

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release - 07/07/2010, 4237, 0837		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bear Stearns Corporate Lending Inc., as Collateral Agent		02/24/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Burlington Coat Factory Warehouse Corporation		
Street Address:	1830 Route 130 North		
City:	Burlington		
State/Country:	NEW JERSEY		
Postal Code:	08016		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3821331	B	
Registration Number:	3836659	BURLINGTON	
Registration Number:	3836660	BURLINGTON	
Registration Number:	3910595	BCF	
CORRESPONDENCE DATA			
Fax Number:	(800)516-6304		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	Jim Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Lien Solutions		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Sakina Karkat		

OP \$115.00 3821331

900186711

**TRADEMARK
 REEL: 004499 FRAME: 0625**

Signature:	/Sakina Karkat/
Date:	03/17/2011
Total Attachments: 4 source=Trademark Release Burlington (4)#page2.tif source=Trademark Release Burlington (4)#page3.tif source=Trademark Release Burlington (4)#page4.tif source=Trademark Release Burlington (4)#page5.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement") dated as of February 24, 2011, from Bear Stearns Corporate Lending Inc., as Collateral Agent (the "Agent") for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, Burlington Coat Factory Warehouse Corporation (the "Borrower"), each Subsidiary Guarantor identified therein, the Lenders, Bear Stearns Corporate Lending Inc. and the Agent entered into a Credit Agreement dated as of April 13, 2006, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the Borrower, certain Subsidiaries of the Borrower and the Agent are parties to certain Trademark Security Agreement, dated as of April 13, 2006, (the "Trademark Security Agreement"), pursuant to which the Borrower and its Subsidiaries granted a security interest in all of the Borrower's and its Subsidiaries' Trademarks consisting of Collateral (including, without limitation, the Trademarks listed on Schedule A hereto) (collectively, the "Trademark Collateral"), to the Agent, for the benefit of itself and the other Secured Parties;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 7, 2010 at Reel 4237 and Frame 0837;

WHEREAS, Borrower has paid all of the outstanding indebtedness to the Agent and the Lenders pursuant to which the Credit Agreement relates; and

WHEREAS, Borrower has requested that Agent release its security interest in the Trademark Collateral and reassign the same to Borrower and its Subsidiaries.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Agent hereby states as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Credit Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its security interest in all of Borrower's and its Subsidiaries' right, title and interest in, to and under the Trademarks, and any right, title or interest of the Agent in the Trademarks shall hereby cease and become void.

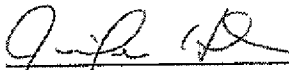
3. Further Assurances. The Agent hereby agrees to duly execute and deliver any further documents and to do such other acts as may be reasonably necessary to evidence or effect

the release of the security interest contemplated hereby, including without limitation any such documentation reasonably requested by the Borrower or any of its Subsidiaries.

IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

Bear Stearns Corporate Lending Inc, as Collateral Agent

By: JPMorgan Chase Bank, N.A., its authorized signatory

By: 

Name: Jennifer Heard

Title: Vice President

[IP RELEASE]

TRADEMARK
REEL: 004499 FRAME: 0629

SCHEDULE A
U.S. TRADEMARK REGISTRATIONS

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>App/Reg. No.</u>	<u>App/Reg. Date</u>
US	B (HEART DESIGN)	Registered	3,821,331	7/20/2010
US	BURLINGTON	Registered	3,836,659	8/24/2010
US	BURLINGTON (and Design)	Registered	3,836,660	8/24/2010
US	BCF	Registered	3,910,595	1/25/2011