

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM340861

<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>
The CIT Group/Business Credit, Inc.		05/08/2015	CORPORATION: NEW YORK
<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: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3662982	TAKE 5	
<b>Registration Number:</b>	3665005	J. JILL	
<b>Registration Number:</b>	3401652	NATURE OF COMPASSION	
<b>Registration Number:</b>	3495018	J. JILL COMPASSION FUND	
<b>Registration Number:</b>	3483528	COMPASSION TEE	
<b>Registration Number:</b>	3089255	THE ART AND CRAFT OF J. JILL	
<b>Registration Number:</b>	3399428	PURE JILL	
<b>Registration Number:</b>	3614025	PURE JILL	
<b>Registration Number:</b>	2947688	LIVE LOVE LAUGH	
<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>	2286599	J. JILL	
<b>Registration Number:</b>	2226071	J. JILL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			

OP \$365.00 3662982

**Phone:** 202 663-7271  
**Email:** thomas.brooke@hkllaw.com, ptdocketing@hkllaw.com  
**Correspondent Name:** Thomas W. Brooke  
**Address Line 1:** 800 17th Street, NW  
**Address Line 2:** Suite 1100  
**Address Line 4:** Washington, D.C. 20006

**ATTORNEY DOCKET NUMBER:** 136140/1016

**NAME OF SUBMITTER:** Thomas W. Brooke

**SIGNATURE:** /Thomas W. Brooke/

**DATE SIGNED:** 05/11/2015

**Total Attachments: 4**

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

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is dated as of May 8, 2015 by The CIT Group/Business Credit, Inc. ("CIT"), in its capacity as collateral agent for the Secured Parties (together with any successors and permitted assigns thereto in such capacity, the "Collateral Agent"), in favor of JILL ACQUISITION LLC, a Delaware limited liability company (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the AB Jill Guarantee and Collateral Agreement (as defined below).

**WHEREAS**, pursuant to that Working Capital Murabaha Facility Agreement, by and among Grantor, JJ AB Funding Corp., CIT, as administrative agent and collateral agent, RA Investment Funding Limited (formerly Arcapita Investment Funding Limited) and AIA Limited dated as of April 29, 2011, Jill Holdings LLC and certain of its Subsidiaries have entered into the AB Jill Guarantee and Collateral Agreement, dated as of April 29, 2011 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time the "AB Jill Guarantee and Collateral Agreement") in favor of the Collateral Agent for the benefit of the Secured Parties pursuant to which the Grantor executed and delivered to the Collateral Agent that certain Trademark Security Agreement, dated as of April 29, 2011 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), for recordation with the United States Patent and Trademark Office;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 10, 2011 at reel/frame number 4538/0075;

**WHEREAS**, pursuant to the terms and conditions of the Jill AB Guarantee and Collateral Agreement and the Trademark Security Agreement, the Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property, in each case, wherever located and now owned or acquired by the Grantor any right, title or interest (such security interest, the "Security Interest") in Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, designs and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed in Schedule A, (ii) the right to, and to obtain, all renewals thereof, (iii) the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) general intangibles of a like nature, (v) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, and (vi) all other rights accruing thereunder or pertaining thereto throughout the world.

**WHEREAS**, the Collateral Agent desires to terminate and release the Security Interest in the Trademark Collateral.

**NOW, THEREFORE**, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

The Collateral Agent, on behalf of the Secured Parties, hereby terminates, releases and forever discharges the Security Interest in the Trademark Collateral, and retransfers and reassigns to the Grantor any right, title or interest of the Collateral Agent in, to or under the Trademark Collateral.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

The CIT Group/Business Credit, Inc., as  
Collateral Agent

By: *Robert L. Klein*  
Name: *Robert L. Klein*  
Title: *Vice President*

[Signature Page to Release of Security Interest in Trademarks]

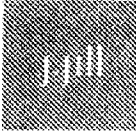
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TRADEMARK  
REEL: 005513 FRAME: 0382

**SCHEDULE A**

**TO**

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

Trademark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date
TAKE 5	U.S. Federal	77599400	10/9/2006	3662982	8/4/2009
J. JILL & Design 	U.S. Federal	77976984	1/17/2008	3665005	8/4/2009
NATURE OF COMPASSION	U.S. Federal	77279480	9/14/2007	3401652	3/25/2008
J. JILL COMPASSION FUND	U.S. Federal	77276644	9/11/2007	3495018	9/2/2008
COMPASSION TEE	U.S. Federal	77237381	7/24/2007	3483528	8/12/2008
THE ART AND CRAFT OF J. JILL	U.S. Federal	76635889	4/11/2005	3089255	5/9/2006
PURE JILL	U.S. Federal	78515353	11/11/2004	3399428	3/18/2008
PURE JILL	U.S. Federal	78980825	11/11/2004	3614025	4/28/2009
LIVE LOVE LAUGH	U.S. Federal	78236754	4/11/2003	2947688	5/10/2005
J. JILL	U.S. Federal	76070767	6/13/2000	2549252	3/19/2002
J. JILL	U.S. Federal	76070768	6/13/2000	2549253	3/19/2002
J. JILL	U.S. Federal	75436141	2/18/1998	2234698	3/23/1999
J. JILL	U.S. Federal	75436143	2/18/1998	2286599	10/12/1999
J. JILL	U.S. Federal	75436142	2/18/1998	2226071	2/23/1999
J. JILL	U.S. State - Wisconsin			20105001830	4/7/2010
J. JILL - THE STORE	U.S. State - Wisconsin				7/6/2005