

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J. Crew International, Inc.		05/26/2021	Corporation: DELAWARE
Madewell Inc.		05/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6316540	J. CREW FACTORY	
Registration Number:	6289576	MADEWELL	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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:	617-248-5000		
Email:	tadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart, LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2010575-0002		
NAME OF SUBMITTER:	Sara M. Bauer		
SIGNATURE:	/sara bauer/		
DATE SIGNED:	07/06/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "*Trademark Security Agreement*") dated May 26, 2021, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of BANK OF AMERICA, N.A., as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of September 10, 2020 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "*Credit Agreement*"), among, *inter alios*, CHINOS INTERMEDIATE 2 LLC, a Delaware limited liability company (the "*Borrower*"), CHINOS INTERMEDIATE 1 LLC, a Delaware limited liability company ("*Holdings*"), the Lenders party thereto from time to time and Bank of America, N.A., as Administrative Agent and Collateral Agent, (ii) each Secured Hedge Agreement and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Issuers have agreed to issue Letters of Credit for the account of the Borrower or a Restricted Subsidiary on the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement dated September 10, 2020, made by the other Grantors from time to time party thereto and the Collateral Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "*Security Agreement*").

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

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

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement, as applicable.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto, other than any Trademarks that constitute Excluded Property.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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.

SECTION 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

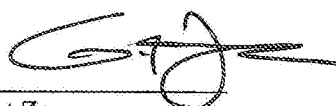
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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

J. CREW INTERNATIONAL, INC.,
as a Grantor


By: 
Name: Vincent Zanna
Title: CFO & Treasurer

MADEWELL INC.,
as a Grantor





By: 
Name: Vincent Zanna
Title: CFO & Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

By: 
Name: Matthew Potter
Title: Senior Vice President

SCHEDULE A

Country (or State)	Owner	Ownership Percentage	Mark	Classes	Status	Reg. No. {Appl. No.}
U.S.	J. Crew International, Inc.	100%	CREWMUTTS	18, 35	Application pending	{{[•]}}
U.S.	J. Crew International, Inc.	100%	CREWMUTTS (Stylized) and Dog Bone Design 	18, 35	Application pending	{{[•]}}
U.S.	J. Crew International, Inc.	100%	MAGIC RINSE	25	Application pending	{{[•]}}
U.S.	J. Crew International, Inc.	100%	J. CREW BABY	24, 25, 35	Application pending	{{[•]}}
U.S.	J. Crew International, Inc.	100%	J. CREW BABY (Stylized) and Heart Design (Horizontal) 	24, 25	Application pending	{{[•]}}
U.S.	J. Crew International, Inc.	100%	J. CREW BABY (Stylized) and Heart Design (Vertical) 	24, 25	Application pending	{{[•]}}
U.S.	J. Crew International, Inc.	100%	J. CREW FACTORY (Stylized) & Design	35	Registered	6316540
U.S.	Madewell Inc.	100%	MADEWELL (Stylized) 	9, 26	Registered	6289576

TRADEMARK