration Number:	2549252	J. JILL
Registration Number:	2234098	J. JILL
Registration Number:	2286599	J. JILL
Registration Number:	3495018	J. JILL COMPASSION FUND
Registration Number:	2947688	LIVE LOVE LAUGH
Registration Number:	3401652	NATURE OF COMPASSION
Registration Number:	2841401	NATURE'S JEANSWEAR
Registration Number:	3399428	PURE JILL
Registration Number:	3614025	PURE JILL
Registration Number:	3089255	THE ART AND CRAFT OF J. JILL

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Serial Number:	77279600	INSPIRED STYLE
Serial Number:	77374155	J. JILL
Serial Number:	77237405	J. JILL COMPASSION TEE
Serial Number:	77279592	SIMPLY INSPIRED
Serial Number:	77589400	TAKE 5

CORRESPONDENCE DATA

Fax Number: (212)446-4900

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2129093078

Email: susan.zablocki@kirkland.com

Correspondent Name: Susan Zablocki

Address Line 1: Kirkland & Ellis LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	38310-362
NAME OF SUBMITTER:	Susan Zablocki
Signature:	//susan zablocki//
Date:	07/02/2009

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

THIS TRADEMARK ASSIGNMENT (this "Agreement"), effective as of the Closing Date, is made by and between The Talbots Group, Limited Partnership, a Massachusetts limited partnership with an address at One Talbots Drive, Hingham, Massachusetts 02043 ("Assignor"), and Jill Acquisition LLC, a Delaware limited liability company with an address at 4 Batterymarch Park, Quincy, Massachusetts 02169 ("Assignee" and, together with Assignor, each, a "Party" and, collectively, the "Parties"). Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor, Assignee and certain other parties have entered into an Asset Purchase Agreement dated as of June 7, 2009 (the "Purchase Agreement");

WHEREAS, Assignor is the owner of the trademark registrations and applications identified on Schedule A attached hereto (hereinafter collectively, the "Trademarks");

WHEREAS, Assignee is desirous of acquiring the Trademarks; and

WHEREAS, under the Purchase Agreement, Assignee is acquiring from Assignor certain assets of the Business to which the Trademarks pertain;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee do hereby agree as follows:

1. Assignment of Trademarks.

(a) Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Trademarks, in the United States and all appropriate jurisdictions, if any, outside the United States, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew the trademark registrations and any trademark registrations which shall issue from the applications included in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

(b) Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks, in accordance with this Trademark Assignment.

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2. Purchase Agreement. Each Party acknowledges and agrees that the terms and conditions of the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Applicable Law. This Agreement shall be governed by and construed under the Laws of the State of New York (without regard to the conflict of law principles thereof). Each of the Parties irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof shall be brought and determined in the United States District Court for the Southern District of New York or if such legal action or proceeding may not be brought in such court for jurisdictional purposes, in the Supreme Court of New York. Each of the Parties hereby (a) irrevocably submits with regard to any such action or proceeding to the exclusive personal jurisdiction of the aforesaid courts in the event any dispute arises out of this Agreement or any transaction contemplated hereby and waives the defense of sovereign immunity, (b) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court or that such action is brought in an inconvenient forum and (c) agrees that it shall not bring any action relating to this Agreement or any transaction contemplated hereby in any court other than any New York state or federal court sitting in New York, New York.

4. Assignment. No Party shall assign this Agreement or any part hereof, by operation of law or otherwise, without the prior written consent of the other Party (it being agreed and understood that, for purposes of this Section 4, this Agreement shall not be deemed to have been assigned upon the consummation of a direct or indirect (through an intermediate holding company) sale of all of the issued and outstanding equity securities of Assignee in a single transaction). Any attempted assignment in violation of this Section 4 shall be void. In no event shall any assignment pursuant to this Section 4 by a Party relieve such Party of any of its obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the Parties hereto and their respective permitted successors and assigns.

5. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile copies hereof or signature hereon shall, for all purposes, be deemed originals.

6. Amendment and Supplements. This Agreement may be amended or supplemented at any time by additional written agreements signed by, or on behalf of the Parties, as may mutually be determined by the Parties to be necessary, desirable or expedient to further the purpose of this Agreement or to clarify the intention of the Parties.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its proper officer thereunto duly authorized, as of July 1, 2009.

ASSIGNOR:

THE TALBOTS GROUP, LIMITED PARTNERSHIP

By: _____
Name: Richard T. O'Connell, Jr.
Title: Executive Vice President,
Real Estate, Legal, Store
Planning & Design and
Construction, and Secretary

STATE OF New York }
} ss:
COUNTY OF New York }

Before me, the undersigned, a Notary Public of the State of New York, personally appeared Richard T. O'Connell, Jr., having been sworn by me according to law did depose and say he was the Exec Vice President of The Talbots Group (the "Assignor") and did acknowledge the execution of the foregoing Trademark Assignment on behalf of said Assignor.

