TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Burlington Coat Factory Warehouse Corporation		05/31/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85905506	BURLINGTON LADIES ·MENS· KIDS· HOME · CO

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-701-3365
Email: david.adams@thomsonreuters.com
Correspondent Name: Elaine Carrera, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
Signature:	/David Adams TR/
Date:	05/31/2013

OP $40.00 85905506

Total Attachments: 9
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NOTICE OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF SECURITY INTEREST IN TRADEMARKS, dated as of May 31, 2013 (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 dated as of February 24, 2011 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 (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"):

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 agreements, whether written or oral, providing for the grant by or to any Grantor of any right in respect of any 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, 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

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 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 Collateral with the United States Patent and Trademark 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 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 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 Trademarks and any other applicable government officer record this Notice.

SECTION 5. Termination; Release of Trademark Collateral . Upon termination of the Security Interest in the Trademark 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 Notice. 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.

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

GRANTORS:

BORROWER:

BURLINGTON COAT FACTORY
WAREHOUSE CORPORATION

By:_____
Name: Robert LaPenta, Jr.
Title: Vice President and Treasurer

FACILITY GUARANTORS:

Burlington Coat Factory of Alabama, LLC
Burlington Coat Factory Warehouse of Anchorage, Inc.
Burlington Coat Factory of Arizona, LLC
Burlington Coat Factory of Arkansas, LLC
Baby Depot of California, LLC
Burlington Coat Factory of California, LLC
Burlington Coat Factory of San Bernardino, LLC
MJM Designer Shoes of California, LLC
Burlington Coat Factory of Colorado, LLC
Burlington Coat Factory of Connecticut, LLC
Cohoes Fashions of Connecticut, LLC
Burlington Coat Factory of Delaware, LLC
Burlington Coat Factory of Texas, L.P.
MJM Designer Shoes of Delaware, LLC
Burlington Coat Factory of Florida, LLC
MJM Designer Shoes of Florida, LLC
Burlington Coat Factory of Georgia, LLC
Burlington Coat Factory Warehouse of Atlanta, Inc.
Burlington Coat Factory of Hawaii, LLC
Burlington Coat Factory of Idaho, LLC
Burlington Coat Factory of Illinois, LLC
Burlington Coat Factory Warehouse of East St. Louis, Inc.
Burlington Coat Factory of Indiana, LLC
Burlington Coat Factory of Iowa, LLC
Burlington Coat Factory of Kansas, LLC
Burlington Coat Factory of Kentucky, Inc.
Burlington Coat Factory of Louisiana, LLC
Burlington Coat Factory of Maine, LLC
Burlington Coat Factory of Maryland, LLC
Burlington Coat Factory of Massachusetts, LLC
Cohoes Fashions of Massachusetts, LLC

TRADEMARK
REEL: 005038 FRAME: 0444

Burlington Coat Factory of Michigan, LLC
Burlington Coat Factory Warehouse of Detroit, Inc.
Burlington Coat Factory Warehouse of Redford, Inc.
Burlington Coat Factory Warehouse of Grand Rapids, Inc.
Burlington Coat Factory of Minnesota, LLC
Burlington Coat Factory of Mississippi, LLC
Burlington Coat Factory of Missouri, LLC
Burlington Coat Factory of Montana, LLC
Burlington Coat Factory of Nebraska, LLC
Burlington Coat Factory of Nevada, LLC
Burlington Coat Factory of New Hampshire, LLC
Burlington Coat Factory Direct Corporation
Burlington Coat Factory of New Jersey, LLC
Burlington Coat Factory Warehouse of Edgewater Park, Inc.
Burlington Coat Factory Warehouse of New Jersey, Inc.
Cohoes Fashions of New Jersey, LLC
MJM Designer Shoes of Moorestown, Inc.
MJM Designer Shoes of New Jersey, LLC
Super Baby Depot of Moorestown, Inc.
Burlington Coat Factory of New Mexico, LLC
Burlington Coat Factory of New York, LLC
Georgetown Fashions Inc.
Monroe G. Milstein, Inc.
Cohoes Fashions of New York, LLC
MJM Designer Shoes of New York, LLC
Burlington Coat Factory of North Carolina, LLC
Burlington Coat Factory of North Dakota, LLC
Burlington Coat Factory of Ohio, LLC
Burlington Coat Factory Warehouse of Cleveland, Inc.
Burlington Coat Factory of Oklahoma, LLC
Burlington Coat Factory of Oregon, LLC
Burlington Coat Factory Warehouse of Bristol, LLC
Burlington Coat Factory of Pennsylvania, LLC
Burlington Coat Factory Warehouse of Montgomeryville, Inc.
Burlington Coat Factory Warehouse of Cheltenham, Inc.
Burlington Coat Factory Warehouse of Langhorne, Inc.
Burlington Factory Warehouse of Reading, Inc.
Burlington Coat Factory Warehouse Inc.
MJM Designer Shoes of Pennsylvania, LLC
Burlington Coat Factory of Puerto Rico, LLC
Burlington Coat Factory of Rhode Island, LLC
Cohoes Fashions of Cranston, Inc.
Burlington Coat Factory of South Carolina, LLC
Burlington Coat Factory Warehouse of Charleston, Inc.
Burlington Coat Factory of South Dakota, LLC
Burlington Coat Factory Warehouse of Memphis, Inc.
Burlington Coat Factory Warehouse of Shelby, Inc.

