

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Intellectual Property Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Talbots, Inc.		06/01/2010	CORPORATION: DELAWARE
Talbots Classics Finance Company, Inc.		06/01/2010	CORPORATION: DELAWARE
The Talbots Group, Limited Partnership		06/01/2010	LIMITED PARTNERSHIP: MASSACHUSETTS
Talbots Classics, Inc.		06/01/2010	CORPORATION: MASSACHUSETTS
Talbots Import, LLC		06/01/2010	LIMITED LIABILITY COMPANY: DELAWARE
J. Jill, GP		06/01/2010	CORPORATION: DELAWARE
J. Jill, LLC		06/01/2010	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE
Birch Pond Realty Corporation		06/01/2010	CORPORATION: DELAWARE
Talbots International Retailing Limited, Inc.		06/01/2010	CORPORATION: DELAWARE
Talbots (U.K.) Retailing Limited		06/01/2010	CORPORATION: DELAWARE
Talbots (Canada), Inc.		06/01/2010	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	General Electric Capital Corporation (as administrative agent)
Street Address:	10 Riverview Drive 4th Floor
City:	Danbury
State/Country:	CONNECTICUT
Postal Code:	06810
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3776133	RED CHAIR CONFESSIONS

900164841

TRADEMARK  
REEL: 004226 FRAME: 0045

CH \$40.00 3776133

**CORRESPONDENCE DATA****Fax Number:** (202)739-3001*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.***Phone:** 202-739-3000**Email:** jennifer.evans@morganlewis.com**Correspondent Name:** Morgan, Lewis & Bockius LLP**Address Line 1:** 1111 Pennsylvania Avenue, NW**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20004**ATTORNEY DOCKET NUMBER:**

102504-0007

**NAME OF SUBMITTER:**

Jennifer C. Evans

**Signature:**

/jennifer c. evans/

**Date:**

06/16/2010

**Total Attachments: 20**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated April 7, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among The Talbots, Inc., a Delaware corporation (the "Company"), The Talbots Group, Limited Partnership, a Massachusetts limited partnership (the "Talbots Group"), Talbots Classics Finance Company, Inc., a Delaware corporation ("Talbots Finance" and, together with the Company and the Talbots Group, collectively, the "Borrowers"), the Company, as Borrower Representative, the other Credit Parties party thereto, the Lenders and GE Capital, as Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated April 7, 2010 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and 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 and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the 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 Agent for the benefit of the Secured Parties, and grants to 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 and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[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.

Very truly yours,

**Grantors:**

**THE TALBOTS, INC.**

By: 

Name: Richard T. O'Connell, Jr.

Title: Executive Vice President

**TALBOTS CLASSICS FINANCE  
COMPANY, INC.**

By: 

Name: Richard T. O'Connell, Jr.

Title: Vice President

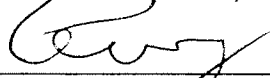
**THE TALBOTS GROUP, LIMITED  
PARTNERSHIP**

By: 

Name: Richard T. O'Connell, Jr.

Title: Executive Vice President

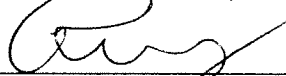
**TALBOTS CLASSICS, INC.**

By: 

Name: Richard T. O'Connell, Jr.

Title: Vice President


**TALBOTS IMPORT, LLC**

By: 

Name: Richard T. O'Connell, Jr.

Title: Vice President

**J. JILL, GP**

By: 

Name: Richard T. O'Connell, Jr.

Title: Vice President

**Grantors (cont'd)**

**J. JILL, LLC**

By: 

Name: Richard T. O'Connell, Jr.

Title: Vice President

**BIRCH POND REALTY  
CORPORATION**

By: 

Name: Richard T. O'Connell, Jr.

Title: Vice President

**TALBOTS INTERNATIONAL  
RETAILING LIMITED, INC.**

By: 

Name: Richard T. O'Connell, Jr.

Title: Vice President

**TALBOTS (U.K.) RETAILING  
LIMITED**

By: 

Name: Richard T. O'Connell, Jr.

