

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM728680

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WILMINGTON SAVINGS FUND SOCIETY, as collateral agent		05/17/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<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		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5214143	#TOTEWELL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147467777		
<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>			
<b>Phone:</b>	2147467700		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Angela Estrada		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	200 Crescent Court, Suite 300		
<b>Address Line 4:</b>	Dallas, TEXAS 75201-6950		
<b>ATTORNEY DOCKET NUMBER:</b>	A. Estrada - 54457.0012		
<b>NAME OF SUBMITTER:</b>	Angela Estrada		
<b>SIGNATURE:</b>	/Angela Estrada/		
<b>DATE SIGNED:</b>	05/18/2022		
<b>Total Attachments: 4</b>			
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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 May 17, 2022 (“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 Amended and Restated Credit Agreement, dated as of March 5, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), among J. Crew Group, Inc., Chinos Intermediate Holdings B, Inc., the Lenders party thereto from time to time and BofA, as Administrative Agent and Collateral Agent;

**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 February 9, 2017, which was recorded with the United States Patent and Trademark Office (the “USPTO”) on July 11, 2017 at Reel 006102, Frame 0377 (as may be amended, restated, amended and restated, supplemented, and/or otherwise modified and in effect from time to time, the “Trademark Security Agreement”);

**WHEREAS**, pursuant to the Order Confirming the Second Amended Joint Prearranged Chapter 11 Plan of Reorganization of Chinos Holdings, Inc. and its Affiliated Debtors, all liens of the Collateral Agent over the Trademark Collateral were released on August 26, 2020; and

**WHEREAS**, the Grantor has requested that the Collateral Agent execute and deliver this Termination and Release to further evidence the termination and release of its previous 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 Grantor’s right, title and interest in, to and under the Released Trademark Collateral, granted pursuant to the Trademark Security Agreement, and reassigns to the Grantor, 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: Patrick J. Healy

Title: Senior Vice President

**SCHEDULE I**

Released Trademark Collateral

Owner	Trademark	Registration no.
Madewell Inc.	#TOTEWELL	5214143