

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Burlington Coat Factory Warehouse Corporation, a Delaware Corporation		02/24/2011	CORPORATION: DELAWARE
Cohoes Fashion of New York, LLC, a New York Limited Liability Company		02/24/2011	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Collateral Agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association: NEW YORK

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	85039975	BCF
Registration Number:	3821331	B
Registration Number:	3836659	BURLINGTON
Registration Number:	3836660	BURLINGTON
Registration Number:	2395816	BABY DEPOT
Registration Number:	2646648	BCF
Registration Number:	3910595	BCF
Registration Number:	2976498	BCF BURLINGTON COAT FACTORY
Registration Number:	3083858	BRIGHT IDEAS
Registration Number:	1850094	BURLINGTON COAT FACTORY
Registration Number:	3323985	BURLINGTON COAT FACTORY

OP \$615.00 85039975

Serial Number:	85169028	BURLINGTON COAT FACTORY SELECT
Registration Number:	1905702	CHARLES KLEIN
Serial Number:	85121646	COAT AUTHORITY
Registration Number:	1314745	COHOES
Registration Number:	3143696	GOOD GOOSE
Registration Number:	3314976	HOME DECOR
Registration Number:	2098506	LUXURY LINENS
Registration Number:	2851935	MJM DESIGNER SHOES
Registration Number:	3238031	OPERATION CAR SEAT
Registration Number:	3163718	PROJECT CHECKPOINT
Registration Number:	2565931	SENSATIONAL SILHOUETTES
Registration Number:	2999009	STYLES TO LIVE FOR, PRICES TO DIE FOR
Registration Number:	2957472	TRAVEL TRENDS

CORRESPONDENCE DATA

Fax Number: (800)516-6304
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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
Signature:	/Sakina Karkat/
Date:	03/18/2011

Total Attachments: 7
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NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS, dated as of February 24, 2011 (this "Notice"), is made by and among (a) Burlington Coat Factory Warehouse Corporation (the "Borrower"), (b) each of the Persons listed on Schedule I to the Intellectual Property Security Agreement referred to below (collectively, the "Facility Guarantors") (the Borrower and the Facility Guarantors are hereinafter referred to, collectively, as the "Grantors"), and (c) J.P. Morgan Chase Bank, N.A., as collateral agent (in such capacity, the "Collateral Agent") for its own benefit and the benefit of the other Secured Parties (as defined in the Security Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, Grantors are party to a Security Agreement and an Intellectual Property Security Agreement of even date herewith in favor of the Collateral Agent and the Secured Parties;

WHEREAS, pursuant to the Security Agreement and Intellectual Property Security Agreement, Grantors have executed and delivered this Notice for the purpose of recording and confirming the grant of the security interest of the Collateral Agent in the Trademark Collateral and Patent Collateral (each as defined below) with the United States Patent and Trademark Office and the Canadian Intellectual Property Office;

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth herein and in the Security Agreement and Intellectual Property Security Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Collateral Agent, on its own behalf and on behalf of the other Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Intellectual Property Security Agreement and used herein have the meaning given to them in the Intellectual Property Security Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest granted by the Grantors to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) under the Security Agreement and the Intellectual Property Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby ratifies such Security Interest and grants to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) a continuing security interest, in all of the present and future right, title and interest of such Grantor in, to and under the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "Trademark and Patent Collateral"):

All trademarks, trade names, corporate names, company names, Internet domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers, whether registered or unregistered, together with all registrations thereof, all applications in connection therewith and all renewals thereof, and any goodwill of the business connected with, and symbolized by, any of the

foregoing, including, without limitation, the trademark registrations and trademark applications set forth on Exhibit A attached hereto (collectively, "Trademarks");

All patents and applications for patents, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto (collectively, "Patents");

All agreements, whether written or oral, providing for the grant by or to any Grantor of any right in respect of any Patent or Trademark material to the operation of such Grantor's business (collectively, "Licenses") and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Trademarks and Patents, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;

The right to sue for past, present and future infringements, misappropriations and dilutions of any of the Trademarks and Patents; and

All of the Grantors' rights corresponding to any of the foregoing throughout the world.

