

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807502

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRAME NO.: 7067/0104 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|--|
| WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT | | 04/05/2023 | National Banking Association: UNITED STATES |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | JILL ACQUISITION LLC |
| Street Address: | 4 Batterymarch Park |
| City: | Quincy |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02169 |
| Entity Type: | Limited Liability Company: DELAWARE |

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: 4154391500

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

REEL: 008062 FRAME: 0640

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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 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 Subordinated Security Agreement, dated as of September 30, 2020 (the "Security Agreement"), pursuant to which Debtor executed and delivered that certain Trademark Security Agreement, dated as of September 30, 2020, which was recorded with the United States Patent and Trademark Office ("USPTO") on October 1, 2020 at Reel 7067 and Frame 0104 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement and Trademark Security Agreement, Debtor granted to Secured Party 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 applications listed on Schedule I attached 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 other right, title, interest, and 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 Debtor's 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 Debtor, to effect 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: **Jeffery Rose**
Title: **Vice President**

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

**TRADEMARK
REEL: 008062 FRAME: 0644**

SCHEDULE I

of

Termination and Release of Security Interest in Trademarks

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 | 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 |

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