

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM597268

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

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

CH \$215.00 968685

**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: 3**

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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 10, 2011 at Reel 004493, Frame 0992 (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.

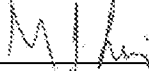
2. The Collateral Agent hereby irrevocably authorizes the recordation of this Release with the USPTO.

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

<b>Trademark</b>	<b>Owner</b>	<b>Appl No</b>	<b>Appl Date</b>	<b>Reg No</b>
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