Notwithstanding the foregoing, no Trademark shall be included in the Trademark and Patent Collateral to the extent that the grant of a security interest in such Trademark would result in, permit or provide grounds for the cancellation or invalidation of such Trademark.

SECTION 3. Intent. This Notice is being executed and delivered by the Grantors for the purpose of recording and confirming the grant of the security interest of the Collateral Agent in the Trademark and Patent Collateral with the United States Patent and Trademark Office and the Canadian Intellectual Property Office. It is intended that the security interest granted pursuant to this Notice is granted in conjunction with, and not in addition to or limitation of, the Security Interest granted to the Collateral Agent, for its own benefit and the benefit of the other Secured Parties, under the Security Agreement and the Intellectual Property Security Agreement. All provisions of the Security Agreement and the Intellectual Property Security Agreement shall apply to the Trademark and Patent Collateral. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the Trademark and Patent Collateral as in all other Collateral. In the event of a conflict between this Notice and the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall control.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Notice.

SECTION 5. Termination; Release of Trademark and Patent Collateral. Upon termination of the Security Interest in the Trademark and Patent Collateral in accordance with Section 13 of the Intellectual Property Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor, at such Grantor's expense, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark and Patent Collateral under this Notice. Any execution and delivery of termination statements,

EXECUTION VERSION

releases or other documents pursuant to this SECTION 5 shall be without recourse to, or warranty by, the Collateral Agent or any other Secured Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Notice to be executed by their duly authorized officers as of the date first above written.

GRANTOR:

BORROWER:

**BURLINGTON COAT FACTORY
WAREHOUSE CORPORATION**

By: 

Name: Robert LaPenta

Title: Vice President and Treasurer

[NOTICE OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 004501 FRAME: 0039

**COLLATERAL
AGENT:**

JPMORGAN CHASE BANK, N.A.

By: *J. Heard*
Name: Jennifer Heard
Title: Vice President

[NOTICE OF SECURITY INTEREST IN TRADEMARKS]

**TRADEMARK
REEL: 004501 FRAME: 0040**

EXHIBIT ATrademarks

<u>Trademark</u>	<u>App/Reg. No.</u>	<u>App/Reg. Date</u>
BCF	85/039,975	5/17/2010
B (HEART DESIGN)	3,821,331	7/20/2010
BURLINGTON	3,836,659	8/24/2010
BURLINGTON (and Design)	3,836,660	8/24/2010
"B" (HEART LOGO BY ITSELF)	3,821,331	7/20/2010
BABY DEPOT	2,395,816	10/17/2000
BCF	2,646,648	11/5/2002
BCF	3,910,595	1/25/2011
BCF BURLINGTON COAT FACTORY (DESIGN)	2,976,498	7/26/2005
BRIGHT IDEAS	3,083,858	4/18/2006
BURLINGTON	3,836,659	8/24/2010
BURLINGTON COAT FACTORY	1,850,094	8/16/1994
BURLINGTON COAT FACTORY (WITH HEART LOGO IN PLACE OF "B")	3,323,985	10/30/2007
BURLINGTON COAT FACTORY SELECT	85/169,028	11/4/2010
BURLINGTON (WITH HEART LOGO IN PLACE OF "B")	3,836,660	8/24/2010
CHARLES KLEIN	1,905,702	7/18/1995
COAT AUTHORITY	85/121,646	9/2/2010
COHOES (and Design)	1,314,745	1/15/1985
GOOD GOOSE	3,143,696	9/12/2006
HOME DECOR	3,314,976	10/16/2007
LUXURY LINENS	2,098,506	9/23/1997
MJM DESIGNER SHOES	2,851,935	6/8/2004
OPERATION CAR SEAT	3,238,031	5/1/2007
PROJECT CHECKPOINT	3,163,718	10/24/2006
SENSATIONAL SILHOUETTES	2,565,931	4/30/2002
STYLES TO LIVE FOR, PRICES TO DIE FOR	2,999,009	9/20/2005
TRAVEL TRENDS	2,957,472	5/31/2005

EXHIBIT B

Patents and Patent Applications

None.