

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM807496

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WILMINGTON TRUST, NATIONAL ASSOCIATION, AS SUCCESSOR COLLATERAL AGENT		04/05/2023	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JILL ACQUISITION LLC		
<b>Street Address:</b>	4 Batterymarch Park		
<b>City:</b>	Quincy		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02169		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5845166	J.JILL	
<b>Registration Number:</b>	5393009	STYLE FOR LIFE	
<b>Registration Number:</b>	4542800	UNCOMPLICATE REWARDS	
<b>Registration Number:</b>	4550770	J.JILL STYLE REWARDS	
<b>Registration Number:</b>	4627003	THE J. JILL WEAREVER COLLECTION	
<b>Registration Number:</b>	3495018	J. JILL COMPASSION FUND	
<b>Registration Number:</b>	3614025	PURE JILL	
<b>Registration Number:</b>	3399428	PURE JILL	
<b>Registration Number:</b>	2549252	J. JILL	
<b>Registration Number:</b>	2549253	J. JILL	
<b>Registration Number:</b>	2234098	J. JILL	
<b>Registration Number:</b>	2226071	J. JILL	
<b>Registration Number:</b>	2286599	J. JILL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4154391500		
<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>			

CH \$340.00 5845166

**Email:** maria.banda@kirkland.com  
**Correspondent Name:** Maria Banda  
**Address Line 1:** Kirkland & Ellis, LLP  
**Address Line 2:** 555 California Street, Suite 2700  
**Address Line 4:** San Francisco, CALIFORNIA 94104

**ATTORNEY DOCKET NUMBER:** 48696-1

**NAME OF SUBMITTER:** Maria Banda

**SIGNATURE:** /Maria Banda/

**DATE SIGNED:** 05/02/2023

**Total Attachments: 4**

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## **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This Termination and Release of Security Interest in Trademarks (this "Release"), dated as of April 5, 2023, is made by Wilmington Trust, National Association, in its capacity as Successor Collateral Agent for the benefit of the Secured Creditors ("Secured Party"), in favor of Jill Acquisition LLC, a Delaware limited liability company ("Debtor").

WHEREAS, Debtor, Secured Party and certain other parties entered into that certain Security Agreement, dated as of May 8, 2015 (the "Security Agreement"), pursuant to which Debtor executed and delivered that certain Trademark Security Agreement, dated as of May 8, 2015, between Debtor and Jefferies Finance LLC, as the prior collateral agent (in such capacity, the "Original Collateral Agent"), which was recorded with the United States Patent and Trademark Office on May 8, 2015 at Reel 5512 and Frame 0841 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Debtor granted to the Original Collateral Agent a security interest (the "Security Interest") in all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the trademark registrations and trademark applications described on Schedule I annexed hereto;

WHEREAS, the Original Collateral Agent and Secured Party entered into that certain Trademark Security Interest Assignment Agreement, dated as of September 30, 2020, which was recorded with the United States Patent and Trademark Office ("USPTO") on September 30, 2020 at Reel 7065 and Frame 0499 (the "Trademark Security Interest Assignment Agreement");

WHEREAS, pursuant to the Trademark Security Interest Assignment Agreement, the Original Collateral Agent transferred, assigned, granted and conveyed to Secured Party all of its right, title and interest in, to and under the Trademark Security Agreement and the Security Agreement, including, without limitation, its Security Interest in all of its right, title and interest in, to and under the Trademark Collateral, including, without limitation, the trademark registrations and trademark applications described on Schedule I annexed hereto;

WHEREAS, Secured Party now desires to terminate and release its Security Interest in the Trademark Collateral.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Secured Party agrees as follows:

1. Termination and Release. Secured Party (in each case, without recourse, representation or warranty of any kind whatsoever) hereby:

(a) terminates the Trademark Security Agreement and its Security Interest with respect to the Trademark Collateral, including in the trademark registrations and applications listed on

Schedule I attached hereto and releases any and all right, title, interest, and other claims it may have in the Trademark Collateral;

(b) to the extent assigned, assign back to Debtor any right, title, or interest Secured Party may have in, to, or under the Trademark Collateral, together with the goodwill of the business symbolized thereby; and


(c) authorizes the recordation of this Release by Debtor (or any other person or entity hereafter holding any right, title or interest in the Copyright Collateral) with the USPTO at Debtors' expense.

2. Further Assurances. Secured Party, at Debtor's expense, hereby agrees to execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case as may be reasonably requested by Debtors, to affect the security interest release contemplated herein.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed as of the date first set forth above.

Secured Party:

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION**, as Secured Party

By:   
Name: Jeffrey Rose  
Title: Vice President

[Signature Page to Termination and Release of Security Interest in Trademarks]

SCHEDULE I

of

**Termination and Release of Security Interest in Trademarks**

**United States Trademark Registrations/Applications**

<b>Grantor</b>	<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration No. (App. No.)</b>	<b>Registration Date (Filing Date)</b>
Jill Acquisition LLC	JJILL	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	JJILL STYLE REWARDS	U.S. Federal	4550770	6/17/2014
Jill Acquisition LLC	THEJ.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
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

**TRADEMARK**