

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600424

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Interest Assignment Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC, as the prior collateral agent under the TSA		09/30/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as the successor collateral agent
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2286599	J. JILL
Registration Number:	2226071	J. JILL
Registration Number:	2234098	J. JILL
Registration Number:	2549253	J. JILL
Registration Number:	2549252	J. JILL
Registration Number:	3495018	J. JILL COMPASSION FUND
Registration Number:	4550770	J.JILL STYLE REWARDS
Registration Number:	3399428	PURE JILL
Registration Number:	3614025	PURE JILL
Registration Number:	4627003	THE J. JILL WEAREVER COLLECTION
Registration Number:	4542800	UNCOMPLICATE REWARDS
Registration Number:	5845166	J.JILL
Registration Number:	5393009	STYLE FOR LIFE

CORRESPONDENCE DATA

Fax Number: 2128366337

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.

TRADEMARK

Phone: 2128367319
Email: paul.somelofske@arnoldporter.com
Correspondent Name: Paul J. Somelofske
Address Line 1: c/o Arnold & Porter Kaye Scholer LLP
Address Line 4: New York, NEW YORK 10019-9710

NAME OF SUBMITTER: Paul J. Somelofske

SIGNATURE: /Paul J. Somelofske/

DATE SIGNED: 09/30/2020

Total Attachments: 6

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**TRADEMARK SECURITY INTEREST ASSIGNMENT
AGREEMENT**

THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this 30th day of September, 2020, by JEFFERIES FINANCE LLC ("Jefferies"), as the prior collateral agent under the TSA (as defined below) and the Security Agreement (as defined below) (in such capacity, the "Assignor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION ("Wilmington Trust"), as the successor collateral agent (in such capacity, the "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to the Security Agreement, dated as of May 8, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), made by J.Jill, Inc. (as successor to Jill Holdings LLC) ("Holdings"), Jill Acquisition LLC (the "Grantor"), the other subsidiaries of Holdings party thereto and the Assignor;

WHEREAS, pursuant to (i) the Trademark Security Agreement, dated as of May 8, 2015 (the "TSA"), between the Grantor and the Assignor, which was recorded with the United States Patent and Trademark Office on May 8, 2015 on Reel 5512 / Frame 00841 and (ii) the Security Agreement, the Grantor has granted to the Assignor a security interest in, and lien on, all of its right, title and interest in and to the Trademark Collateral (as defined in the TSA) including, without limitation, the trademarks and trademark applications described on Schedule I annexed hereto and made a part hereof;

WHEREAS, effective as of September 30th, 2020, the Assignor resigned as administrative agent and collateral agent under the Credit Agreement and the other Credit Documents (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain Successor Agent Agreement, dated as of September 30th, 2020, among the Assignor, Assignee, Holdings, the Grantor, the other subsidiaries of Holdings party thereto and the Lenders (as defined in the Credit Agreement) party thereto, Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative agent and collateral agent under the Credit Agreement and the other Credit Documents (including, without limitation, under the Security Agreement and the TSA); and

WHEREAS, the Assignor and the Assignee desire to enter into this Agreement to evidence the assignment by the Assignor to the Assignee of all of the Assignor's right, title and interest under the Security Agreement and the TSA, including, without limitation, the Assignor's security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Credit Agreement.

2. Assignment. The Assignor does hereby transfer, assign, grant and convey to the Assignee all of its right, title and interest in and to the Security Agreement and the TSA, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and the Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of the Grantor. The Grantor hereby (i) confirms the assignment from Assignor to Assignee pursuant to which Assignee received a security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledges and affirms that the rights and remedies of the Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the TSA and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

JEFFERIES FINANCE LLC,
as the prior collateral agent

By: 
Name: Paul Chisholm
Title: Managing Director

ASSIGNEE:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as the successor collateral agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

JEFFERIES FINANCE LLC,
as the prior collateral agent

By: _____
Name:
Title:


ASSIGNEE:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as the successor collateral agent

By: _____
Name: Jeffrey Rose
Title: Vice President

ACKNOWLEDGED AND AGREED:

JILL ACQUISITION LLC,
a Delaware limited liability company

By: 
Name: Mark Webb
Title: Chief Financial Officer

[Signature Page to Trademark Security Interest Assignment Agreement]

TRADEMARK
REEL: 007065 FRAME: 0505

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations/Applications

GRANTOR	MARK	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE
Jill Acquisition LLC	J. JILL	75/436143 18-Feb-1998	2286599 12-Oct-1999
Jill Acquisition LLC	J. JILL	75/436142 18-Feb-1998	2226071 23-Feb-1999
Jill Acquisition LLC	J. JILL	75/436141 18-Feb-1998	2234098 23-Mar-1999
Jill Acquisition LLC	J. JILL	76/070768 13-Jun-2000	2549253 19-Mar-2002
Jill Acquisition LLC	J. JILL	76/070767 13-Jun-2000	2549252 19-Mar-2002
Jill Acquisition LLC	J. JILLCOMPASSION FUND	77/276644 11-Sep-2007	3495018 02-Sep-2008
Jill Acquisition LLC	J. JILL STYLE REWARDS	86/076940 27-Sep-2013	4550770 17-Jun-2014
Jill Acquisition LLC	PURE JILL	78/515393 11-Nov-2004	3399428 18-Mar-2008
Jill Acquisition LLC	PURE JILL	78/980825 11-Nov-2004	3614025 28-Apr-2009
Jill Acquisition LLC	THE J.JILL WEAREVER COLLECTION	85/735413 21-Sep-2012	4627003 28-Oct-2014
Jill Acquisition LLC	UNCOMPLICATE REWARDS	86/076914 27-Sep-2013	4542800 03-Jun-2014
Jill Acquisition LLC	J.JILL	88314101 25-Feb-2019	5845166 27-Aug-2019
Jill Acquisition LLC	STYLE FOR LIFE	87423901 25-Apr-2017	5393009 30-Jan-2018