

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411472

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MADEWELL, INC.		12/08/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	1455 MARKET STREET		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	3957991	MADEWELL	
Registration Number:	4128967	MADEWELL	
Registration Number:	4109476	BROADWAY & BROOME	
Registration Number:	4162102	MADEWELL	
Registration Number:	4162103	MADEWELL MUSINGS	
Registration Number:	4511225	RIVET & THREAD HERITAGE DENIM	
Registration Number:	4511226	RIVET & THREAD	
Registration Number:	4205559	MADEWELL	
Registration Number:	4312046	THE STYLE SPINNER	
Registration Number:	4412130	SIDEWALK SKIMMER	
Registration Number:	4404599	SHADE WELL	
Registration Number:	4840502	GOOD DAYS START WITH GREAT JEANS	
Registration Number:	4836695	BIEN FAIT	
Registration Number:	4895377	#EVERYDAYMADEWELL	
Registration Number:	4157439	MADEWELL BEACH SHACK	
Serial Number:	86781746	WE DON'T SELL LONGER LEGS...BUT WE KINDO	
Serial Number:	86821715	MADEWELL	
Serial Number:	86942426	MADEWELL	
Serial Number:	87138665	MILE(S) BY MADEWELL	

CH \$665.00 3957991

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: 6508385109

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: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: MARIE-ALEXIS VALENTE

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	37051/15
NAME OF SUBMITTER:	MARIE-ALEXIS VALENTE
SIGNATURE:	/MARIE-ALEXIS VALENTE/
DATE SIGNED:	01/06/2017

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 8, 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 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:



Kevin L. Ahart
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