

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jill Holdings LLC		07/02/2009	LIMITED LIABILITY COMPANY: DELAWARE
Jill Acquisition LLC		07/02/2009	LIMITED LIABILITY COMPANY: DELAWARE
J. Jill Sourcing LLC		07/02/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The CIT Group/Buisness Credit, Inc., as Administrative and Collateral Agent		
Street Address:	11 West 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3483528	COMPASSION TEE	
Registration Number:	2549253	J. JILL	
Registration Number:	2549252	J. JILL	
Registration Number:	2234098	J. JILL	
Registration Number:	2226071	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	

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Registration Number:	3399428	PURE JILL
Registration Number:	3614025	PURE JILL
Registration Number:	3089255	THE ART AND CRAFT OF J. JILL
Serial Number:	77589400	TAKE 5

CORRESPONDENCE DATA

Fax Number: (617)227-4420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6172390310
Email: jdavis@eapdlaw.com
Correspondent Name: Jessica Davis
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	45550.0019
NAME OF SUBMITTER:	Jessica Davis
Signature:	/JDavis/
Date:	07/02/2009

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 2, 2009, is between the undersigned (each a "Grantor" and together, the "Grantors"), and The CIT Group/Business Credit, Inc., in its capacity as Administrative Agent and Collateral Agent with an address of 11 West 42nd Street, New York, New York 10036 (collectively, the "Agents") for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or modified from time to time the "Credit Agreement") among, J. Jill Sourcing LLC, a Delaware limited liability company and Jill Acquisition LLC, a Delaware limited liability company, and such other Persons joined thereto as a Borrower from time to time (each a "Borrower" and collectively, the "Borrowers"), Jill Holdings LLC, a Delaware limited liability company and such other Persons joined thereto as a Guarantor from time to time (each a "Guarantor" and collectively, the "Guarantors" and together with the Borrowers, the "Loan Parties"), the Lenders from time to time party thereto, The CIT Group/Business Credit, Inc., as Administrative Agent, Collateral Agent, Documentation Agent and Syndication Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrowers.

WHEREAS pursuant to the Guarantee and Collateral Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Grantors, the other Grantors party thereto and the Agents, the Grantors granted to the Agents a security interest in and continuing lien on, all of the Grantors' right, title and interest in, to and under all Collateral (as defined in the Security Agreement), including, without limitation, the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration demand, or otherwise, of all Obligations (as defined in the Security Agreement) including the obligations of the Loan Parties under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that, the Agents shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement in connection with all of the Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors agree as follows:

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

SECTION 2. Grant of Security Interest in Trademarks. The Grantors hereby grant to the Agents a security interest in and continuing lien on, all of the Grantors' right, title and interest in, to and under the Trademarks included in the Collateral, including, without limitation, the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

SECTION 3. Security for Obligations. This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

SECTION 4. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agents on behalf of and for the ratable benefit of the Lenders, pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agents 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

SECTION 5. Recordation. The Grantors hereby authorize and request that the Commissioner of Patent and Trademarks, any other applicable United States government officer or any applicable foreign government office record this Agreement.

SECTION 6. Release. At such time as the Loans, the Obligations (other than unasserted contingent indemnification liabilities) shall have been paid in full, the Commitments have been terminated and no Letters of Credit Obligations shall be outstanding (unless cash collateralized in accordance with the Credit Agreement), the Agents shall execute, acknowledge, and deliver to the Grantors the proper documents and instruments acknowledging the release of the lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 7. Miscellaneous.


(a) This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

(b) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

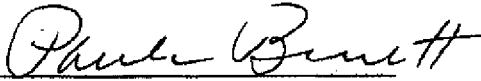
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IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

JILL HOLDINGS LLC

By: 
Name: Paula Bennett
Title: Chief Operating Officer and
Assistant Secretary


JILL ACQUISITION LLC

By: 
Name: Paula Bennett
Title: Chief Operating Officer and
Assistant Secretary

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004016 FRAME: 0684

J. JILL SOURCING LLC


By: 
Name: Paula Bennett
Title: Chief Operating Officer and
Assistant Secretary

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004016 FRAME: 0685

ADMINISTRATIVE AGENT AND COLLATERAL AGENT:

THE CIT GROUP/BUSINESS CREDIT, INC.

By: 

Name:

Title:

Kevin Marchetti
Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004016 FRAME: 0686

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

U.S. Registered Trademarks

MARK	Reg. No.	Reg. Date
COMPASSION TEE	3483528	8-12-2008
J. JILL	2549253	3-19-2002
J. JILL	2549252	3-19-2002
J. JILL	2234098	3-23-1999
J. JILL	2226071	2-23-1999
J. JILL	2286599	10-12-1999
J. JILL COMPASSION FUND	3495018	9-02-2008
LIVE LOVE LAUGH	2947688	5-10-2005
NATURE OF COMPASSION	3401652	3-25-2008
NATURE'S JEANSWEAR	2841401	5-11-2004
PURE JILL	3399428	3-18-2008
PURE JILL	3614025	4-28-2009
THE ART AND CRAFT OF J. JILL	3089255	05-09-2006

U.S. Pending Trademark Applications

MARK	App. No.	App. Date
TAKE 5	77589400	10-09-2008

BOS 661777.4

RECORDED: 07/02/2009

TRADEMARK
REEL: 004016 FRAME: 0687