

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597270

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WILMINGTON SAVINGS FUND SOCIETY, FSB, as Collateral Agent (as successor in such capacity to Bank of America, N.A.)		09/10/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	J. CREW INTERNATIONAL, INC.
Street Address:	225 Liberty Street
City:	New york
State/Country:	NEW YORK
Postal Code:	10281
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3870032	J. CREW
Registration Number:	3622997	J. CREW
Registration Number:	3737898	J. CREW
Registration Number:	3641040	J. CREW YOGA
Registration Number:	3687101	JUST ASK . . .
Registration Number:	3606603	CREWMUTTS
Registration Number:	3606600	CREWMUTTS
Registration Number:	3098101	J. CREW
Registration Number:	3163866	CREWCUTS
Registration Number:	3240424	J. CREW UNTUCKED
Registration Number:	3107778	CREWCUTS
Registration Number:	2929166	CREWCUTS
Registration Number:	2431701	CREW
Registration Number:	2462509	J. CREW
Registration Number:	2351667	J. CREW
Registration Number:	1348064	CREW

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1308888	J. CREW

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

ATTORNEY DOCKET NUMBER:	44670.00001
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	09/12/2020

Total Attachments: 4

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**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 **WILMINGTON SAVINGS FUND SOCIETY, FSB** (“WSFS”), as collateral agent (as successor in such capacity to Bank of America, N.A., (“BofA”) in its capacity as collateral agent, including any successors thereto, 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, Mizuho Corporate Bank, Ltd. and Sumitomo Mitsui Banking Corporation 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 11, 2011 at Reel 004496, Frame 0170 (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.

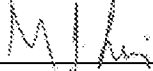
2. The Collateral Agent hereby irrevocably authorizes the recordation of this Release with the USPTO.

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.

WILMINGTON SAVINGS FUND SOCIETY,
FSB, as the Collateral Agent

By: 
Name: Geoffrey J. Lewis
Title: Vice President

SCHEDULE I

Released Trademark Collateral

Trademark	Owner	Appl No	Appl Date	Reg No
J. CREW	J. CREW INTERNATIONAL, INC.	77968500	25-Mar-10	3870032
J. CREW	J. CREW INTERNATIONAL, INC.	77616884	18-Nov-08	3622997
J. CREW	J. CREW INTERNATIONAL, INC.	77588472	8-Oct-08	3737898
J. CREW	J. CREW INTERNATIONAL, INC.	77531746	25-Jul-08	3641040
JUST ASK . . .	J. CREW INTERNATIONAL, INC.	77494034	9-Jun-08	3687101
	J. CREW INTERNATIONAL, INC.	77182290	16-May-07	3606603
CREWMUTTS	J. CREW INTERNATIONAL, INC.	77180988	15-May-07	3606600
J. CREW	J. CREW INTERNATIONAL, INC.	78652755	17-Jun-05	3098101
CREWCUTS	J. CREW INTERNATIONAL, INC.	78568692	16-Feb-05	3163866
J. CREW UNTUCKED	J. CREW INTERNATIONAL, INC.	78496989	8-Oct-04	3240424
CREWCUTS	J. CREW INTERNATIONAL, INC.	78417243	12-May-04	3107778
CREWCUTS	J. CREW INTERNATIONAL, INC.	76240045	12-Apr-01	2929166

Trademark	Owner	Appl No	Appl Date	Reg No
CREW	J. CREW INTERNATIONAL, INC.	76014732	31-Mar-00	2431701
J. CREW	J. CREW INTERNATIONAL, INC.	75706289	14-May-99	2462509
J. CREW	J. CREW INTERNATIONAL, INC.	75676905	8-Apr-99	2351667
CREW	J. CREW INTERNATIONAL, INC.	73465087	10-Feb-84	1348064
J. CREW	J. CREW INTERNATIONAL, INC.	73411551	31-Jan-83	1308888