

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM600395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JILL ACQUISITION LLC		09/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT FINANCE LLC		
Street Address:	11 West 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5845166	J.JILL	
Registration Number:	5393009	STYLE FOR LIFE	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<i>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.</i>			
Phone:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Erik Zakarin		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	63714-003		
NAME OF SUBMITTER:	Erik Zakarin		
SIGNATURE:	/Erik Zakarin/		
DATE SIGNED:	09/30/2020		
Total Attachments: 5			
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AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (the “Trademark Amendment”) is made this 30th day of September, 2020 among JILL ACQUISITION LLC (the “Grantor”) and CIT FINANCE LLC (“CIT”), in its capacity as Collateral Agent (together with its successors, the “Collateral Agent”) for the benefit of the Secured Creditors (as defined in the Credit Agreement referred to below).

This Trademark Amendment amends that certain Trademark Security Agreement, dated May 8, 2015 (the “Trademark Security Agreement”), among the Grantors party thereto in favor of the Collateral Agent, entered into in connection with the Credit Agreement and Security Agreement referred to below.

WHEREAS, the Grantor entered into a Security Agreement, dated May 8, 2015 (as amended by Amendment No. 1 to Security Agreement, dated as of September 30, 2020 and as may be further amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to that certain Credit Agreement, dated as of May 8, 2015 (as amended by Amendment No. 1 to ABL Credit Agreement, dated as of May 27, 2016, Amendment No. 2 to ABL Credit Agreement, dated as of August 22, 2018, Amendment No. 3 to ABL Credit Agreement, dated as of June 12, 2019 and Amendment No. 4 to ABL Credit Agreement, dated as of September 30, 2020, and as may be further amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, J. JILL, INC., a Delaware corporation (“Parent”), J. JILL GIFT CARD SOLUTIONS, INC. (“Gift Card”), certain other Subsidiaries of the Grantor from time to time party thereto as borrowers (together with Grantor, Parent and Gift Card, each a “Borrower” and collectively the “Borrowers”), the lenders from time to time party thereto (the “Lenders”), and CIT in its capacity as the Administrative Agent (together with the Lenders and the Collateral Agent, the “Lender Creditors”);

WHEREAS, pursuant to the Security Agreement, the Grantor thereunder granted to the Collateral Agent for the benefit of the Secured Creditors, a continuing security interest in all of such Grantor’s right, title and interest in, to and under Trademarks (as defined therein) to secure the payment, performance and observance in full of the Secured Obligations;

WHEREAS, pursuant to the Security Agreement, the Grantor entered into a Trademark Security Agreement in favor of the Collateral Agent;

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on May 8, 2015, at Reel 5512, Frame 0796;

WHEREAS, subsequent to the execution date of the Trademark Security Agreement, the Grantor has obtained rights in and to, new Trademarks including, but not limited to, those listed on Schedule A attached hereto, which Trademarks are registered or applied for in the United States Patent and Trademark Office (such Trademarks, collectively, the “New Trademarks”); and

WHEREAS, the Grantor and the Collateral Agent desire to supplement the Trademark Security Agreement to include the New Trademarks as “Trademarks” thereunder;

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY. The Grantor hereby unconditionally grants and pledges to the Collateral Agent and its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Creditors, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the New Trademarks, including but not limited to, the New Trademarks set forth on Schedule A attached hereto.

3. SECURITY FOR OBLIGATIONS. The grant of a security interest in the New Trademarks by the Grantor under this Trademark Amendment is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

4. RECORDATION. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Amendment.

5. SECURITY AGREEMENT. This Trademark Amendment has been entered into in conjunction with the provisions of the Security Agreement. The 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. In the event that any provision of this Trademark Amendment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

6. TERMINATION. This Trademark Amendment shall terminate upon termination of the Security Agreement.

7. COUNTERPARTS. This Trademark Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Amendment or any other Credit Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. GOVERNING LAW. THE VALIDITY OF THIS COPYRIGHT SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.


9. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the Liens and Security Interests granted to the Collateral Agent pursuant to this Trademark Amendment in any Collateral and the exercise of any right or remedy by the Collateral Agent with respect to any Collateral hereunder are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and this Copyright Security Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

GRANTOR:

JILL ACQUISITION LLC,
a Delaware limited liability company

By: 
Name: Mark Webb
Title: Chief Financial Officer

COLLATERAL AGENT:

CIT FINANCE LLC,
as Collateral Agent

By: 

Name: Michael Rebocho

Title: Director

SCHEDULE A

**U.S.
TRADEMARKS**

Grantor	Mark	Jurisdiction	Class/es	Registration No. (App. No.)	Registration Date (Filing Date)	Status
Jill Acquisition LLC	J.JILL	U.S. Federal	35 (Advertising and business services)	5845166	8/27/2019	Registered
Jill Acquisition LLC	STYLE FOR LIFE	U.S. Federal	35 (Advertising and business services)	5393009	1/30/2018	Registered