

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM600719

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:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT		
Street Address:	50 South Sixth Street, 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:	5845166	J.JILL	
Registration Number:	5393009	STYLE FOR LIFE	
Registration Number:	4542800	UNCOMPLICATE REWARDS	
Registration Number:	4550770	J.JILL STYLE REWARDS	
Registration Number:	4627003	THE J. JILL WEAREVER COLLECTION	
Registration Number:	3495018	J. JILL COMPASSION FUND	
Registration Number:	3614025	PURE JILL	
Registration Number:	3399428	PURE JILL	
Registration Number:	2549252	J. JILL	
Registration Number:	2549253	J. JILL	
Registration Number:	2234098	J. JILL	
Registration Number:	2226071	J. JILL	
Registration Number:	2286599	J. JILL	
CORRESPONDENCE DATA			
Fax Number:	2128066006		
<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:	2128065400		

CH \$340.00 5845166

TRADEMARK

Email:	mvillarin@stroock.com, jmann@stroock.com
Correspondent Name:	STROOCK & STROOCK & LAVAN LLP
Address Line 1:	180 Maiden Lane
Address Line 4:	NEW YORK, NEW YORK 10038

ATTORNEY DOCKET NUMBER:	007059/0002
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NAME OF SUBMITTER:	JEFFREY MANN
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SIGNATURE:	/Jeffrey Mann/
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DATE SIGNED:	10/01/2020
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Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) dated as of September 30, 2020, by and between JILL ACQUISITION LLC, a Delaware limited liability company having an address of 4 Batterymarch Park, Quincy, Massachusetts 02169 (“Grantor”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Collateral Agent for the Secured Creditors (together with its successors, the “Collateral Agent”).

W I T N E S S E T H

WHEREAS, pursuant to that certain Priming Term Loan Credit Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented, modified, renewed or extended from time to time, the “Credit Agreement”) among J.Jill, Inc., a Delaware corporation, and Grantor, as borrower, the lenders party thereto as “Lenders” (“Lenders”), and the Administrative Agent (together with the Lenders, the “Lender Creditors”), the Lender Creditors have agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement or the Credit Agreement;

WHEREAS, the Credit Parties may enter into (or be a party to) one or more Term Secured Hedging Agreements with a Hedging Creditor (the Hedging Creditors and the Lender Creditors are herein called the “Secured Creditors”);

WHEREAS, in order to induce the Lender Creditors to enter into the Credit Agreement and the other Credit Documents and to induce the Lender Creditors to make financial accommodations to Grantor as provided for in the Credit Agreement, the Grantor agreed to grant a continuing security interest in and to the Collateral, including the Trademark Collateral (as defined below), in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations, pursuant to that certain Priming Security Agreement, dated as of September 30, 2020, among the Grantor and the Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of the Secured Creditors, this Trademark Security Agreement;

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

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.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. 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 (referred to in this Trademark Security Agreement as the “Security Interest”) in Grantor’s right, title and interest in, to the following, whether now owned by or hereafter acquired by or arising in favor of Grantor (collectively, the “Trademark Collateral”):

all of its trademarks, trade names, service marks, trade dress, logos, slogans, designs or fictitious business names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) those marks listed on Schedule I; (ii) all renewals thereof; (iii) all rights corresponding thereto; and (iv) the goodwill of the businesses with which the Trademark Collateral is associated; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark;

provided that any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing with respect thereto of a verified “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act, to the extent that, and during the period in which, the assignment, transfer, pledge or grant of a security interest in such intent-to-use application would impair the validity or enforceability of any registration that issues from that intent-to-use application under applicable federal law shall not be considered Trademark Collateral.

SECURITY FOR OBLIGATIONS. The Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor, or any of them, to the Collateral Agent or any Secured Creditor, whether or not they are unenforceable or not allowable due to the existence of an Insolvency or Liquidation Proceeding involving Grantor.

SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting the Grantor’s obligations under this Section, Grantor hereby authorizes

the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

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

COUNTERPARTS. This Trademark Security Agreement 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 Security Agreement 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.

GOVERNING LAW. THE VALIDITY OF THIS TRADEMARK 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, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE.

CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Credit Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Credit Document refer to this Trademark Security Agreement or such other Credit Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Credit Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Credit Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Credit Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification and expense reimbursement Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Credit Document shall be satisfied by the transmission of a Record.

