

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434380

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
J. Crew International, Inc. (Grantor)		02/09/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Savings Fund Society, FSB (Collateral Agent)
Street Address:	500 Delaware Avenue
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 66

Property Type	Number	Word Mark
Registration Number:	4485298	1035
Registration Number:	4437416	770
Registration Number:	4292872	770/ BEHIND THE LINE
Registration Number:	4112314	COOPER'S PICKS
Registration Number:	2431701	CREW
Registration Number:	1348064	CREW
Registration Number:	4175704	CREWCUTKIDS.COM
Registration Number:	4652335	CREWCUTS
Registration Number:	3163866	CREWCUTS
Registration Number:	3107778	CREWCUTS
Registration Number:	4172027	CREWCUTS
Registration Number:	4466938	CREWCUTS BABY
Registration Number:	4485018	DISCOVERED FOUND BY US, COLLECTED BY YOU
Registration Number:	3958772	EXPLORE WITHOUT FOOTPRINTS
Registration Number:	4432553	FACTORY FIRST
Registration Number:	4664331	GARMENTS FOR GOOD
Registration Number:	4293520	GARMENTS OF DISTINCTION
Registration Number:	4488944	GARMENTS OF DISTINCTION

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4935632	GIFT (BETTER) GUIDE
Registration Number:	4028920	IN GOOD COMPANY
Registration Number:	4882454	J. CREW
Registration Number:	4598134	J. CREW
Registration Number:	4190784	J. CREW
Registration Number:	2462509	J. CREW
Registration Number:	1308888	J. CREW
Registration Number:	4756806	J.CREW
Registration Number:	3737898	J. CREW
Registration Number:	3098101	J. CREW
Registration Number:	4144171	J. CREW
Registration Number:	2351667	J. CREW
Registration Number:	3622997	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:	3870032	J. CREW
Serial Number:	86128624	J. CREW MERCANTILE
Serial Number:	86285414	J. CREW MERCANTILE
Registration Number:	4838476	J. CREW MERCANTILE
Registration Number:	4895913	J. CREW MERCANTILE
Registration Number:	4261541	J. CREW STYLE GUIDE
Registration Number:	3240424	J. CREW UNTUCKED
Registration Number:	4063886	JACK KNOWS BEST
Registration Number:	4063897	JENNA'S PICKS
Registration Number:	3687101	JUST ASK . . .
Registration Number:	4377858	LANGHAM
Registration Number:	4378453	LIQUOR STORE
Registration Number:	4364847	LIQUOR STORE
Registration Number:	4541406	LUDLOW
Registration Number:	4863587	LUDLOW
Serial Number:	86769340	MAX THE MONSTER
Registration Number:	4330455	NO. 2 PENCIL
Registration Number:	4178184	
Registration Number:	4964942	POINT SUR

Property Type	Number	Word Mark
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

CORRESPONDENCE DATA

Fax Number: 2127557306

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) 326-3939

Email: NYTEF@jonesday.com

Correspondent Name: Beth D. Vogel

Address Line 1: Jones Day

Address Line 2: 250 Vesey Street

Address Line 4: New York, NEW YORK 10281

NAME OF SUBMITTER: Beth D. Vogel

SIGNATURE: /Beth D. Vogel/

DATE SIGNED: 07/10/2017

Total Attachments: 11

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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 February 9, 2017, is made by the Person listed on the signature page hereof (the "Grantor") in favor of Wilmington Savings Fund Society, FSB, as collateral agent (as successor in such capacity to Bank of America, N.A., the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Amended and Restated Credit Agreement, dated as of March 5, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among 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 (i) the Trademarks, including the Trademarks set forth on Schedule A attached hereto, and (ii) the Intellectual Property License Agreement, entered into as of December 6, 2016 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Trademark License"), by and between, *inter alios*, J. Crew Domestic Brand, LLC, as Licensor, and the Grantor, as Licensee, evidencing a license in respect of an undivided 72.04% ownership interest in the J. CREW marks covered by the United States federal Trademark registrations set forth on Schedule B attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks and the Trademark License, as applicable, 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: Senior Vice President, Treasurer