Title: Vice President

**Grantors (cont'd):**

**TALBOTS (CANADA), INC.**

By: \_\_\_\_\_

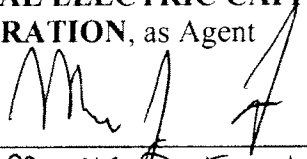
Name: Richard T. O'Connell, Jr.

Title: Vice President

**ACCEPTED AND AGREED**

as of the date first above written:

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, as Agent

By:   
Name: MARK S. FORT  
Title: Duly Authorized Signatory



ACKNOWLEDGMENT OF GRANTOR

State of New York )

ss.

County of Westchester )

On this 2nd day of June, 2010 before me personally appeared Richard T. O'Connell Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Talbots, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Laura Marchese  
Notary Public

LAURA MARCHESE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MA5002255  
Qualified in Putnam County  
My Commission Expires September 28, 2010

ACKNOWLEDGMENT OF GRANTOR

State of New York )

County of Westchester )

SS.

Talbots Classics Finance  
Company, Inc.

On this 2nd day of June, 2010 before me personally appeared Richard T. O'Connell Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of \_\_\_\_\_, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Laura Marchese  
Notary Public

LAURA MARCHESE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MA6002255  
Qualified in Putnam County  
My Commission Expires September 28, 2010

ACKNOWLEDGMENT OF GRANTOR

State of New York )

County of Westchester )

ss.

The Talbots Group,  
Limited Partnership

On this 2nd day of June, 2010 before me personally appeared Richard T. O'Connell Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of                                 , who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Laura Marchese

Notary Public

LAURA MARCHESE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MA6002255  
Qualified in Putnam County  
My Commission Expires September 28, 2010

ACKNOWLEDGMENT OF GRANTOR

State of New York )

ss.

County of Westchester )

On this 2nd day of June, 2010 before me personally appeared Richard T. O'Connell Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Talbots Classics, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Laura Marchese  
Notary Public

LAURA MARCHESE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MA5002255  
Qualified in Putnam County  
My Commission Expires September 28, 2010

ACKNOWLEDGMENT OF GRANTOR

State of New York )

ss.

County of Westchester )

On this 2nd day of June, 2010 before me personally appeared Richard T. O'Connell Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Talbots Import LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

LAURA MARCHESE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MA5002255  
Qualified in Putnam County  
My Commission Expires September 28, 2010

ACKNOWLEDGMENT OF GRANTOR

State of New York )

ss.

County of Westchester )

On this 2nd day of June, 2010 before me personally appeared Richard T. O'Connell Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of J. Jill GP, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Laura Marchese  
Notary Public

LAURA MARCHESE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MA5002255  
Qualified in Putnam County  
My Commission Expires September 28, 2010

ACKNOWLEDGMENT OF GRANTOR

State of New York )

ss.

County of Westchester )

On this 2nd day of June, 2010 before me personally appeared Richard T. O'Connell Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of J. Jill, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Laura Marchese  
Notary Public

LAURA MARCHESE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MA5002255  
Qualified in Putnam County  
My Commission Expires September 28, 2019

ACKNOWLEDGMENT OF GRANTOR

State of New York )  
County of Westchester )

ss.

Birch Pond Realty Corporation

On this 2nd day of June, 2010 before me personally appeared Richard T. O'Connell, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of \_\_\_\_\_, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Laura Marchese  
Notary Public

LAURA MARCHESE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MA5002255  
Qualified in Putnam County  
My Commission Expires September 28, 2010



ACKNOWLEDGMENT OF GRANTOR

State of New York )  
County of Westchester )

ss.

Talbots International  
Retailing Limited, Inc.

On this 2nd day of June, 2010 before me personally appeared Richard T. O'Connell, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of \_\_\_\_\_, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Laura Marchese  
Notary Public

LAURA MARCHESE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MA5002255  
Qualified in Putnam County  
My Commission Expires September 28, 2010

ACKNOWLEDGMENT OF GRANTOR

State of New York )  
County of Westchester )

ss.

Talbots (UK) Retailing Limited

On this 2nd day of June, 2010 before me personally appeared Richard T. O'Connell Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of \_\_\_\_\_, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Laura Marchese  
Notary Public

LAURA MARCHESE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MA5002255  
Qualified in Putnam County  
My Commission Expires September 28, 2010

ACKNOWLEDGMENT OF GRANTOR

State of New York )

ss.

