

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	COLLATERAL ASSIGNMENT OF TRADEMARK SECURITY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JJ LEASE FUNDING CORP.		02/01/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		
Street Address:	ELEVEN MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3662982	TAKE 5	
Registration Number:	3665005	J. JILL	
Registration Number:	3401652	NATURE OF COMPASSION	
Registration Number:	3495018	J. JILL COMPASSION FUND	
Registration Number:	3483528	COMPASSION TEE	
Registration Number:	3089255	THE ART AND CRAFT OF J. JILL	
Registration Number:	3399428	PURE JILL	
Registration Number:	3614025	PURE JILL	
Registration Number:	2947688	LIVE LOVE LAUGH	
Registration Number:	2549252	J. JILL	
Registration Number:	2549253	J. JILL	
Registration Number:	2234098	J. JILL	
Registration Number:	2286599	J. JILL	
Registration Number:	2226071	J. JILL	

TRADEMARK

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	030786-0458
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NAME OF SUBMITTER:	KRISTIN J AZCONA
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Signature:	/KJA/
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Date:	02/03/2012
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Total Attachments: 5

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**COLLATERAL ASSIGNMENT OF
TRADEMARK SECURITY**

This LEASE FUNDING CORP. COLLATERAL ASSIGNMENT OF TRADEMARK SECURITY, dated as of February 1, 2012, (as amended, supplemented or otherwise modified from time to time, the "Collateral Assignment"), is made by **JJ LEASE FUNDING CORP.** ("Lease Funding" or, the "Assignor") in favor of **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, as administrative agent and collateral agent (in such capacity and together with its successors, the "Administrative Agent" or, the "Assignee") for (i) the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Term Credit Agreement, dated as of April 29, 2011, (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Lease Funding, as borrower, the Lenders party thereto and Credit Suisse Securities (USA) LLC, as sole bookrunner and sole lead arranger and (ii) the other Secured Parties.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to Lease Funding under the Credit Agreement that Lease Funding shall have granted a security interest in all of its assets to the Administrative Agent for the benefit of the Secured Parties and Lease Funding has executed and delivered the Lease Funding Corp. Collateral Agreement, dated as of April 29, 2011, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Lease Funding Corp. Collateral Agreement");

WHEREAS, certain of the assets of Lease Funding consist of a security interest granted to Lease Funding under the Jill Trademark Security Agreement, dated as of April 29, 2011, by Jill Acquisition, LLC, as Grantor in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent (such security interest, the "Jill Trademark Security Interest"); and

WHEREAS, to evidence the collateral assignment of the Jill Trademark Security Interest to the Administrative Agent for the benefit of the Secured Parties, Lease Funding has agreed to execute this Collateral Assignment for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable 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. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Lease Funding Corp. Collateral Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. Grant of Security. Lease Funding hereby collaterally assigns, grants and pledges to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of Lease Funding's right, title and interest in and to the Jill Trademark Security Interest as evidenced by that certain Jill Trademark Security Agreement, dated as of April 29, 2011 (as amended, supplemented or otherwise modified from time to time, this "Jill

Trademark Security Agreement”), by the signatories thereto in favor of Lease Funding for the benefit of the Secured Parties recorded at Reel/Frame No. 004534-0416.

SECTION 3. Recordation. Lease Funding authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Collateral Assignment.

SECTION 4. Execution in Counterparts. This Collateral Assignment may be executed in any number of counterparts (including by telecopy), 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.

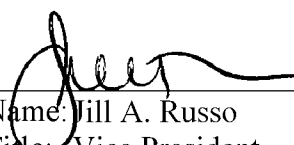
SECTION 5. Governing Law. This Collateral Assignment shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Conflict Provision. This Collateral Assignment has been entered into in conjunction with the provisions of the Lease Funding Corp. Collateral Agreement, the Lease Funding Corp. Intercreditor Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the collateral assignment granted herein are without prejudice to, and are in addition to those set forth in the Lease Funding Corp. Collateral Agreement, the Lease Funding Corp. Intercreditor Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Collateral Assignment are in conflict with the Lease Funding Corp. Collateral Agreement or the Credit Agreement, the provisions of the Lease Funding Corp. Intercreditor Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Collateral Assignment to be duly executed and delivered as of the date first above written.

JJ LEASE FUNDING CORP.,
as Assignor

By: 
Name: Jill A. Russo
Title: Vice President

[Lease Funding Corp. Trademark Collateral Assignment]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Administrative Agent and Assignee

By:


Name: **BILL O'DALY**
Title: **DIRECTOR**

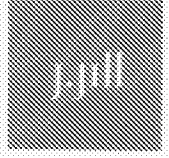
By:


Name: **Sanja Gazahi**
Title: **Associate**

[Lease Funding Corp. Trademark Collateral Assignment]

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date
TAKE 5	U.S. Federal	77589400	10/9/2008	3662982	8/4/2009
J. JILL & Design 	U.S. Federal	77976984	1/17/2008	3665005	8/4/2009
NATURE OF COMPASSION	U.S. Federal	77279480	9/14/2007	3401652	3/25/2008
J. JILL COMPASSION FUND	U.S. Federal	77276644	9/11/2007	3495018	9/2/2008
COMPASSION TEE	U.S. Federal	77237391	7/24/2007	3483528	8/12/2008
THE ART AND CRAFT OF J. JILL	U.S. Federal	76635889	4/11/2005	3089255	5/9/2006
PURE JILL	U.S. Federal	78515393	11/11/2004	3399428	3/18/2008
PURE JILL	U.S. Federal	78980825	11/11/2004	3614025	4/28/2009
LIVE LOVE LAUGH	U.S. Federal	78236754	4/11/2003	2947688	5/10/2005
J. JILL	U.S. Federal	76070767	6/13/2000	2549252	3/19/2002
J. JILL	U.S. Federal	76070768	6/13/2000	2549253	3/19/2002
J. JILL	U.S. Federal	75436141	2/18/1998	2234098	3/23/1999
J. JILL	U.S. Federal	75436143	2/18/1998	2286599	10/12/1999
J. JILL	U.S. Federal	75436142	2/18/1998	2226071	2/23/1999
J JILL	U.S. State - Wisconsin			20105001830	4/7/2010
J JILL - THE STORE	U.S. State - Wisconsin				7/6/2005