

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408746

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
J. CREW INTERNATIONAL, INC.		12/05/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A.		
<b>Street Address:</b>	100 Federal Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 52</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4485298	1035	
<b>Registration Number:</b>	4437416	770	
<b>Registration Number:</b>	4292872	770/ BEHIND THE LINE	
<b>Registration Number:</b>	4112314	COOPER'S PICKS	
<b>Registration Number:</b>	4175704	CREWCUTKIDS.COM	
<b>Registration Number:</b>	4652335	CREWCUTS	
<b>Registration Number:</b>	4172027	CREWCUTS	
<b>Registration Number:</b>	4466938	CREWCUTS BABY	
<b>Registration Number:</b>	4485018	DISCOVERED FOUND BY US, COLLECTED BY YOU	
<b>Registration Number:</b>	3958772	EXPLORE WITHOUT FOOTPRINTS	
<b>Registration Number:</b>	4432553	FACTORY FIRST	
<b>Registration Number:</b>	4664331	GARMENTS FOR GOOD	
<b>Registration Number:</b>	4293520	GARMENTS OF DISTINCTION	
<b>Registration Number:</b>	4488944	GARMENTS OF DISTINCTION	
<b>Registration Number:</b>	4935632	GIFT (BETTER) GUIDE	
<b>Registration Number:</b>	4028920	IN GOOD COMPANY	
<b>Registration Number:</b>	4882454	J. CREW	
<b>Registration Number:</b>	4598134	J. CREW	
<b>Registration Number:</b>	4190784	J. CREW	
<b>TRADEMARK</b>			

CH \$1315.00 4485298

Property Type	Number	Word Mark
Registration Number:	4756806	J.CREW
Registration Number:	4144171	J. CREW
Registration Number:	4935633	J. CREW
Registration Number:	4368617	J. CREW
Registration Number:	4709191	J.CREW BABY
Registration Number:	4717463	J. CREW BABY
Registration Number:	4781357	J. CREW COLLECTION
Registration Number:	4084606	J. CREW FACTORY
Registration Number:	4838476	J. CREW MERCANTILE
Registration Number:	4895913	J. CREW MERCANTILE
Registration Number:	4261541	J. CREW STYLE GUIDE
Registration Number:	4063886	JACK KNOWS BEST
Registration Number:	4063897	JENNA'S PICKS
Registration Number:	4377858	LANGHAM
Registration Number:	4378453	LIQUOR STORE
Registration Number:	4364847	LIQUOR STORE
Registration Number:	4541406	LUDLOW
Registration Number:	4863587	LUDLOW
Registration Number:	4330455	NO. 2 PENCIL
Registration Number:	4964942	POINT SUR
Registration Number:	4451917	RAIL & WHARF
Registration Number:	4400987	STONEHALL
Registration Number:	4140322	
Registration Number:	4382298	THE LUDLOW SHOP
Registration Number:	4530114	VERY PERSONAL STYLIST
Registration Number:	4530503	WALLACE & BARNES
Registration Number:	4413912	WALLACE & BARNES GARMENTS OF DISTINCTION
Registration Number:	4355256	WE KNOW YOU'RE OUT THERE
Registration Number:	4421722	WEAR YOUR SHADE!
Registration Number:	4351192	WEDGEWOOD TRENCH
Serial Number:	86128624	J. CREW MERCANTILE
Serial Number:	86285414	J. CREW MERCANTILE
Serial Number:	86769340	MAX THE MONSTER

**CORRESPONDENCE DATA**

Fax Number: 2123108007

*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: 212.310.8437

**Email:** juan.arias@weil.com  
**Correspondent Name:** Dennis F. Adams  
**Address Line 1:** Weil, Gotshal & Manges LLP  
**Address Line 2:** 767 Fifth Avenue  
**Address Line 4:** New York, NEW YORK 10153

**ATTORNEY DOCKET NUMBER:** Dennis Adams -54457.0004

**NAME OF SUBMITTER:** Dennis F. Adams

**SIGNATURE:** /Dennis F. Adams/

**DATE SIGNED:** 12/13/2016

**Total Attachments: 9**

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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 December 5, 2016, is made by the Person listed on the signature page 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 and Bank of America, N.A., as Administrative Agent and Collateral Agent, (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 Issuers have agreed to issue Letters of Credit for the account of the Borrower or a Restricted Subsidiary on 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 have executed this Trademark Security Agreement as of the date first above written.

