

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust Company		04/28/2011	COMPANY: DELAWARE

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: 17

Property Type	Number	Word Mark
Registration Number:	2226071	J. JILL
Registration Number:	2234098	J. JILL
Registration Number:	2286599	J. JILL
Registration Number:	2549252	J. JILL
Registration Number:	2549253	J. JILL
Registration Number:	2947688	LIVE LOVE LAUGH
Registration Number:	3089255	THE ART AND CRAFT OF J. JILL
Registration Number:	3399428	PURE JILL
Registration Number:	3401652	NATURE OF COMPASSION
Registration Number:	3483528	COMPASSION TEE
Registration Number:	3495018	J. JILL COMPASSION FUND
Registration Number:	3614025	PURE JILL
Registration Number:	3662982	TAKE 5
Registration Number:	3665005	J. JILL

CH \$440.00 2226071

Serial Number:	77942703	EASY.AGELESS.COOL
Serial Number:	77942719	J. JILL ESSENTIALS
Serial Number:	85143387	SIMPLE 120

CORRESPONDENCE DATA

Fax Number: (212)556-2222
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ATTORNEY DOCKET NUMBER:	05241-307008
NAME OF SUBMITTER:	Susan Shen-Frattura
Signature:	/Susan Shen-Frattura/
Date:	05/04/2011

Total Attachments: 3
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**RELEASE OF SECURITY
INTEREST IN TRADEMARKS**

RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Agreement") dated as of April 28, 2011, by WILMINGTON TRUST COMPANY, as Collateral Agent (the "Secured Party"), having a place of business at Rodney Square North, 1100 North Market Street, Wilmington, DE 19890, in favor of JILL ACQUISITION LLC, a Delaware limited liability company (the "Debtor"), having a place of business at 4 Batterymarch Park, Quincy, MA 02169.

WITNESSETH:

WHEREAS, the Debtor entered into a Security Agreement dated as of December 30, 2010 (the "Security Agreement") with the Secured Party and the other parties thereto;

WHEREAS, pursuant to the Security Agreement, Debtor and the Secured Party are parties to that certain Grant of Security Interest in United States Trademarks, dated as of December 30, 2010 (the "Trademark Security Agreement"), pursuant to which the Debtor granted a security interest in certain Trademarks to the Secured Party;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 31, 2010, at Reel 004445 and Frame 0151;

WHEREAS, the Debtor has paid all of the outstanding indebtedness to the Secured Party and the other lenders pursuant to which the Security Agreement relates; and

WHEREAS, the Debtor has requested that the Secured Party release its security interest in the Trademarks and reassign the same to the Debtor.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Secured Party hereby states as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement.

2. Release of Security Interest. The Secured Party hereby: (a) releases and discharges its security interest under the Trademark Security Agreement; (b) relinquishes its security interest and reassigns to the Debtor all right, title and interest that the Secured Party may have in all Trademarks of the Debtor, including (i) all of Debtor's right, title and interest in, to and under the United States trademark registrations and trademark applications set forth on Schedule A attached hereto, (ii) all proceeds and products of the foregoing, (iii) the goodwill of the businesses with which the foregoing are associated, and (iv) all causes of action for infringement of any of the foregoing or unfair competition regarding the same, including the right to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits; and (c) acknowledges and agrees that any right, title or interest of Secured Party in the intellectual property of the Debtor including the trademarks and applications listed on Schedule A, does hereby cease and become void.

[signature page to follow]

IN WITNESS WHEREOF, the Secured Party has caused this Release of Security Interest in Trademarks to be executed by its duly authorized corporate officer this 28th day of April, 2011.

WILMINGTON TRUST COMPANY, as
Collateral Agent

By: W.T. Morris II

Title: W. Thomas Morris, II
Vice President

SCHEDULE A

Trademark	Reg. #	Appl. #
J. JILL	2,226,071	75436142
J. JILL	2,234,098	75436141
J. JILL	2,286,599	75436143
J. JILL	2,549,252	76070767
J. JILL	2,549,253	76070768
LIVE LOVE LAUGH	2,947,688	78236754
THE ART AND CRAFT OF J. JILL	3,089,255	76635889
PURE JILL	3,399,428	78515393
NATURE OF COMPASSION	3,401,652	77279480
COMPASSION TEE	3,483,528	77237391
J. JILL COMPASSION FUND	3,495,018	77276644
PURE JILL	3,614,025	78980825
TAKE 5	3,662,982	77589400
J. JILL	3,665,005	77976984
EASY.AGELESS.COOL	N/A	77942703
J. JILL ESSENTIALS	N/A	77942719
SIMPLE 120	N/A	85143387