

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340714

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jill Acquisition LLC		05/08/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4406634	GIVE WHAT YOU LOVE LOVE WHAT YOU GIVE	
Registration Number:	2286599	J. JILL	
Registration Number:	2226071	J. JILL	
Registration Number:	2234098	J. JILL	
Registration Number:	2549253	J. JILL	
Registration Number:	2549252	J. JILL	
Registration Number:	3665005	J. JILL	
Registration Number:	3495018	J. JILL COMPASSION FUND	
Registration Number:	4258014	J. JILL ESSENTIALS	
Serial Number:	85680526	J. JILL UNCOMPLICATE	
Registration Number:	4550770	J.JILL STYLE REWARDS	
Registration Number:	3399428	PURE JILL	
Registration Number:	3614025	PURE JILL	
Registration Number:	4233350	PURE JILL FIT	
Registration Number:	3662982	TAKE 5	
Registration Number:	4627003	THE J. JILL WEAREVER COLLECTION	
Registration Number:	4542800	UNCOMPLICATE REWARDS	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 4406634

Fax Number: 2129692900

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

Phone: 212-969-3000

Email: trademark@proskauer.com

Correspondent Name: Jenifer deWolf Paine

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	40767-150
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NAME OF SUBMITTER:	Jenifer deWolf Paine
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SIGNATURE:	/Jenifer deWolf Paine/
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DATE SIGNED:	05/08/2015
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 8th day of May, 2015, between the Grantor listed on the signature pages hereof (the "Grantor"), and JEFFERIES FINANCE LLC, in its capacity as Collateral Agent for the Secured Creditors (together with its successors, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Term Loan Credit Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented, modified, renewed or extended from time to time, the "Credit Agreement") among Jill Holdings LLC, a Delaware limited liability company ("Holdings"), Jill Acquisition LLC, a Delaware limited liability company, as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders"), and the Administrative Agent (together with the Lenders, the "Lender Creditors"), the Lender Creditors have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement or the Credit Agreement;

WHEREAS, the Credit Parties may enter into (or be a party to) one or more Term Secured Hedging Agreements with a Hedging Creditor (the Hedging Creditors and the Lender Creditors are herein called the "Secured Creditors");

WHEREAS, in order to induce the Lender Creditors to enter into the Credit Agreement and the other Credit Documents and to induce the Lender Creditors to make financial accommodations to Borrower as provided for in the Credit Agreement, the Grantor agreed to grant a continuing security interest in and to the Collateral, including the Trademark Collateral (as defined below), in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations, pursuant to that certain Security Agreement dated as of May 8, 2015 among the Grantor, Holdings, J. Jill Gift Card Solutions, Inc. and the Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Collateral Agent, for the benefit of the Secured Creditors, this Trademark Security Agreement;

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby unconditionally grants and pledges to the Collateral Agent and its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Creditors, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in the Grantor’s right, title and interest in, to the following, whether now owned by or hereafter acquired by or arising in favor of the Grantor (collectively, the “Trademark Collateral”):

(a) all of its trademarks, trade names, service marks, trade dress, logos, slogans, designs or fictitious business names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) those marks listed on Schedule I; (ii) all renewals thereof; (iii) all rights corresponding thereto; and (iv) the goodwill of the businesses with which the Trademark Collateral is associated; and

(b) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

SECURITY FOR OBLIGATIONS. The Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Collateral Agent or any Secured Creditor, whether or not they are unenforceable or not allowable due to the existence of an Insolvency or Liquidation Proceeding involving the Grantor.

SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting the Grantor’s obligations under this Section, the Grantor hereby authorizes the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

TERMINATION. This Trademark Security Agreement shall terminate upon termination of the Security Agreement.

COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Credit Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

GOVERNING LAW. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Credit Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Credit Document refer to this Trademark Security Agreement or such other Credit Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Credit Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Credit Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Credit Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification and expense reimbursement Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Credit Document shall be satisfied by the transmission of a Record.

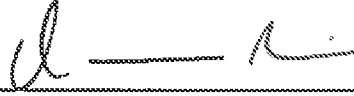
INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the Liens and Security Interests granted to the Collateral Agent pursuant to this Trademark Security Agreement in any Collateral and the exercise of any right or remedy by the Collateral Agent with respect to any Collateral hereunder are subject to the provisions of the Initial Intercreditor Agreement. In the event of any conflict between the terms of the Initial

Intercreditor Agreement and this Trademark Security Agreement, the terms of the Initial Intercreditor Agreement shall govern and control.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the 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.

JILL ACQUISITION LLC

By: 

Name: David Biese

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED

BY:

JEFFERIES FINANCE LLC, as Collateral Agent

By: _____

Name: _____

Title: _____

Signature Page to Project Berkshire Trademark Security Agreement

**TRADEMARK
REEL: 005512 FRAME: 0847**

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.

JILL ACQUISITION LLC

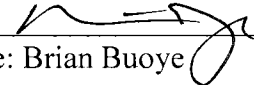
By: _____

Name: David Biese

Title: Senior Vice President

**ACCEPTED AND ACKNOWLEDGED
BY:**

JEFFERIES FINANCE LLC, as Collateral
Agent

By:  _____

Name: Brian Buoye

Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations/Applications

GRANTOR	MARK	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE
Jill Acquisition LLC	GIVE WHAT YOU LOVE LOVE WHAT YOU GIVE	85/849554 14-Feb-2013	4406634 24-Sep-2013
Jill Acquisition LLC	J. JILL	75/436143 18-Feb-1998	2286599 12-Oct-1999
Jill Acquisition LLC	J. JILL	75/436142 18-Feb-1998	2226071 23-Feb-1999
Jill Acquisition LLC	J. JILL	75/436141 18-Feb-1998	2234098 23-Mar-1999
Jill Acquisition LLC	J. JILL	76/070768 13-Jun-2000	2549253 19-Mar-2002
Jill Acquisition LLC	J. JILL	76/070767 13-Jun-2000	2549252 19-Mar-2002
Jill Acquisition LLC	J. JILL & Design (New Logo)	77/976984 17-Jan-2008	3665005 04-Aug-2009
Jill Acquisition LLC	J. JILL COMPASSION FUND	77/276644 11-Sep-2007	3495018 02-Sep-2008
Jill Acquisition LLC	J. JILL ESSENTIALS	77/942719 23-Feb-2010	4258014 11-Dec-2012
Jill Acquisition LLC	J. JILL UNCOMPLICATE	85/680526 18-Jun-2012	N/A
Jill Acquisition LLC	J. JILL STYLE REWARDS	86/076940 27-Sep-2013	4550770 17-Jun-2014
Jill Acquisition LLC	PURE JILL	78/515393 11-Nov-2004	3399428 18-Mar-2008
Jill Acquisition LLC	PURE JILL	78/980825 11-Nov-2004	3614025 28-Apr-2009
Jill Acquisition LLC	PUREJILL FIT & Design	85/561892 06-Mar-2012	4233350 30-Oct-2012

GRANTOR	MARK	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE
Jill Acquisition LLC	TAKE 5	77/589400 09-Oct-2008	3662982 04-Aug-2009
Jill Acquisition LLC	THE J. JILL WEAREVER COLLECTION	85/735413 21-Sep-2012	4627003 28-Oct-2014
Jill Acquisition LLC	UNCOMPLICATE REWARDS	86/076914 27-Sep-2013	4542800 03-Jun-2014