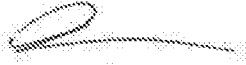
INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the Liens and Security Interests granted to the Collateral Agent pursuant to this Trademark Security Agreement in any Collateral and the exercise of any right or remedy by the Collateral Agent with respect to any Collateral hereunder 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 Trademark Security Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

JILL ACQUISITION LLC,
a Delaware limited liability company,
as Grantor

By: 
Name: Mark Webb
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Collateral Agent

By: _____

Name: _____

Title: _____


Jeffery Rose
Vice President

SCHEDULE I
of
TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations/Applications

Grantor	Mark	Jurisdiction	Registration No. (App. No.)	Registration Date (Filing Date)
Jill Acquisition LLC	J.JILL	U.S. Federal	5845166	8/27/2019
Jill Acquisition LLC	STYLE FOR LIFE	U.S. Federal	5393009	1/30/2018
Jill Acquisition LLC	UNCOMPLICATE REWARDS	U.S. Federal	4542800	6/3/2014
Jill Acquisition LLC	J.JILL STYLE REWARDS	U.S. Federal	4550770	6/17/2014
Jill Acquisition LLC	THE J. JILL WEAREVER COLLECTION	U.S. Federal	4627003	10/28/2014
Jill Acquisition LLC	J. JILL COMPASSION FUND	U.S. Federal	3495018	9/2/2008
Jill Acquisition LLC	PURE JILL	U.S. Federal	3614025	4/28/2009
Jill Acquisition LLC	PURE JILL	U.S. Federal	3399428	3/18/2008
Jill Acquisition LLC	J. JILL	U.S. Federal	2549252	3/19/2002
Jill Acquisition LLC	J. JILL	U.S. Federal	2549253	3/19/2002

Grantor	Mark	Jurisdiction	Registration No. (App. No.)	Registration Date (Filing Date)
Jill Acquisition LLC	J. JILL	U.S. Federal	2234098	3/23/1999
Jill Acquisition LLC	J. JILL	U.S. Federal	2226071	2/23/1999
Jill Acquisition LLC	J. JILL	U.S. Federal	2286599	10/12/1999
Jill Acquisition LLC	J. JILL	U.S. State - Wisconsin	20105001830	4/7/2010
Jill Acquisition LLC	J. JILL	U.S. State - Ohio	1927965	4/5/2010
Jill Acquisition LLC	J JILL - THE STORE	U.S. State - Wisconsin	20055600006	7/6/2005

Foreign Trademark Registrations/Applications

Grantor	Mark	Jurisdiction	Registration No. (App. No.)	Registration Date (Filing Date)
Jill Acquisition LLC	J. JILL & DESIGN	Canada	TMA799770	6/13/2011
Jill Acquisition LLC	J. JILL	Canada	TMA704453	1/11/2008

Grantor	Mark	Jurisdiction	Registration No. (App. No.)	Registration Date (Filing Date)
Jill Acquisition LLC	J. JILL	Mexico	1681072	10/5/2016
Jill Acquisition LLC	J. JILL	Mexico	1681071	10/5/2016
Jill Acquisition LLC	J. JILL	Mexico	1681073	10/5/2016
Jill Acquisition LLC	J. JILL	United Kingdom	2425854	12/15/2006
Jill Acquisition LLC	J. JILL	EU trade marks	16811135	11/10/2017
Jill Acquisition LLC	J.JILL	Israel	119493	7/9/1999
Jill Acquisition LLC	J.JILL	China	6866637	12/14/2010
Jill Acquisition LLC	J.JILL	China	6866641	12/14/2010

Grantor	Mark	Jurisdiction	Registration No. (App. No.)	Registration Date (Filing Date)
Jill Acquisition LLC	J-JILL	China	6866636	4/21/2010
Jill Acquisition LLC	J.JILL	China	6866642	9/14/2010
Jill Acquisition LLC	J.JILL	China	6866640	4/21/2010
Jill Acquisition LLC	J.JILL	China	6866638	9/14/2010
Jill Acquisition LLC	J.JILL	China	6866639	7/28/2010
Jill Acquisition LLC	J.JILL	China	6866643	7/28/2010
Jill Acquisition LLC	J.JILL	China	4546832	12/21/2008
Jill Acquisition LLC	J.JILL	Hong Kong	200211501	7/6/1998
Jill Acquisition LLC	J. JILL	India	1373826	7/26/2005
Jill Acquisition LLC	J. JILL	Indonesia	IDM000228378	11/26/2009

Grantor	Mark	Jurisdiction	Registration No. (App. No.)	Registration Date (Filing Date)
JILL ACQUISITION LLC	J. JILL	Peru	P00157488	10/7/2009
Jill Acquisition LLC	J. JILL	Singapore	T9806509G	6/30/1998
Jill Acquisition LLC	J JILL	Taiwan	01275109	8/16/2007
Jill Acquisition LLC	J.JILL	Vietnam	40096299	2/21/2008
Jill Acquisition LLC	J.JILL	Vietnam	40091808	11/16/2007
Jill Acquisition LLC	J. JILL	International Register	870470	10/17/2005