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Collateral Agent and Grantee

By: 

Name:

Patrick J. Healy

Title:

Senior Vice President

TRADEMARK

REEL: 006101 FRAME: 0869

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							

TRADEMARK APPLICATIONS




<u>COUNTRY</u>	<u>MARK</u>	<u>CLASS</u>	<u>APPLN.NO.</u>	<u>APPLN.DATE</u>	<u>STATUS</u>
United States					
United States					
United States					




SCHEDULE B

LICENSED REGISTERED TRADEMARKS AND APPLICATIONS

<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	CREW	25	76/014732	3/31/2000	2431701	2/27/2001	REGISTERED
United States	CREW	25	73/465087	2/10/1984	1348064	7/9/1985	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	18, 26, 35	78/568692	2/16/2005	3163866	10/24/2006	REGISTERED
United States	CREWCUTS	25	78/417243	5/12/2004	3107778	6/20/2006	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

<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	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
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	14	75/706289	5/14/1999	2462509	6/19/2001	REGISTERED
United States	J. CREW	18, 25, 42	73/411551	1/31/1983	1308888	12/11/1984	REGISTERED
United States	J. CREW	24, 26	86/125862	11/21/2013	4756806	6/16/2015	REGISTERED

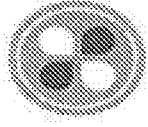
<u>COUNTRY</u>	<u>MARK</u>	<u>CLASS</u>	<u>APPLN.NO.</u>	<u>APPLN.DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	J. CREW	25	77/588472	10/8/2008	3737898	1/12/2010	REGISTERED
United States	J. CREW	35	78/652755	6/17/2005	3098101	5/30/2006	REGISTERED
United States	J. CREW	35	85/322183	5/16/2011	4144171	5/15/2012	REGISTERED
United States	J. CREW	35	75/676905	4/8/1999	2351667	5/23/2000	REGISTERED
United States	J. CREW	36	77/616884	11/18/2008	3622997	5/19/2009	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
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

<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 FACTORY	35	85/067511	6/21/2010	4084606	1/10/2012	REGISTERED
United States	J. CREW LOGO 	14, 18, 25, 35, 36	77/968500	3/25/2010	3870032	11/2/2010	REGISTERED
United States	J. CREW LOGO 	14, 18, 25, 35, 36	77/968500	3/25/2010	3870032	11/2/2010	REGISTERED
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	J. CREW MERCANTILE	35	86/977125	11/25/2013	4838476	10/20/2015	REGISTERED
United States	J. CREW MERCANTILE (Stylized)  MERCANTILE	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	J. CREW UNTUCKED	25	78/496989	10/8/2004	3240424	5/8/2007	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

<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	just ask . . . (Stylized) 	35	77/494034	6/9/2008	3687101	9/22/2009	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
United States	LUDLOW	25, 35	85/954939	6/10/2013	4863587	12/1/2015	REGISTERED
United States	MAX THE MONSTER	14, 16, 18, 21, 25	86/769340	9/25/2015			FILED
United States	No. 2 PENCIL	25	85/564253	3/8/2012	4330455	5/7/2013	REGISTERED
United States	Oarsman Design 	25	85/391104	8/5/2011	4178184	7/24/2012	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	

<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>
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United States	Sustainability Logo	35	85/349465	6/17/2011	4140322	5/8/2012	REGISTERED
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United States	THE LUDLOW SHOP	35, 40	85/646852	6/8/2012	4382298	8/13/2013	REGISTERED
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United States	VERY PERSONAL STYLIST	45	85/574397	3/20/2012	4530114	5/13/2014	REGISTERED
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United States	WALLACE & BARNES	18, 25, 35	85/802214	12/13/2012	4530503	5/13/2014	REGISTERED
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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
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United States	WE KNOW YOU'RE OUT THERE	35	85/612919	5/1/2012	4355256	6/18/2013	REGISTERED
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United States	WEAR YOUR SHADE!	25	85/880047	3/19/2013	4421722	10/22/2013	REGISTERED
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United States	WEDGEWOOD TRENCH	25	85/564361	3/8/2012	4351192	6/11/2013	REGISTERED
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