WITNESS my hand and notarial seal this 1st day of July, 2009.

_____

KAREN L. JENKINS
NOTARY PUBLIC, State of New York
No. 01JE4705945
Qualified in New York County
Commission Expires October 31, 2009

[Signature Page to Assignment of Trademarks]

Schedule A

Trademarks Registrations and Applications Therefor

Country/ Jurisdiction	Mark	Status	Registration No./ Application No.	Registration Date/ Filing Date
United States of America	COMPASSION TEE	Reg.	3483528	12 Aug. 2008
United States of America	INSPIRED STYLE	Pending ITU	77/279600	14 Sept. 2007
United States of America	J. JILL	Reg.	2226071	23 Feb. 1999
United States of America	J. JILL	Reg.	2549253	19 Mar. 2002
United States of America	J. JILL	Reg.	2549252	19 Mar. 2002
United States of America	J. JILL	Reg.	2234098	23 Mar. 1999
United States of America	J. JILL	Reg.	2286599	12 Oct. 1999
United States of America	J. JILL & Design (New Logo)	Pending ITU	77/374155	17 Jan. 2008
United States of America	J. JILL COMPASSION FUND	Reg.	3495018	2 Sept. 2008
United States of America	J. JILL COMPASSION TEE	Pending ITU	77/237405	24 July 2007
United States of America	LIVE LOVE LAUGH	Reg.	2947688	10 May 2005
United States of America	NATURE OF COMPASSION	Reg.	3401652	25 Mar. 2008
United States of America	NATURE'S JEANWEAR	Reg.	2841401	11 May 2004
United States of America	PURE JILL	Reg.	3399428	18 Mar. 2008
United States of America	PURE JILL	Reg.	3614025	28 Apr. 2009
United States of America	SIMPLY INSPIRED	Pending ITU	77/279592	14 Sept. 2007
United States of America	TAKE 5	Pending	77/589400	9 Oct. 2008
United States of America	THE ART & CRAFT OF J. JILL	Reg.	3089255	9 May 2006
Canada	J. JILL	Reg.	TMA 704453	11 Jan. 2008
Canada	J. JILL & Design (New Logo)	Pending	1372520	26 Nov. 2007
China (People's Republic)	J. JILL	Pending	IR# 870470	17 Oct. 2005

Country/ Jurisdiction	Mark	Status	Registration No./ Application No.	Registration Date/ Filing Date
China (People's Republic)	J. JILL	Pending	6866642	28 July 2008
China (People's Republic)	J. JILL	Pending	6866643	28 July 2008
China (People's Republic)	J. JILL	Pending	6866641	28 July 2008
China (People's Republic)	J. JILL	Pending	6866640	28 July 2008
China (People's Republic)	J. JILL & Design (New Logo)	Pending	6866639	28 July 2008
China (People's Republic)	J. JILL & Design (New Logo)	Pending	6866637	28 July 2008
China (People's Republic)	J. JILL & Design (New Logo)	Pending	6866636	28 July 2008
China (People's Republic)	J. JILL	Reg.	4546832	21 Dec. 2008
European Community	J. JILL	Pending	6981302	11 June 2008
Hong Kong	J.JILL	Reg.	200211501	6 July 1998
India	J. JILL	Reg.	1373826	30 May 2007
Indonesia	J. JILL	Pending	D00.2008.016041	5 May 2008
Int'l Registration – Madrid Protocol Only (China, Italy and Turkey)	J. JILL	Reg.	IR# 870470	17 Oct. 2005
Israel	J. JILL	Reg.	119493	7 Sept. 1999
Italy	J. JILL	Reg.	IR# 870470	17 Oct. 2005
Japan	J. JILL & Design (New Logo)	Pending	2008-046187	12 June 2008
Japan	J. JILL (Block Letters)	Reg.	5131407	25 Apr. 2008
Macao	J. JILL	Pending	N/29493	22 June 2007
Mexico	J. JILL	Reg.	913995	15 Dec. 2005
Mexico	J. JILL	Reg.	913996	15 Dec. 2005
Mexico	J. JILL	Reg.	913994	15 Dec. 2006
Peru	J. JILL	Pending	389330	18 May 2009
Singapore	J. JILL	Reg.	T9806509G	21 June 2001
Taiwan	J. JILL	Reg.	1275109	16 Aug. 2007
Turkey	J. JILL	Reg.	200602551	10 Nov. 2008
United Kingdom	J. JILL	Reg.	2425854	15 Dec. 2006
Vietnam	J. JILL	Reg.	91808	16 Nov. 2007
Vietnam	J. JILL	Reg.	96299	21 Feb. 2008

Schedule A