J. CREW INTERNATIONAL, INC., Grantor

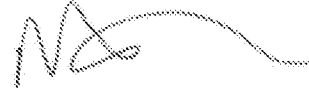
By: 

Name: Vincent Zanna

Title: Vice President, Treasurer

BANK OF AMERICA, N.A. as Collateral Agent and  
Grantee


By:  
Name:  
Title:





Matthew Potter  
Vice President



SCHEDULE A



REGISTERED TRADEMARKS

<u>COUNTRY</u>	<u>MARK</u>	<u>CLASS</u>	<u>APPLN.NO.</u>	<u>APPLN.DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	1035	25	86/028914	8/5/2013	4485298	2/18/2014	REGISTERED
United States	770	25	85/711415	8/23/2012	4437416	11/19/2013	REGISTERED
United States	770/ BEHIND THE LINE	41	85/251885	2/25/2011	4292872	2/19/2013	REGISTERED
United States	COOPER'S PICKS	35	77/912929	1/15/2010	4112314	3/13/2012	REGISTERED
United States	<u>CREWCUTKIDS.COM</u>	35	85/507623	1/3/2012	4175704	7/17/2012	REGISTERED
United States	CREWCUTS	14	86/261689	4/24/2014	4652335	12/9/2014	REGISTERED
United States	CREWCUTS (Stylized) and Elephant Design 	14, 16, 18, 25, 26	77/806117	8/17/2009	4172027	7/10/2012	REGISTERED
United States	CREWCUTS BABY	25	85/480131	11/23/2011	4466938	1/14/2013	REGISTERED
United States	DISCOVERED FOUND BY US, COLLECTED BY YOU	35	86/008893	7/12/2013	4485018	2/18/2014	REGISTERED
United States	EXPLORE WITHOUT FOOTPRINTS	25	77/840535	10/2/2009	3958772	5/10/2011	REGISTERED
United States	FACTORY FIRST	35	85/906005	4/16/2013	4432553	11/12/2013	REGISTERED
United States	GARMENTS FOR GOOD	18, 25, 35	85/880500	3/19/2013	4664331	12/30/2014	REGISTERED
United States	GARMENTS OF DISTINCTION	18, 25, 35	85/978316	12/28/2011	4293520	2/19/2013	REGISTERED



<u>COUNTRY</u>	<u>MARK</u>	<u>CLASS</u>	<u>APPLN.NO.</u>	<u>APPLN.DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	GARMENTS OF DISTINCTION	25	85/505020	12/28/2011	4488944	2/25/2014	REGISTERED
United States	GIFT (BETTER) GUIDE	35	86/677799	6/29/2015	4935632	4/12/2016	REGISTERED
United States	IN GOOD COMPANY	35	85/274606	3/23/2011	4028920	9/20/2011	REGISTERED
United States	J. CREW	09, 14, 18, 21, 24 25 35	86/332488	7/9/2014	4882454	1/5/2016	REGISTERED
United States	J. CREW	09, 16, 20, 21, 28	85/880520	3/19/2013	4598134	9/2/2014	REGISTERED
United States	J. CREW	09, 35	85/533440	2/3/2012	4190784	8/14/2012	REGISTERED
United States	J. CREW	24, 26	86/125862	11/21/2013	4756806	6/16/2015	REGISTERED
United States	J. CREW	35	85/322183	5/16/2011	4144171	5/15/2012	REGISTERED
United States	J. CREW (Script) 	09, 14, 18, 25, 35, 36	86/677826	6/29/2015	4935633	4/12/2016	REGISTERED
United States	J. CREW (Script) 	41	85/820382	1/10/2013	4368617	7/16/2013	REGISTERED
United States	J. CREW BABY	25, 35	86/125852	11/21/2013	4709191	3/24/2015	REGISTERED

