

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596876

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MADEWELL INC.		09/10/2020	Corporation: DELAWARE
J. CREW INTERNATIONAL, INC.		09/10/2020	Corporation: DELAWARE
J. CREW DOMESTIC BRAND, LLC		09/10/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 95

Property Type	Number	Word Mark
Serial Number:	90097705	MADEWELL GROUP CHAT
Serial Number:	88847586	#EVERYDAYTOGETHER
Registration Number:	6074352	DO WELL
Registration Number:	6045808	MWL CLOUDLIFT
Registration Number:	6076742	MADEWELL
Registration Number:	6076741	MADEWELL
Registration Number:	5822762	MADEWELL COMMONS
Registration Number:	5699524	THE DADJEAN
Registration Number:	5719418	MAGIC POCKETS
Registration Number:	5746637	TEXTURE & THREAD
Registration Number:	5486232	M
Registration Number:	5486240	M
Registration Number:	5471499	BEAUTY CABINET
Registration Number:	5400820	DO WELL M
Registration Number:	5214143	#TOTEWELL
Registration Number:	5547589	MADEWELL

OP \$2390.00 90097705

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5197496	MADEWELL INSIDER
Registration Number:	5215360	MADEWELL MUSE
Registration Number:	5215361	MADEWELL ICON
Registration Number:	5197448	MADEWELL INSIDER
Registration Number:	5279554	MILE(S) BY MADEWELL
Registration Number:	5167529	MADEWELL
Registration Number:	5172378	WE DON'T SELL LONGER LEGS...BUT WE KINDA
Registration Number:	4895377	#EVERYDAYMADEWELL
Registration Number:	4836695	BIEN FAIT
Registration Number:	4840502	GOOD DAYS START WITH GREAT JEANS
Registration Number:	4205559	MADEWELL
Registration Number:	4511225	RIVET & THREAD HERITAGE DENIM
Registration Number:	4511226	RIVET & THREAD
Registration Number:	4162102	MADEWELL
Registration Number:	4162103	MADEWELL MUSINGS
Registration Number:	3924264	MADEWELL.COM
Registration Number:	4109476	BROADWAY & BROOME
Registration Number:	4128967	MADEWELL
Registration Number:	3857256	1937
Registration Number:	3878162	MADEWELL
Registration Number:	3957991	MADEWELL
Registration Number:	0968685	MADEWELL
Serial Number:	90086359	J. CREW
Registration Number:	6029245	RE-IMAGINED BY J. CREW
Registration Number:	6028828	JCR
Registration Number:	5744918	J. CREW REWARDS
Registration Number:	5755933	J
Registration Number:	5744841	J. CREW THOMPSON
Registration Number:	5894433	POINT SUR
Registration Number:	5748779	NEVEREVEN
Registration Number:	5754788	COMPONO
Registration Number:	5452121	NATIONAL STRIPES DAY
Registration Number:	4895913	J. CREW MERCANTILE
Registration Number:	4935633	J. CREW
Registration Number:	4935632	GIFT (BETTER) GUIDE
Registration Number:	4781357	J. CREW COLLECTION
Registration Number:	4882454	J. CREW
Registration Number:	4652335	CREWCUTS

Property Type	Number	Word Mark
Registration Number:	4838476	J. CREW MERCANTILE
Registration Number:	4709191	J.CREW BABY
Registration Number:	4717463	J. CREW BABY
Registration Number:	4756806	J.CREW
Registration Number:	4964942	POINT SUR
Registration Number:	4863587	LUDLOW
Registration Number:	4664331	GARMENTS FOR GOOD
Registration Number:	4598134	J. CREW
Registration Number:	4413912	WALLACE & BARNES GARMENTS OF DISTINCTION
Registration Number:	4530503	WALLACE & BARNES
Registration Number:	4364847	LIQUOR STORE
Registration Number:	4382298	THE LUDLOW SHOP
Registration Number:	4530114	VERY PERSONAL STYLIST
Registration Number:	4378453	LIQUOR STORE
Registration Number:	4028920	IN GOOD COMPANY
Registration Number:	3870032	J. CREW
Registration Number:	3098101	J. CREW
Registration Number:	3163866	CREWCUTS
Registration Number:	3107778	CREWCUTS
Registration Number:	2431701	CREW
Registration Number:	2462509	J. CREW
Registration Number:	1348064	CREW
Registration Number:	1308888	J. CREW
Registration Number:	5561537	MAX THE MONSTER
Registration Number:	5697697	MAX THE MONSTER
Registration Number:	5443504	J. CREW MERCANTILE
Registration Number:	4421722	WEAR YOUR SHADE!
Registration Number:	4437416	770
Registration Number:	4261541	J. CREW STYLE GUIDE
Registration Number:	4330455	NO. 2 PENCIL
Registration Number:	4190784	J. CREW
Registration Number:	4293520	GARMENTS OF DISTINCTION
Registration Number:	4541406	LUDLOW
Registration Number:	4178184	
Registration Number:	4144171	J. CREW
Registration Number:	4084606	J. CREW FACTORY
Registration Number:	3958772	EXPLORE WITHOUT FOOTPRINTS
Registration Number:	3622997	J. CREW

