

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		02/23/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 Federal Street		
Internal Address:	9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85516248	BURLINGTON COAT FACTORY	
Serial Number:	85484138	BURLINGTON DIRECT	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	106235		
NAME OF SUBMITTER:	Jean Paterson		

CH \$65.00 85516248

Signature:	/jep/
Date:	02/23/2012
Total Attachments: 7 source=2-23-12 Burlington Coat Factory-TM#page1.tif source=2-23-12 Burlington Coat Factory-TM#page2.tif source=2-23-12 Burlington Coat Factory-TM#page3.tif source=2-23-12 Burlington Coat Factory-TM#page4.tif source=2-23-12 Burlington Coat Factory-TM#page5.tif source=2-23-12 Burlington Coat Factory-TM#page6.tif source=2-23-12 Burlington Coat Factory-TM#page7.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Burlington Coat Factory Warehouse Corporation

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Internal Address: _____

Street Address: 100 Federal Street, 9th Floor

City: Boston

State: MA

Country: USA Zip: 02110

- Association Citizenship USA
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 23, 2012

- Assignment Merger
 Security Agreement Change of Name
 Other Grant of Security Interest

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Exhibit A

B. Trademark Registration No.(s)

See Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: _____ ORDER# _____

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

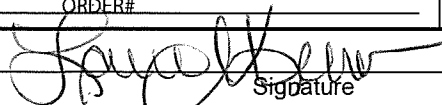
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

02/23/12

Date

Laura A. Kenerson

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS

This GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS, dated as of February 23, 2012 (this "Grant"), is made by and among (a) each of the Persons listed on Schedule I attached hereto (the "Grantors"), with offices at 1830 Route 130 N., Burlington, New Jersey 08016, and (b) Bank of America, N.A., a national banking association, with offices at 100 Federal Street, 9th Floor, Boston, MA 02110, 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) that certain Security Agreement in favor of the Collateral Agent and the Secured Parties, dated as of April 13, 2006 (as amended, supplemented or otherwise modified and in effect, the "Security Agreement"), and (b) that certain Intellectual Property Security Agreement in favor of the Collateral Agent and the Secured Parties, dated as of April 13, 2006 (as amended, supplemented or otherwise modified and in effect, the "Intellectual Property Security Agreement");

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

(i) 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 set forth on Exhibit A attached hereto (collectively, "Trademarks");

(ii) all agreements, whether written or oral, providing for the grant by or to any Grantor of any right in respect of any Trademark (collectively, "Licenses") and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Trademarks, 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;

(iv) the right to sue for past, present and future infringements, misappropriations and dilutions of any of the Trademarks; and

(v) 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 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 Grant 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 Collateral with the United States Patent and Trademark Office. It is intended that the security interest granted pursuant to this Grant 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 Collateral. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the Trademark Collateral as in all other Collateral. In the event of a conflict between this Grant 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 Grant.

SECTION 5. Termination; Release of Trademark 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 Collateral under this Grant. Any execution and delivery of termination statements, 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 undersigned have executed this Grant as of the date first written above.

GRANTORS:

**THE ENTITIES LISTED ON SCHEDULE I
HERETO, as Grantors**

By: 

Name: Robert LaPenta

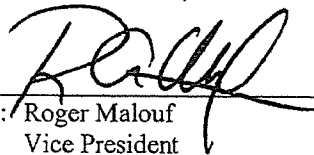
Title: VP/Treasurer

Signature Page to Grant of Security Interest in U.S. Trademarks

**TRADEMARK
REEL: 004724 FRAME: 0559**

**COLLATERAL
AGENT:**

BANK OF AMERICA, N.A.

By: 
Name: Roger Malouf
Title: Vice President

Signature Page to Grant of Security Interest in U.S. Trademarks

**TRADEMARK
REEL: 004724 FRAME: 0560**

EXHIBIT A

List of Trademarks

U.S. Federal Trademark Registrations

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>App/Reg. No.</u>	<u>App/Reg. Date</u>
US	Burlington Coat Factory	Pending	85516248	1/13/12
US	Burlington Direct	Pending	85484138	11/30/11

Exhibit A to Grant of Security Interest in U.S. Trademarks

Schedule I

Grantors

Burlington Coat Factory Warehouse Corporation, a Delaware corporation

Schedule I to Grant of Security Interest in U.S. Trademarks