

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435222

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST UNDER GENERAL SECURITY AGREEMENT AND TRADEMARK SECURITY AGREEMENTS (ABL)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as collateral agent		07/13/2017	Bank:

RECEIVING PARTY DATA

Name:	J. Crew International, Inc.
Street Address:	770 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10003
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

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Property Type	Number	Word Mark
Registration Number:	4488944	GARMENTS OF DISTINCTION
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	

Property Type	Number	Word Mark
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

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 - 54457.0006
NAME OF SUBMITTER:	Dennis F. Adams
SIGNATURE:	/Dennis F. Adams/
DATE SIGNED:	07/14/2017

Total Attachments: 9

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PARTIAL RELEASE OF SECURITY INTEREST
UNDER GENERAL SECURITY AGREEMENT AND TRADEMARK SECURITY AGREEMENTS
(ABL)

This PARTIAL RELEASE OF SECURITY INTEREST UNDER GENERAL SECURITY AGREEMENT AND TRADEMARK SECURITY AGREEMENTS (ABL) (this "Partial Release") is executed as of July 13, 2017 by Bank of America, N.A., as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"). Capitalized terms used and not defined herein have the meaning ascribed to such terms in the General Security Agreement referred to below.

WHEREAS, J. Crew International, Inc., a Delaware corporation (the "Grantor"), is a party to that certain Security Agreement, dated as of March 7, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "General Security Agreement"), among J. Crew Group, Inc., a Delaware corporation ("J. Crew"), the Grantor and certain other subsidiaries of J. Crew, as Grantors, and the Collateral Agent;

WHEREAS, the General Security Agreement relates to, among other things, that certain Credit Agreement, dated as of March 7, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "ABL Credit Agreement"), by and among, *inter alios*, J. Crew, as Borrower, Chinos Intermediate Holdings B, Inc., a Delaware corporation, the lenders party thereto and Bank of America, N.A., as administrative agent and as collateral agent;

WHEREAS, pursuant to the General Security Agreement, the Grantor executed and delivered to the Collateral Agent (for the benefit of itself and the other Secured Parties) (a) that certain Trademark Security Agreement, dated as of March 7, 2011 and recorded with the United States Patent and Trademark Office (the "US PTO") on March 10, 2011 at Reel 004495 and Frame 0504, (b) that certain Trademark Security Agreement, dated as of September 1, 2011 and recorded with the US PTO on September 13, 2011 at Reel 004622 and Frame 0487 and (c) that certain Trademark Security Agreement, dated as of December 5, 2016 and recorded with the US PTO (the agreements described in clauses (a), (b) and (c), each, a "Trademark Security Agreement");

WHEREAS, pursuant to the General Security Agreement and each Trademark Security Agreement, the Grantor has granted to the Collateral Agent (for the benefit of itself and the other Secured Parties), as security for the Secured Obligations, a continuing security interest in all of its right, title and interest in, to and under the Trademarks (as defined in the relevant Trademark Security Agreement);

WHEREAS, pursuant to that certain 2017 Step 1 Intellectual Property Assignment Agreement, dated as of the date hereof, by and between the Grantor, as assignor, and J. Crew Brand Holdings, LLC, a Delaware limited liability company ("Brand Holdings"), as assignee, the Grantor sold, transferred, conveyed and assigned to Brand Holdings an undivided 27.96% ownership interest in the J. CREW marks covered by the United States federal registrations listed on Schedule 1 attached hereto, any existing variation of such marks as used in the United States, all common law rights in the United States to the same and the associated goodwill (the "Assigned Trademark Interest"); and

WHEREAS, the Grantor has requested that the Collateral Agent release any lien and/or security interest granted to the Collateral Agent (for the benefit of itself and the other Secured Parties) by the Grantor in the Assigned Trademark Interest (collectively, the "Released Collateral").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Partial Release. Subject to the following sentence, the Collateral Agent as of the date hereof, hereby releases, pursuant to Section 8.12 of the General Security Agreement and Section 11.11(a) of the ABL Credit Agreement, and without recourse, representation, warranty or other assurance of any kind, all liens and security interests granted by the Grantor to the Collateral Agent (for the benefit of itself and the other Secured Parties) pursuant to the General Security Agreement and the Trademark Security Agreement in the Released Collateral. Notwithstanding the foregoing, this Partial Release shall not affect any lien or security interest of the Collateral Agent in any asset other than the Released Collateral, it being understood that the Collateral Agent (for the benefit of itself and the other Secured Parties), shall retain its security interest in all of the Collateral other than the Released Collateral.
2. Authorization Regarding Filing. The Collateral Agent hereby authorizes the Grantor or its designee to file this Partial Release with the USPTO.
3. Full Force and Effect. Except as expressly modified hereby, the General Security Agreement and the Trademark Security Agreement shall remain in full force and effect in accordance with the provisions thereof on the date hereof, including with respect to any Collateral other than the Released Collateral.
4. Governing Law. THIS PARTIAL RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS PARTIAL RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.
5. Collateral Agent. Without limitation, the Collateral Agent shall be afforded all of the rights, protections, indemnities, immunities and privileges afforded to the Collateral Agent under the General Security Agreement and the other Loan Documents in connection with the execution of this Partial Release and performance of its obligations hereunder.

[Signature page to follow.]

IN WITNESS WHEREOF, the undersigned has caused this Partial Release to be duly executed on the date first written above.

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

By: _____

Name:


Title:


Matthew Potter
Vice President




[Signature Page to Partial Release of Security Interest (ABL)]


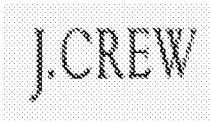

SCHEDULE 1

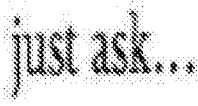
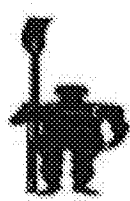
RELEASED COLLATERAL



<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

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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

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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

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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) 	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

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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	

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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