Property Type	Number	Word Mark
Registration Number:	3737898	J. CREW
Registration Number:	3240424	J. CREW UNTUCKED
Registration Number:	2351667	J. CREW

CORRESPONDENCE DATA

Fax Number:

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: 617-248-5000

Email: tmadmin@choate.com

Correspondent Name: Sara M. Bauer

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2010575-0002

NAME OF SUBMITTER: Sara M. Bauer

SIGNATURE: /sara bauer/

DATE SIGNED: 09/10/2020

Total Attachments: 10

source=J. Crew - Exit - ABL Trademark Security Agreement (executed) - Revised#page1.tif
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated September 10, 2020, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) 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 September 10, 2020 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “*Credit Agreement*”), among, *inter alios*, CHINOS INTERMEDIATE 2 LLC, a Delaware limited liability company (the “*Borrower*”), CHINOS INTERMEDIATE 1 LLC, a Delaware limited liability company (“*Holdings*”), the Lenders party thereto from time to time and Bank of America, N.A., as Administrative Agent and Collateral Agent, (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 Issuers have agreed to issue Letters of Credit for the account of the Borrower or a Restricted Subsidiary on 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, each Grantor has executed and delivered that certain Security Agreement dated September 10, 2020, made by the other Grantors from time to time party thereto and the Collateral Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “*Security Agreement*”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have 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, each 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, as applicable.

SECTION 2. Grant of Security. Each 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, other than any Trademarks that constitute Excluded Property.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each 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. Each 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.

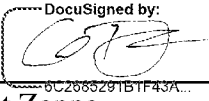
SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent 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.

SECTION 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

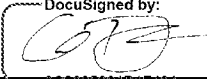
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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

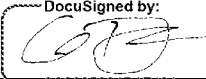
MADEWELL INC.,
as a Grantor

By: 
Name: Vincent Zanna
Title: Chief Financial Officer and Treasurer

J. CREW INTERNATIONAL, INC.,
as a Grantor


By: 
Name: Vincent Zanna
Title: Chief Financial Officer and Treasurer

J. CREW DOMESTIC BRAND, LLC,
as a Grantor

By: 
Name: Vincent Zanna
Title: Chief Financial Officer and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

By: 
Name: Matthew Potter
Title: Senior Vice President

SCHEDULE A

Country (or State)	Owner	Ownership Percentage	Mark	Classes	Status	Reg. No. {Appl. No.}
U.S.	MADEWELL INC.	100%	BETTER FOR THE PLANET, BETTER FOR ITS PEOPLE	3, 4, 9, 18	Pending	{90106559}
U.S.	MADEWELL INC.	100%	MADEWELL GROUP CHAT	35, 42	Pending	{90097705}
U.S.	MADEWELL INC.	100%	MWL	25	Allowed	{88614303}
U.S.	MADEWELL INC.	100%	#EVERYDAY TOGETHER	35, 44	Pending	{88847586}
U.S.	MADEWELL INC.	100%	DO WELL (Stylized) & Heart Design	35	Registered	6074352
U.S.	MADEWELL INC.	100%	MWL CLOUDLIFT	25	Registered	6045808
U.S.	MADEWELL INC.	100%	MADEWELL	03	Registered	6076742
U.S.	MADEWELL INC.	100%	MADEWELL Stylized	03	Registered	6076741
U.S.	MADEWELL INC.	100%	MADEWELL COMMONS	35	Registered	5822762
U.S.	MADEWELL INC.	100%	THE DADJEAN	25	Registered	5699524
U.S.	MADEWELL INC.	100%	MAGIC POCKETS	25	Registered	5719418
U.S.	MADEWELL INC.	100%	TEXTURE & THREAD	25	Registered	5746637
U.S.	MADEWELL INC.	100%	M (Stylized)	14	Registered	5486232
U.S.	MADEWELL INC.	100%	M (Stylized)	25	Registered	5486240
U.S.	MADEWELL INC.	100%	BEAUTY CABINET	35	Registered	5471499
U.S.	MADEWELL INC.	100%	DO WELL M (Stylized) & Heart Design	35	Registered	5400820
U.S.	MADEWELL INC.	100%	#TOTEWELL	35	Registered	5214143
U.S.	MADEWELL INC.	100%	MADEWELL (Stylized)	04, 09, 14, 16,	Registered	5547589

