

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434986

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
J. CREW DOMESTIC BRAND, LLC		07/13/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION
<b>Street Address:</b>	100 WALL STREET
<b>Internal Address:</b>	16TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 66

Property Type	Number	Word Mark
Serial Number:	86028914	1035
Serial Number:	85711415	770
Serial Number:	85251885	770/ BEHIND THE LINE
Serial Number:	77912929	COOPER'S PICKS
Serial Number:	76014732	CREW
Serial Number:	73465087	CREW
Serial Number:	85507623	CREWCUTKIDS.COM
Serial Number:	86261689	CREWCUTS
Serial Number:	78568692	CREWCUTS
Serial Number:	78417243	CREWCUTS
Serial Number:	77806117	CREWCUTS
Serial Number:	85480131	CREWCUTS BABY
Serial Number:	86008893	DISCOVERED FOUND BY US, COLLECTED BY YOU
Serial Number:	77840535	EXPLORE WITHOUT FOOTPRINTS
Serial Number:	85906005	FACTORY FIRST
Serial Number:	85880500	GARMENTS FOR GOOD
Serial Number:	85978316	GARMENTS OF DISTINCTION

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85505020	GARMENTS OF DISTINCTION
Serial Number:	86677799	GIFT (BETTER) GUIDE
Serial Number:	85274606	IN GOOD COMPANY
Serial Number:	86332488	J. CREW
Serial Number:	85880520	J. CREW
Serial Number:	85533440	J. CREW
Serial Number:	75706289	J. CREW
Serial Number:	73411551	J. CREW
Serial Number:	86125862	J.CREW
Serial Number:	77588472	J. CREW
Serial Number:	78652755	J. CREW
Serial Number:	85322183	J. CREW
Serial Number:	75676905	J. CREW
Serial Number:	77616884	J. CREW
Serial Number:	86677826	J. CREW
Serial Number:	85820382	J. CREW
Serial Number:	86125852	J.CREW BABY
Serial Number:	86125859	J. CREW BABY
Serial Number:	86468931	J. CREW COLLECTION
Serial Number:	85067511	J. CREW FACTORY
Serial Number:	77968500	J. CREW
Serial Number:	86977125	J. CREW MERCANTILE
Serial Number:	86768910	J. CREW MERCANTILE
Serial Number:	85624083	J. CREW STYLE GUIDE
Serial Number:	78496989	J. CREW UNTUCKED
Serial Number:	77864918	JACK KNOWS BEST
Serial Number:	77877636	JENNA'S PICKS
Serial Number:	77494034	JUST ASK . . .
Serial Number:	85564356	LANGHAM
Serial Number:	85527759	LIQUOR STORE
Serial Number:	85785465	LIQUOR STORE
Serial Number:	85489549	LUDLOW
Serial Number:	85954939	LUDLOW
Serial Number:	85564253	NO. 2 PENCIL
Serial Number:	85391104	
Serial Number:	86060718	POINT SUR
Serial Number:	85558996	RAIL & WHARF
Serial Number:	85564347	STONEHALL

Property Type	Number	Word Mark
Serial Number:	85349465	
Serial Number:	85646852	THE LUDLOW SHOP
Serial Number:	85574397	VERY PERSONAL STYLIST
Serial Number:	85802214	WALLACE & BARNES
Serial Number:	85840229	WALLACE & BARNES GARMENTS OF DISTINCTION
Serial Number:	85612919	WE KNOW YOU'RE OUT THERE
Serial Number:	85880047	WEAR YOUR SHADE!
Serial Number:	85564361	WEDGEWOOD TRENCH
Serial Number:	86128624	J. CREW MERCANTILE
Serial Number:	86285414	J. CREW MERCANTILE
Serial Number:	86769340	MAX THE MONSTER

#### CORRESPONDENCE DATA

**Fax Number:** 2128225096

*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.*

**Email:** nbrowand@milbank.com

**Correspondent Name:** Milbank, Tweed, Hadley & McCloy LLP

**Address Line 1:** 28 Liberty Street

**Address Line 2:** Attn: Nathaniel T. Browand

**Address Line 4:** New York, NEW YORK 10005

<b>ATTORNEY DOCKET NUMBER:</b>	39106.05300
<b>NAME OF SUBMITTER:</b>	Nathaniel T. Browand
<b>SIGNATURE:</b>	/Nathaniel T. Browand/
<b>DATE SIGNED:</b>	07/13/2017

#### Total Attachments: 11

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**TRADEMARK SECURITY AGREEMENT**  
**(EXCHANGE NOTES)**

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated July 13, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of U.S. BANK NATIONAL ASSOCIATION, as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Indenture referred to below).

