

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597269

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		09/10/2020	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	MADEWELL INC.
Street Address:	225 Liberty Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10281
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	968685	MADEWELL
Registration Number:	3638712	DENIM AFTER DARK
Registration Number:	3857256	1937
Registration Number:	3640283	NEW HAVEN
Registration Number:	3644128	WEARMASTER
Registration Number:	3747212	HI-LINE
Registration Number:	3878162	MADEWELL
Registration Number:	3924264	MADEWELL.COM

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

CH \$215.00 968685

ATTORNEY DOCKET NUMBER:	44670.00001
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	09/12/2020
Total Attachments: 3 source=21b. J. Crew - Prepetition ABL Trademark Termination and Release (Madewell Inc.) [Executed]#page1.tif source=21b. J. Crew - Prepetition ABL Trademark Termination and Release (Madewell Inc.) [Executed]#page2.tif source=21b. J. Crew - Prepetition ABL Trademark Termination and Release (Madewell Inc.) [Executed]#page3.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of September 10, 2020 (“Effective Date”), by **BANK OF AMERICA, N.A.** (“BofA”), in its capacity as collateral agent (together with its successors and permitted assigns in such capacity, the “Collateral Agent”), in favor of Grantor (as defined in the Security Agreement (as defined below)).

WHEREAS, reference is made to that certain Credit Agreement, dated as of March 7, 2011 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), among Chinos Acquisition Corporation, J. Crew Group, Inc., Chinos Intermediate Holdings B, Inc., Bank of America, N.A., as Administrative Agent and Collateral Agent, HSBC Bank USA, N.A., Suntrust Bank and Wells Fargo Capital Finance, LLC, as Co-Documentation Agents, other agents named therein, and the Lenders party thereto from time to time (collectively, the “Lenders”);

WHEREAS, in connection with the Credit Agreement, the Grantor entered into (i) that certain Security Agreement, dated as of March 7, 2011 (the “Security Agreement”), made by the Grantor in favor of BofA as Collateral Agent and (ii) that certain Trademark Security Agreement, dated as of March 7, 2011, which was recorded with the United States Patent and Trademark Office (the “USPTO”) on March 10, 2011 at Reel 004496, Frame 0177 (as may be amended, restated, amended and restated, supplemented, or otherwise modified and in effect from time to time, the “Trademark Security Agreement”); and

WHEREAS, the Grantor has requested that the Collateral Agent terminate and release its security interest in the Trademark Collateral listed on **Schedule 1** hereto (the “Released Trademark Collateral”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby covenants and agrees as follows:

1. Without recourse, representation or warranty of any kind or nature, the Collateral Agent, on behalf of itself and the Secured Parties, hereby immediately, automatically and irrevocably terminates, releases, and discharges its security interest in and lien on all of the Grantors’ right, title and interest in, to and under the Released Trademark Collateral, granted pursuant to the Trademark Security Agreement, and reassigns to the Grantors, without recourse, all right, title, and interest of the Collateral Agent in the Released Trademark Collateral pursuant to the Trademark Security Agreement, and all proceeds thereof, including, without limitation, any and all causes of action which any exist by reason of infringement of the Released Trademark Collateral.
2. The Collateral Agent hereby irrevocably authorizes the recordation of this Release with the USPTO.
3. This Release and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof that would result in the application of any law other than the law of the state of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

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



By: _____
Name: Matthew Potter
Title: Senior Vice President

SCHEDULE I

Released Trademark Collateral

Trademark	Owner	Appl No	Appl Date	Reg No
MADEWELL	MADEWELL INC.	72416485	24-Feb-72	968685
DENIM AFTER DARK	MADEWELL INC.	77611267	10-Nov-08	3638712
1937	MADEWELL INC.	77354599	18-Dec-07	3857256
NEW HAVEN	MADEWELL INC.	77200673	7-Jun-07	3640283
WEARMASTER	MADEWELL INC.	77200681	7-Jun-07	3644128
HI-LINE	MADEWELL INC.	77200487	7-Jun-07	3747212
MADEWELL	MADEWELL INC.	77980462	6-Oct-06	3878162
MADEWELL.COM	MADEWELL INC.	85067521	21-Jun-10	3924264