Country (or State)	Owner	Ownership Percentage	Mark	Classes	Status	Reg. No {Appl. No.}
				18, 25, 26, 35		
U.S.	MADEWELL INC.	100%	MADEWELL INSIDER (Stylized) & Design	35	Registered	5197496
U.S.	MADEWELL INC.	100%	MADEWELL MUSE	35	Registered	5215360
U.S.	MADEWELL INC.	100%	MADEWELL ICON	35	Registered	5215361
U.S.	MADEWELL INC.	100%	MADEWELL INSIDER	35	Registered	5197448
U.S.	MADEWELL INC.	100%	MILE(S) BY MADEWELL	25	Registered	5279554
U.S.	MADEWELL INC.	100%	MADEWELL	24	Registered	5167529
U.S.	MADEWELL INC.	100%	WE DON'T SELL LONGER LEGS...BUT WE KINDA DO	35	Registered	5172378
U.S.	MADEWELL INC.	100%	#EVERYDAY MADEWELL	35, 41	Registered	4895377
U.S.	MADEWELL INC.	100%	BIEN FAIT	25	Registered	4836695
U.S.	MADEWELL INC.	100%	GOOD DAYS START WITH GREAT JEANS	35	Registered	4840502
U.S.	MADEWELL INC.	100%	MADEWELL	09, 35	Registered	4205559
U.S.	MADEWELL INC.	100%	RIVET & THREAD HERITAGE DENIM	25, 35	Registered	4511225
U.S.	MADEWELL INC.	100%	RIVET & THREAD	25, 35	Registered	4511226
U.S.	MADEWELL INC.	100%	MADEWELL	41	Registered	4162102
U.S.	MADEWELL INC.	100%	MADEWELL MUSINGS	41	Registered	4162103
U.S.	MADEWELL INC.	100%	MADEWELL.COM	35	Registered	3924264
U.S.	MADEWELL INC.	100%	BROADWAY & BROOME	25	Registered	4109476
U.S.	MADEWELL INC.	100%	MADEWELL	09, 14	Registered	4128967

Country (or State)	Owner	Ownership Percentage	Mark	Classes	Status	Reg. No {Appl. No.}
U.S.	MADEWELL INC.	100%	1937	14, 18, 25	Registered	3857256
U.S.	MADEWELL INC.	100%	MADEWELL	18, 25, 35	Registered	3878162
U.S.	MADEWELL INC.	100%	MADEWELL	25	Registered	3957991
U.S.	MADEWELL INC.	100%	MADEWELL	25	Registered	968685
U.S.	J. CREW INTERNATIONAL, INC.	100%	J.CREW	9, 25	Pending	{90086359}
U.S.	J. CREW INTERNATIONAL, INC.	100%	RE-IMAGINED BY J. CREW	35	Registered	6029245
U.S.	J. CREW INTERNATIONAL, INC.	100%	JCR (Stylized) & Design	35	Registered	6028828
U.S.	J. CREW INTERNATIONAL, INC.	100%	J. CREW REWARDS	35	Registered	5744918
U.S.	J. CREW INTERNATIONAL, INC.	100%	J (Stylized) & Pocket Design	35	Registered	5755933
U.S.	J. CREW INTERNATIONAL, INC.	100%	J. CREW THOMPSON	25	Registered	5744841
U.S.	J. CREW INTERNATIONAL, INC.	100%	POINT SUR	25	Registered	5894433
U.S.	J. CREW INTERNATIONAL, INC.	100%	NEVEREVEN	25	Registered	5748779
U.S.	J. CREW INTERNATIONAL, INC.	100%	COMONO	20, 24	Registered	5754788
U.S.	J. CREW INTERNATIONAL, INC.	100%	NATIONAL STRIPES DAY	35	Registered	5452121
U.S.	J. CREW INTERNATIONAL, INC.	100%	J. CREW MERCANTILE (Stylized)	35	Registered	4895913
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	J. CREW (Script)	09, 14, 25, 35, 36,	Registered	4935633
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	GIFT (BETTER) GUIDE	35	Registered	4935632
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	J. CREW COLLECTION	25, 35	Registered	4781357
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	J. CREW	09, 14, 18, 21,	Registered	4882454