County of Westchester )

On this 2nd day of June, 2010 before me personally appeared Richard T. O'Connell Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Talbots (Canada), Inc. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Laura Marchese  
Notary Public

LAURA MARCHESE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MA5002255  
Qualified In Putnam County  
My Commission Expires September 20, 2010

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registration

1. REGISTERED TRADEMARK

See Attached

# United States of America

United States Patent and Trademark Office

## RED CHAIR CONFESSIONS

Reg. No. 3,776,133

Registered Apr. 13, 2010

Int. Cls.: 35, 38, and 41

SERVICE MARK

PRINCIPAL REGISTER

THE TALBOTS GROUP, LIMITED PARTNERSHIP (MASSACHUSETTS LIMITED PARTNERSHIP)

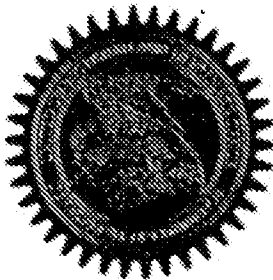
ONE TALBOTS DRIVE  
HINGHAM, MA 02043

FOR: MAIL ORDER CATALOG SERVICES IN THE FIELD OF WOMEN'S CLOTHING, FOOTWEAR, BAGS, JEWELRY, FASHION ACCESSORIES, LEATHER GOODS, GLASSWARE, AND HOUSE WARES; RETAIL STORE SERVICES AND ON-LINE RETAIL STORE SERVICES FEATURING WOMEN'S CLOTHING, FOOTWEAR, BAGS, JEWELRY, FASHION ACCESSORIES, LEATHER GOODS, GLASSWARE, AND HOUSE WARES; PROVIDING A WEBSITE FEATURING BUSINESS-RELATED ARTICLES AND INFORMATION IN THE FIELDS OF WOMEN'S CLOTHING AND ACCESSORIES, FASHION, AND THE HOME ENTERTAINMENT PRODUCT INDUSTRY; PROVIDING AN ADVERTISING WEBSITE PROMOTING THE GOODS AND SERVICES OF OTHERS BY PROVIDING REVIEWS OF RETAIL PRODUCTS, BOOKS, MOVIES, AND ENTERTAINMENT EVENTS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 8-24-2009; IN COMMERCE 8-24-2009.

FOR: PROVIDING ON-LINE CHAT ROOMS AND ELECTRONIC BULLETIN BOARDS FOR TRANSMISSION OF MESSAGES AMONG USERS IN THE FIELD OF WOMEN'S CLOTHING AND ACCESSORIES, FASHION, HOME ENTERTAINING, TRAVEL, REVIEWS OF RETAIL PRODUCTS, BOOKS AND MOVIES, ENTERTAINMENT EVENTS, CELEBRITY SIGHTINGS AND MATTERS OF GENERAL INTEREST, IN CLASS 38 (U.S. CLS. 100, 101 AND 104).

FIRST USE 8-24-2009; IN COMMERCE 8-24-2009.



FOR: ON-LINE JOURNALS, NAMELY, BLOGS FEATURING ARTICLES AND INFORMATION IN THE FIELDS OF WOMEN'S CLOTHING AND ACCESSORIES, FASHION, HOME ENTERTAINING, TRAVEL, REVIEWS OF RETAIL PRODUCTS, BOOKS AND MOVIES, ENTERTAINMENT EVENTS, CELEBRITY SIGHTINGS AND MATTERS OF GENERAL INTEREST; PROVIDING A WEBSITE FEATURING ENTERTAINMENT NEWS ARTICLES AND INFORMATION, NAMELY, ENTERTAINMENT INFORMATION REGARDING CELEBRITY SIGHTINGS, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 8-24-2009; IN COMMERCE 8-24-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 77-711,603, FILED 4-10-2009.

MAUREEN DALL, EXAMINING ATTORNEY

*David J. Kypas*

Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL  
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE  
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or reminder of these filing requirements.**

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE:** Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.