

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jill Acquisition LLC		04/29/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank organized and existing under the laws of Switzerland: SWITZERLAND

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

TRADEMARK

CH \$365.00 3662982

CORRESPONDENCE DATA

Fax Number: (212)751-4864
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-906-1200
Email: angela.amaru@lw.com
Correspondent Name: Angela M. Amaru c/o Latham & Watkins
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:	05/05/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This **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, this “*Agreement*”), is made by Jill Acquisition LLC, a Delaware limited liability company (the “*Grantor*”), in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”), for the benefit of the Secured Parties (as defined in the Lease Guarantee and Collateral Agreement referred to below).

WHEREAS, the Grantor, JJ Lease Funding Corp., a Delaware corporation, as Lessor, and Credit Suisse, as administrative agent and collateral agent, have entered into a lease agreement, dated as of April 29, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “*Lease Agreement*”);

WHEREAS, in connection with the Lease Agreement, Jill Holdings 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;

WHEREAS, under the terms of the Lease Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain Intellectual Property Collateral, including, without limitation, certain Trademark Collateral (as defined below) of the Grantor to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities;

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

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Lease Guarantee and Collateral Agreement and used herein have the meaning given to them in the Lease Guarantee and Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

SECTION 2.1 Grant of Security Interest. The Grantor hereby pledges, assigns, transfers and grants 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 at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations:

(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.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. LEASE GUARANTEE AND COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Lease Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Lease Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Lease Guarantee and Collateral Agreement, the provisions of the Lease Guarantee and Collateral Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 6. INTERCREDITOR MATTERS

The rights and remedies of the Collateral Agent and the Secured Parties hereunder are subject to the Jill Intercreditor Agreement. In the event of conflict between the terms of this Agreement and the Jill Intercreditor Agreement, the terms of the Jill Intercreditor Agreement will control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

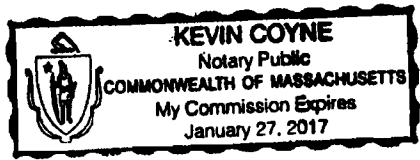
Jill Acquisition LLC

By: [Signature]
Name: David J. Biese
Title: Chief Financial Officer

STATE OF MA)
COUNTY OF Norfolk) ss.

On this 27 day of April, 2011 before me personally appeared David J. Biese proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Jill Acquisition LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

[Signature]
Notary Public



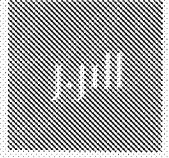
**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,**
as Collateral Agent

By: 
Name: Bill O'Daly
Title: Director

By: 
Name: Sanja Gazah
Title: Associate

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

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