Country (or State)	Owner	Ownership Percentage	Mark	Classes	Status	Reg. No {Appl. No.}
				24, 25, 35		
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	CREWCUTS	14	Registered	4652335
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	J. CREW MERCANTIL E	35	Registered	4838476
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	J. CREW BABY	25, 35	Registered	4709191
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	J. CREW BABY (Stylized) & Heart Design	25	Registered	4717463
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	J.CREW	24, 26	Registered	4756806
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	POINT SUR	25	Registered	4964942
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	LUDLOW	25, 35	Registered	4863587
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	GARMENTS FOR GOOD	18, 25, 35	Registered	4664331
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	J. CREW	9, 16, 20, 21, 28	Registered	4598134
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	WALLACE & BARNES GARMENTS OF DISTINCTIO N NEW YORK	18, 25, 35	Registered	4413912
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	WALLACE & BARNES	18, 25, 35	Registered	4530503
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	LIQUOR STORE	35	Registered	4364847
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	THE LUDLOW SHOP	35, 40	Registered	4382298
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	VERY PERSONAL STYLIST	45	Registered	4530114

Country (or State)	Owner	Ownership Percentage	Mark	Classes	Status	Reg No {Appl. No.}
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	LIQUOR STORE	25	Registered	4378453
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	IN GOOD COMPANY	35	Registered	4028920
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	J. CREW (Logo)	14, 18, 25, 35, 36	Registered	3870032
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	J. CREW	35	Registered	3098101
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	CREWCUTS	18, 26, 35	Registered	3163866
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	CREWCUTS	25	Registered	3107778
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	CREW	25	Registered	2431701
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	J. CREW	14	Registered	2462509
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	CREW	25	Registered	1348064
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	J. CREW	14, 18, 25, 42	Registered	1308888
{New York}	J. CREW INTERNATIONAL, INC.	100%	THOMPSON	25	Registered	R32934
{New York}	J. CREW INTERNATIONAL, INC.	100%	LIQUOR STORE	9, 14, 16, 18, 25	Registered	R31547
{New York}	J. CREW INTERNATIONAL, INC.	100%	LIQUOR STORE	35	Registered	S21115
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	MAX THE MONSTER	25	Registered	5561537
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	MAX THE MONSTER	18	Registered	5697697
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	J. CREW MERCANTILE	25	Registered	5443504
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	WEAR YOUR SHADE!	25	Registered	4421722
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	770	25	Registered	4437416
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	J. CREW STYLE GUIDE	35	Registered	4261541

Country (or State)	Owner	Ownership Percentage	Mark	Classes	Status	Reg. No {Appl. No.}
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	NO. 2 PENCIL	25	Registered	4330455
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	J. CREW	9, 35	Registered	4190784
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	GARMENTS OF DISTINCTION	18, 35	Registered	4293520
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	LUDLOW	25	Registered	4541406
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	Design Only	25	Registered	4178184
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	J. CREW	35	Registered	4144171
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	J. CREW FACTORY	35	Registered	4084606
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	EXPLORE WITHOUT FOOTPRINTS	25	Registered	3958772
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	J. CREW	36	Registered	3622997
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	J. CREW	25	Registered	3737898
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	J. CREW UNTUCKED	25	Registered	3240424
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	J. CREW	35	Registered	2351667

9883586v4