TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (TERM LOAN)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MADEWELL INC.		03/07/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	1455 MARKET STREET
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	968685	MADEWELL
Registration Number:	3638712	DENIM AFTER DARK
Registration Number:	3857256	1937
Registration Number:	3640283	NEW HAVEN
Registration Number:	3644128	WEARMASTER
Registration Number:	3747212	HI-LINE
Registration Number:	3878162	MADEWELL
Registration Number:	3924264	MADEWELL.COM

CH $215.00 968685

CORRESPONDENCE DATA

Fax Number: (646)848-4455

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

Phone: 212-848-4455

Email: jlik@shearman.com

Correspondent Name: Gloria Jung

Address Line 1: 599 Lexington Avenue

Address Line 2:	Shearman & Sterling LLP - IP Docketing
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	37051/15
NAME OF SUBMITTER:	GLORIA JUNG
Signature:	/GLORIA JUNG/
Date:	03/10/2011

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Trademark Security Agreement***") dated March 7, 2011, is made by the Person listed on the signature pages hereof (the "***Grantor***") in favor of Bank of America, N.A., as collateral agent (the "***Collateral Agent***") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of March 7, 2011 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "***Credit Agreement***"), among Chinos Acquisition Corporation, J. Crew Group, Inc., Chinos Intermediate Holdings B, Inc., the Lenders party thereto from time to time, Bank of America, N.A., as Administrative Agent and Collateral Agent, Mizuho Corporate Bank, Ltd. and Sumitomo Mitsui Banking Corporation, as Co-Documentation Agents, and the other agents named therein, (ii) each Secured Hedge Agreement and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, the Grantor has executed and delivered that certain Security Agreement dated March 7, 2011, made by the Grantor to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Security Agreement***").

Whereas, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. The Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

MADEWELL INC., as Grantor

By: _____
Name: James Scully
Title: Chief Administrative Officer and Chief Financial Officer

[Signature Page to Term Trademark Security Agreement – Madewell]

SCHEDULE A

Trademark	Owner	Appl No	Appl Date	Reg No
MADEWELL	MADEWELL INC.	72416485	24-Feb-72	968685
DENIM AFTER DARK	MADEWELL INC.	77611267	10-Nov-08	3638712
1937	MADEWELL INC.	77354599	18-Dec-07	3857256
NEW HAVEN	MADEWELL INC.	77200673	7-Jun-07	3640283
WEARMASTER	MADEWELL INC.	77200681	7-Jun-07	3644128
HI-LINE	MADEWELL INC.	77200487	7-Jun-07	3747212
MADEWELL	MADEWELL INC.	77980462	6-Oct-06	3878162
MADEWELL.COM	MADEWELL INC.	85067521	21-Jun-10	3924264