

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT (ABL)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
J. CREW INTERNATIONAL, INC.		03/07/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A.		
<b>Street Address:</b>	1455 MARKET STREET		
<b>City:</b>	SAN FRANCISCO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94103		
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3870032	J. CREW	
Registration Number:	3622997	J. CREW	
Registration Number:	3737898	J. CREW	
Registration Number:	3641040	J. CREW YOGA	
Registration Number:	3687101	JUST ASK . . .	
Registration Number:	3606603	CREWMUTTS	
Registration Number:	3606600	CREWMUTTS	
Registration Number:	3098101	J. CREW	
Registration Number:	3163866	CREWCUTS	
Registration Number:	3240424	J. CREW UNTUCKED	
Registration Number:	3107778	CREWCUTS	
Registration Number:	2929166	CREWCUTS	
Registration Number:	2431701	CREW	
Registration Number:	2462509	J. CREW	

CH \$440.00 3870032

Registration Number:	2351667	J. CREW
Registration Number:	1348064	CREW
Registration Number:	1308888	J. CREW

**CORRESPONDENCE DATA**

Fax Number: (646)848-4455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-848-4455  
Email: jlik@shearman.com  
Correspondent Name: Gloria Jung  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Shearman & Sterling LLP - IP Docketing  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35724/21
NAME OF SUBMITTER:	GLORIA JUNG
Signature:	/GLORIA JUNG/
Date:	03/10/2011

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated March 7, 2011, is made by the Person listed on the signature pages hereof (the “*Grantor*”) in favor of Bank of America, N.A., as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of March 7, 2011 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “*Credit Agreement*”), among Chinos Acquisition Corporation, J. Crew Group, Inc., Chinos Intermediate Holdings B, Inc., the Lenders party thereto from time to time, Bank of America, N.A., as Administrative Agent and Collateral Agent, Mizuho Corporate Bank, Ltd. and Sumitomo Mitsui Banking Corporation, as Co-Documentation Agents, and the other agents named therein, (ii) each Secured Hedge Agreement and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, the Grantor has executed and delivered that certain Security Agreement dated March 7, 2011, made by the Grantor to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

Whereas, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. The Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

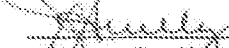
SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

J. CREW INTERNATIONAL, INC.,  
as Grantor

By:   
Name: James Scully  
Title: Chief Administrative Officer  
and Chief Financial Officer

SCHEDULE A

<b>Trademark</b>	<b>Owner</b>	<b>Appl No</b>	<b>Appl Date</b>	<b>Reg No</b>
J. CREW	J. CREW INTERNATIONAL, INC.	77968500	25-Mar-10	3870032
J. CREW	J. CREW INTERNATIONAL, INC.	77616884	18-Nov-08	3622997
J. CREW	J. CREW INTERNATIONAL, INC.	77588472	8-Oct-08	3737898
J. CREW	J. CREW INTERNATIONAL, INC.	77531746	25-Jul-08	3641040
JUST ASK . . .	J. CREW INTERNATIONAL, INC.	77494034	9-Jun-08	3687101
	J. CREW INTERNATIONAL, INC.	77182290	16-May-07	3606603
CREWMUTTS	J. CREW INTERNATIONAL, INC.	77180988	15-May-07	3606600
J. CREW	J. CREW INTERNATIONAL, INC.	78652755	17-Jun-05	3098101
CREWCUTS	J. CREW INTERNATIONAL, INC.	78568692	16-Feb-05	3163866
J. CREW UNTUCKED	J. CREW INTERNATIONAL, INC.	78496989	8-Oct-04	3240424
CREWCUTS	J. CREW INTERNATIONAL, INC.	78417243	12-May-04	3107778
CREWCUTS	J. CREW INTERNATIONAL, INC.	76240045	12-Apr-01	2929166

<b>Trademark</b>	<b>Owner</b>	<b>Appl No</b>	<b>Appl Date</b>	<b>Reg No</b>
CREW	J. CREW INTERNATIONAL, INC.	76014732	31-Mar-00	2431701
J. CREW	J. CREW INTERNATIONAL, INC.	75706289	14-May-99	2462509
J. CREW	J. CREW INTERNATIONAL, INC.	75676905	8-Apr-99	2351667
CREW	J. CREW INTERNATIONAL, INC.	73465087	10-Feb-84	1348064
J. CREW	J. CREW INTERNATIONAL, INC.	73411551	31-Jan-83	1308888