

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM340846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks recorded at reel/frame 4534/0416		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		05/08/2015	The Cayman Islands branch of a Bank organized and existing under the laws of Switzerland: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Jill Acquisition LLC		
Street Address:	4 Battery March Park		
City:	Quincy		
State/Country:	MASSACHUSETTS		
Postal Code:	02169		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3662982	TAKE 5	
Registration Number:	3665005	J. JILL	
Registration Number:	3401652	NATURE OF COMPASSION	
Registration Number:	3495018	J. JILL COMPASSION FUND	
Registration Number:	3483528	COMPASSION TEE	
Registration Number:	3089255	THE ART AND CRAFT OF J. JILL	
Registration Number:	3399428	PURE JILL	
Registration Number:	3614025	PURE JILL	
Registration Number:	2947688	LIVE LOVE LAUGH	
Registration Number:	2549252	J. JILL	
Registration Number:	2549253	J. JILL	
Registration Number:	2234098	J. JILL	
Registration Number:	2286599	J. JILL	
Registration Number:	2226071	J. JILL	
CORRESPONDENCE DATA			
Fax Number:	2127514864		

TRADEMARK

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.

Phone: 2129061200
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	030786-0458
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
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 CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, 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 Lease Guarantee and Collateral Agreement (as defined below).

WHEREAS, pursuant to that Lease Agreement, by and among Jill Acquisition LLC, as lessee, JJ Lease Funding Corp., as lessor, and Credit Suisse, as administrative agent and collateral agent, dated as of April 29, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Lease Agreement"), Jill Holdings LLC and certain of its Subsidiaries have entered into the Lease 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 "Lease 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 5, 2011 at reel/frame number 4534/0416;

WHEREAS, pursuant to the terms and conditions of the Lease 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:

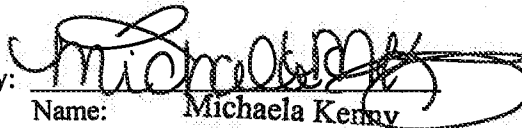
The Collateral Agent, on behalf of the Secured Parties, hereby terminates, releases and forever discharges the Security Interest in the Trademark Collateral, and retransfers and reassigns to the Grantor any right, title or interest of the Collateral Agent in, to or under the Trademark Collateral.

[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.

Credit Suisse AG, Cayman Islands Branch,
as Collateral Agent

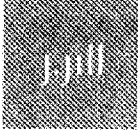
By: 
Name: **BILL O'DALY**
Title: **AUTHORIZED SIGNATORY**

By: 
Name: **Michaela Kenny**
Title: **Authorized Signatory**

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 005513 FRAME: 0629

SCHEDULE A**TO****RELEASE OF SECURITY INTEREST IN TRADEMARKS**

Trademark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date
TAKE 5	U.S. Federal	77589400	10/9/2008	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	77237391	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	78515393	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	2234098	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