

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597033

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:	JPMorgan Chase Bank. N.A., as Collateral Agent
Street Address:	237 PARK AVENUE
Internal Address:	6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 97

Property Type	Number	Word Mark
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
Registration Number:	5197496	MADEWELL INSIDER
Registration Number:	5215360	MADEWELL MUSE

TRADEMARK

Property Type	Number	Word Mark
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
Serial Number:	90106559	DO WELL BETTER FOR THE PLANET, BETTER FO
Serial Number:	90097705	MADEWELL GROUP CHAT
Serial Number:	88614303	MWL
Serial Number:	88847586	#EVERYDAYTOGETHER
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:	968685	MADEWELL
Registration Number:	6029245	RE-IMAGINED BY J. CREW
Serial Number:	90086359	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

Property Type	Number	Word Mark
Registration Number:	4882454	J. CREW
Registration Number:	4652335	CREWCUTS
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

Property Type	Number	Word Mark
Registration Number:	3958772	EXPLORE WITHOUT FOOTPRINTS
Registration Number:	3622997	J. CREW
Registration Number:	3737898	J. CREW
Registration Number:	3240424	J. CREW UNTUCKED
Registration Number:	2351667	J. CREW

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 2028357507
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K St. NW
Address Line 2: Suite 1100
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	44670.00001
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	09/10/2020

Total Attachments: 12

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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 JPMORGAN CHASE BANK, N.A., as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to 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*, the Borrower, Holdings, the Lenders party thereto from time to time and JPMORGAN CHASE BANK, N.A., as Administrative Agent for the Lenders and Collateral Agent, for the Secured Parties.

Whereas, as a condition precedent to the Lenders extension of such credit, 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.

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, and all proceeds thereof, other than any proceeds 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.

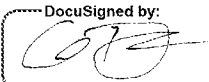
SECTION 7. Collateral Agents Rights. The Collateral Agent shall be entitled to the same rights, protections, immunities, and indemnities as set forth in the Credit Agreement, as if the provisions setting forth those rights, protections, immunities and indemnities are fully set forth herein.

SECTION 8. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York without regard to conflict of laws principles thereof that would result in the application of any law other than the law of the State of New York.

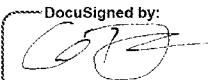
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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

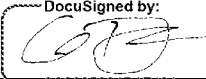
MADEWELL, INC.,
as a Grantor

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

J. CREW INTERNATIONAL, INC.,
as a Grantor

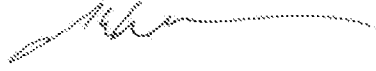
By: 
Name: Vincent Zanna
Title: Chief Financial Officer and Treasurer

J. CREW DOMESTIC BRAND, LLC,
as a Grantor

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

[Signature Page to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A., as Collateral
Agent and Grantee



By: _____
Name: James A. Knight
Title: Executive Director

SCHEDULE A

U.S. Trademark Registrations and Trademark Applications

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%	#EVERYDAYT OGETHER	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

Country (or State)	Owner	Ownership Percentage	Mark	Classes	Status	Reg. No. {Appl. No. }
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, 18, 25, 26, 35	Registered	5547589
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

Country (or State)	Owner	Ownership Percentage	Mark	Classes	Status	Reg. No. {Appl. No.}
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.C OM	35	Registered	3924264
U.S.	MADEWELL INC.	100%	BROADWAY & BROOME	25	Registered	4109476
U.S.	MADEWELL INC.	100%	MADEWELL	09, 14	Registered	4128967
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

Country (or State)	Owner	Ownership Percentage	Mark	Classes	Status	Reg. No. {Appl. No.}
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 STRIPE 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

Country (or State)	Owner	Ownership Percentage	Mark	Classes	Status	Reg. No. {Appl. No.}
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, 24, 25, 35	Registered	4882454
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	CREWCUTS	14	Registered	4652335
U.S.	J. CREW DOMESTIC BRAND, LLC	100%	J. CREW MERCANTILE	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 DISTINCTION NEW YORK	18, 25, 35	Registered	4413912

Country (or State)	Owner	Ownership Percentage	Mark	Classes	Status	Reg. No. {Appl. No.}
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
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

Country (or State)	Owner	Ownership Percentage	Mark	Classes	Status	Reg. No. {Appl. No.}
{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
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

Country (or State)	Owner	Ownership Percentage	Mark	Classes	Status	Reg. No. {Appl. No.}
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