<u>COUNTRY</u>	<u>MARK</u>	<u>CLASS</u>	<u>APPLN.NO.</u>	<u>APPLN.DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	J. CREW BABY (Stylized) and Heart Design 	25	86/125859	11/21/2013	4717463	4/7/2015	REGISTERED
United States	J. CREW COLLECTION	25, 35	86/468931	12/2/2014	4781357	7/28/2015	REGISTERED
United States	J. CREW FACTORY	35	85/067511	6/21/2010	4084606	1/10/2012	REGISTERED
United States	J. CREW MERCANTILE	35	86/977125	11/25/2013	4838476	10/20/2015	REGISTERED
United States	J. CREW MERCANTILE (Stylized) 	35	86/768910	9/25/2015	4895913	2/2/2016	REGISTERED
United States	J. CREW STYLE GUIDE	35	85/624083	5/14/2012	4261541	12/18/2012	REGISTERED
United States	JACK KNOWS BEST	35	77/864918	11/4/2009	4063886	11/29/2011	REGISTERED
United States	JENNA'S PICKS	35	77/877636	11/20/2009	4063897	11/29/2011	REGISTERED
United States	LANGHAM	25	85/564356	3/8/2012	4377858	7/30/2013	REGISTERED
United States	LIQUOR STORE	25	85/527759	1/27/2012	4378453	8/6/2013	REGISTERED
United States	LIQUOR STORE	35	85/785465	11/21/2012	4364847	7/9/2013	REGISTERED
United States	LUDLOW	25	85/489549	12/7/2011	4541406	6/3/2014	REGISTERED

<u>COUNTRY</u>	<u>MARK</u>	<u>CLASS</u>	<u>APPLN.NO.</u>	<u>APPLN.DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	LUDLOW	25, 35	85/954939	6/10/2013	4863587	12/1/2015	REGISTERED
United States	No. 2 PENCIL	25	85/564253	3/8/2012	4330455	5/7/2013	REGISTERED
United States	POINT SUR	25	86/060718	9/10/2013	4964942	5/24/2016	REGISTERED
United States	RAIL & WHARF	18	85/558996	3/2/2012	4451917	12/17/2013	REGISTERED
United States	STONEHALL	25	85/564347	3/8/2012	4400987	9/10/2013	
United States	Sustainability Logo 	35	85/349465	6/17/2011	4140322	5/8/2012	REGISTERED
United States	THE LUDLOW SHOP	35, 40	85/646852	6/8/2012	4382298	8/13/2013	REGISTERED
United States	VERY PERSONAL STYLIST	45	85/574397	3/20/2012	4530114	5/13/2014	REGISTERED
United States	WALLACE & BARNES	18, 25, 35	85/802214	12/13/2012	4530503	5/13/2014	REGISTERED
United States	WALLACE & BARNES GARMENTS OF DISTINCTION NEW YORK (Stylized) and design 	18, 25, 35	85/840229	2/4/2013	4413912	10/8/2013	REGISTERED
United States	WE KNOW YOU'RE OUT THERE	35	85/612919	5/1/2012	4355256	6/18/2013	REGISTERED
United States	WEAR YOUR SHADE!	25	85/880047	3/19/2013	4421722	10/22/2013	REGISTERED
United States	WEDGEWOOD TRENCH	25	85/564361	3/8/2012	4351192	6/11/2013	REGISTERED

TRADEMARK APPLICATIONS

<u>COUNTRY</u>	<u>MARK</u>	<u>CLASS</u>	<u>APPLN.NO.</u>	<u>APPLN.DATE</u>	<u>STATUS</u>
United States	J. CREW MERCANTILE	14, 18	86/128624	11/25/2013	FILED
United States	J. CREW MERCANTILE	25	86/285414	5/19/2014	FILED
United States	MAX THE MONSTER	14, 16, 18, 21, 25	86/769340	9/25/2015	FILED