

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST, EFFECTIVE AS OF 07/01/2009	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THE TALBOTS GROUP, LIMITED PARTNERSHIP		02/15/2011	LIMITED PARTNERSHIP: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JILL ACQUISITION LLC		
<b>Street Address:</b>	4 BATTERYMARCH PARK		
<b>City:</b>	QUINCY		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02169		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3665005	J. JILL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)446-4900		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Email:</b>	susan.zablocki@kirkland.com		
<b>Correspondent Name:</b>	Susan Zablocki		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	501 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	42399-4		
<b>NAME OF SUBMITTER:</b>	Susan Zablocki		
<b>Signature:</b>	/susan zablocki/		

CH \$40.00 3665005

**900184673**

**TRADEMARK  
 REEL: 004483 FRAME: 0604**

Date:

02/21/2011

**Total Attachments: 5**

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**ASSIGNMENT OF TRADEMARKS**  
(SUPPLEMENTAL)

THIS TRADEMARK ASSIGNMENT (this "Agreement"), effective as of July 1, 2009, 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.

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]*

The Effective Date of this Assignment is July 1, 2009, retroactively.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its proper officer thereunto duly authorized, as of February 15, 2011.

**ASSIGNOR:**

THE TALBOTS GROUP, LIMITED PARTNERSHIP

By: [Signature]

Name: Richard T. O'Connell, Jr.

Title: Executive Vice President

STATE OF New York }  
  } SS:  
COUNTY OF Westchester

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 Executive Vice President of The Talbots Group, Limited Partnership (the "Assignor") and did acknowledge the execution of the foregoing Trademark Assignment on behalf of said Assignor.

WITNESS my hand and notarial seal this 15<sup>th</sup> day of Feb 2011.

[Signature]

LAURA MARCHESE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MA5002255  
Qualified in Putnam County  
My Commission Expires September 28, 2014

IN WITNESS WHEREOF, Assignee has caused this Trademark Assignment to be executed by its proper officer thereunto duly authorized, as of February 16, 2011.

**ASSIGNEE:**

JILL ACQUISITION LLC

By: [Signature]

Name: David J. Biese

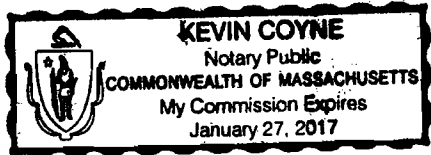
Title: Chief Financial Officer

STATE OF MASSACHUSETTS }  
  } ss:  
COUNTY OF NORFOLK }

Before me, the undersigned, a Notary Public of the State of MASSACHUSETTS, personally appeared DAVID J BIESE, having been sworn by me according to law did depose and say he was the Chief Financial OFFICER of JILL ACQUISITION LLC (the "Assignee") and did acknowledge the execution of the foregoing Trademark Assignment on behalf of said Assignee.

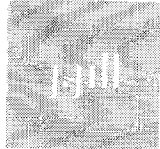
WITNESS my hand and notarial seal this 16 day of FEBRUARY, 2011.

[Signature]



Schedule A

**Trademarks Registrations and Applications Therefor**

<u>Country/ Jurisdiction</u>	<u>Mark</u>	<u>Status</u>	<u>Registration No</u>	<u>Registration Date</u>
United States of America	J. JILL 	Registered	3665005	8/4/2009

Schedule A