Reference is made to the Indenture, dated as of July 13, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “*Indenture*”) among J. Crew Brand, LLC, a Delaware limited liability company, J. Crew Brand Corp., a Delaware corporation, J. Crew Brand Intermediate, LLC, a Delaware limited liability company, the Subsidiary Guarantors party thereto, U.S. Bank National Association, as Trustee, and Collateral Agent, pursuant to which the Issuers have issued 13.00% Senior Secured Notes due 2021 (the “*Notes*”).

Whereas, as a condition precedent to the issuance of the Notes, each Grantor has executed and delivered that certain Security Agreement dated July 13, 2017, made by the Grantors 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 Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have 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, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Indenture and Security Agreement and not otherwise defined herein are used herein as defined in the Indenture and Security Agreement.

SECTION 2. Grant of Security. Each 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 each 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. Each 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. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent

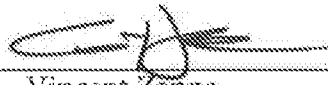
with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[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 DOMESTIC BRAND, LLC, Grantor

By:   
Name: Vincent Zanna  
Title: Senior Vice President, Finance and Treasurer


U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent and Grantee

By:   
Name: CHRISTOPHER J. GRELL  
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement – 13.00% Senior Secured Notes Due 2021]



**TRADEMARK**  
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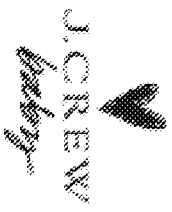
**SCHEDULE A**

<b>COUNTRY</b>	<b>MARK</b>	<b>CLASS</b>	<b>APPL.N.NO.</b>	<b>APPL.DATE</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>STATUS</b>	
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>CREW/CUTKIDS.COM</u>	35	85/507623	1/3/2012	4175704	7/17/2012	REGISTERED	
United States	CREW/CUTS	14	86/261689	4/24/2014	4652335	12/9/2014	REGISTERED	
United States	CREW/CUTS	18, 26, 35	78/568692	2/16/2005	3163866	10/24/2006	REGISTERED	
United States	CREW/CUTS	25	78/417243	5/12/2004	3107778	6/20/2006	REGISTERED	
United States	CREW/CUTS (Stylized) and Elephant Design	14, 16, 18, 25, 26	77/806117	8/17/2009	4172027	7/10/2012	REGISTERED	
								
United States	CREW/CUTS BABY	25	85/480131	11/23/2011	4466938	1/14/2013	REGISTERED	



<u>COUNTRY</u>	<u>MARK</u>	<u>CLASS</u>	<u>APPL.N.O.</u>	<u>APPL.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	18, 25, 35	85/978316	12/28/2011	4293520	2/19/2013	REGISTERED
United States	GARMENTS OF DISTINCTION 25	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>APPL.N.O.</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



COUNTRY	MARK	CLASS	APPLN.NO.	APPLN.DATE	REG. NO.	REG. DATE	STATUS
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 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 LOGO	14, 18, 25, 35, 36	77/968500	3/25/2010	3870032	11/2/2010	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

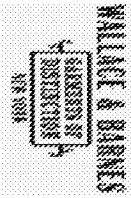


<u>COUNTRY</u>	<u>MARK</u>	<u>CLASS</u>	<u>APPLN.NO.</u>	<u>APPLN.DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	J. CREW STYLE GUIDE	35	85/624083	5/14/2012	4261541	12/18/2012	REGISTERED
United States	J. CREW UNTUCKED	25	78/496989	10/8/2004	3240424	5/8/2007	REGISTERED
United States	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
United States	just ask . . . (Stylized)	35	77/494034	6/9/2008	3687101	9/22/2009	REGISTERED
<i>just ask...</i>							
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	No. 2 PENCIL	25	85/564253	3/8/2012	4330455	5/7/2013	REGISTERED



<u>COUNTRY</u>	<u>MARK</u>	<u>CLASS</u>	<u>APPL.N.NO.</u>	<u>APPLN.DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
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	REGISTERED
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





<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	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
<u>APPLICATIONS</u>							
<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 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