

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409856

<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>
MADEWELL, INC.		12/09/2016	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: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3957991	MADEWELL	
<b>Registration Number:</b>	4128967	MADEWELL	
<b>Registration Number:</b>	4109476	BROADWAY & BROOME	
<b>Registration Number:</b>	4162102	MADEWELL	
<b>Registration Number:</b>	4162103	MADEWELL MUSINGS	
<b>Registration Number:</b>	4511225	RIVET & THREAD HERITAGE DENIM	
<b>Registration Number:</b>	4511226	RIVET & THREAD	
<b>Registration Number:</b>	4205559	MADEWELL	
<b>Registration Number:</b>	4312046	THE STYLE SPINNER	
<b>Registration Number:</b>	4412130	SIDEWALK SKIMMER	
<b>Registration Number:</b>	4404599	SHADE WELL	
<b>Registration Number:</b>	4840502	GOOD DAYS START WITH GREAT JEANS	
<b>Registration Number:</b>	4836695	BIEN FAIT	
<b>Registration Number:</b>	4895377	#EVERYDAYMADEWELL	
<b>Registration Number:</b>	4157439	MADEWELL BEACH SHACK	
<b>Serial Number:</b>	86781746	WE DON'T SELL LONGER LEGS...BUT WE KINDO	
<b>Serial Number:</b>	86821715	MADEWELL	
<b>Serial Number:</b>	86942426	MADEWELL	
<b>Serial Number:</b>	87138665	MILE(S) BY MADEWELL	

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Property Type	Number	Word Mark
Serial Number:	87140210	MADEWELL MUSE
Serial Number:	87140216	MADEWELL VIP
Serial Number:	87140224	MADEWELL ICON
Serial Number:	87140229	MADEWELL INSIDER
Serial Number:	87208571	MADEWELL INSIDER
Serial Number:	87210230	MADEWELL
Serial Number:	87225500	#TOTEWELL

**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

<b>ATTORNEY DOCKET NUMBER:</b>	Dennis Adams-54457.0004
<b>NAME OF SUBMITTER:</b>	Dennis F. Adams
<b>SIGNATURE:</b>	/Dennis F. Adams/
<b>DATE SIGNED:</b>	12/21/2016

**Total Attachments: 6**

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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 9, 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 by that certain First Amendment to Credit Agreement, dated as of October 11, 2012, that certain Second Amendment to Credit Agreement, dated as of March 5, 2014, that certain Third Amendment to Credit Agreement, dated as of December 10, 2014, that certain Fourth Amendment to Credit Agreement (Incremental Amendment), dated as of December 17, 2015, and that certain Fifth Amendment to Credit Agreement and Consent to Release of Mortgages, dated as of November 17, 2016, and as further amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") among J. CREW GROUP, INC., a Delaware corporation, CHINOS INTERMEDIATE HOLDINGS B, INC., a Delaware corporation, 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 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.

MADEWELL, INC. as Grantor

By:   
Name: Vincent Zanna  
Title: Vice President and Treasurer

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

By:  
Name:  
Title:

  
\_\_\_\_\_  
Matthew Potter  
Vice President

SCHEDULE A

REGISTERED TRADEMARKS

TRADEMARK	COUNTRY	REG. NO./DATE	APP. NO./FILED	OWNER	STATUS
MADEWELL	United States	3957991 10-MAY-2011	77015932 06-OCT-2006	Madewell, Inc.	Registered
MADEWELL	United States	4128967 17-APR-2012	77405040 25-FEB-2008	Madewell, Inc.	Registered
BROADWAY & BROOME	United States	4109476 06-MAR-2012	85015820 16-APR-2010	Madewell, Inc.	Registered
MADEWELL	United States	4162102 19-JUN-2012	85276779 25-MAR-2011	Madewell, Inc.	Registered
MADEWELL MUSINGS	United States	4162103 19-JUN-2012	85276791 25-MAR-2011	Madewell, Inc.	Registered
RIVET & THREAD HERITAGE DENIM	United States	4511225 08-APR-2014	85506435 30-DEC-2011	Madewell, Inc.	Registered
RIVET & THREAD	United States	4511226 08-APR-2014	85506449 30-DEC-2011	Madewell, Inc.	Registered
MADEWELL	United States	4205559 11-SEP-2012	85533426 03-FEB-2012	Madewell, Inc.	Registered
THE STYLE SPINNER	United States	4312046 02-APR-2013	85628186 17-MAY-2012	Madewell, Inc.	Registered
SIDEWALK SKIMMER	United States	4412130 01-OCT-2013	85711323 23-AUG-2012	Madewell, Inc.	Registered
SHADE WELL	United States	4404599 17-SEP-2013	85711393 23-AUG-2012	Madewell, Inc.	Registered
GOOD DAYS START WITH GREAT JEANS	United States	4840502 27-OCT-2015	86554990 05-MAR-2015	Madewell, Inc.	Registered
BIEN FAIT	United States	4836695 20-OCT-2015	86579146 27-MAR-2015	Madewell, Inc.	Registered

#EVERYDAYMADEWELL	United States	4895377 02-FEB-2016	86677482 29-JUN-2015	Madewell, Inc.	Registered
MADEWELL BEACH SHACK	United States	4157439 12-JUN-2012	85446526 13-OCT-2011	Madewell, Inc.	Registered

TRADEMARK APPLICATIONS

TRADEMARK	COUNTRY	APP. NO./FILED	OWNER	STATUS
WE DON'T SELL LONGER LEGS...BUT WE KIND OF DO	United States	86781746 08-OCT-2015	Madewell, Inc.	Pending
MADEWELL	United States	86821715 16-NOV-2015	Madewell, Inc.	Pending
MADEWELL	United States	86942426 16-MAR-2016	Madewell, Inc.	Pending
MILE(S) BY MADEWELL	United States	87138665 15-AUG-2016	Madewell, Inc.	Pending
MADEWELL MUSE	United States	87140210 16-AUG-2016	Madewell, Inc.	Pending
MADEWELL VIP	United States	87140216 16-AUG-2016	Madewell, Inc.	Pending
MADEWELL ICON	United States	87140224 16-AUG-2016	Madewell, Inc.	Pending
MADEWELL INSIDER	United States	87140229 16-AUG-2016	Madewell, Inc.	Pending
MADEWELL INSIDER	United States	87208571 19-OCT-2016	Madewell, Inc.	Pending
MADEWELL	United States	87210230 20-OCT-2016	Madewell, Inc.	Pending
#TOTEWELL	United States	87225500 03-NOV-2016	Madewell, Inc.	Pending