Burlington Coat Factory Warehouse of Hickory Commons, Inc.
Burlington Coat Factory Warehouse of Baytown, Inc.
MJM Designer Shoes of Texas, Inc.
Burlington Coat Factory of Utah, LLC
Burlington Coat Factory of Vermont, LLC
Burlington Coat Factory of Virginia, LLC
Burlington Coat Factory of Pocono Crossing, LLC
BCF Cards, Inc.
Burlington Coat Factory Warehouse of Coliseum, Inc.
Burlington Coat Factory of Washington, LLC
Burlington Coat Factory of West Virginia, LLC
Burlington Coat Factory of Wisconsin, LLC
Burlington Coat Factory Realty of Huntsville, LLC
Burlington Coat Factory Realty of Mesa, Inc.
Burlington Coat Factory Realty of Desert Sky, Inc.
Burlington Coat Factory Realty of Dublin, Inc.
Burlington Coat Factory Realty of Florin, Inc.
Burlington Coat Factory Realty of Ventura, Inc.
Burlington Coat Realty of East Windsor, Inc.
Burlington Coat Factory of Texas, Inc.
C.F.I.C. Corporation
Burlington Coat Factory Realty Corp.
Burlington Coat Factory Realty of University Square, Inc.
Burlington Coat Factory Realty of Coral Springs, Inc.
Burlington Coat Factory Realty of West Colonial, Inc.
Burlington Coat Factory Realty of Orlando, Inc.
Burlington Coat Factory Realty of Sarasota, Inc.
K&T Acquisition Corp.
Bee Ridge Plaza, LLC
Burlington Coat Factory Realty of Morrow, Inc.
Burlington Coat Realty of Gurnee, Inc.
Burlington Coat Factory Realty of Bloomingdale, Inc.
Burlington Coat Factory Realty of River Oaks, Inc.
Burlington Coat Factory Realty of Greenwood, Inc.
Burlington Coat Factory Realty of North Attleboro, Inc.
Burlington Coat Factory Realty of Des Peres, Inc.
Burlington Coat Realty of Las Vegas, Inc.
Burlington Coat Factory Realty of Edgewater Park, Inc.
Burlington Coat Factory Realty of Paramus, Inc.
Burlington Coat Factory Realty of Pinebrook, Inc.
Burlington Coat Factory Warehouse of Edgewater Park Urban Renewal Corp.
Burlington Coat Factory Realty of Yonkers, Inc.
LC Acquisition Corp.
Burlington Coat Factory Realty of Tulsa, Inc.
Burlington Coat Factory Realty of West Mifflin, Inc.
Burlington Coat Factory Realty of Langhorne, Inc.
Burlington Coat Factory Realty of Whitehall, Inc.
Burlington Coat Factory Realty of Memphis, Inc.

Burlington Coat Realty of Plano, Inc.
Burlington Coat Realty of Houston, Inc.
Burlington Coat Factory Realty of Westmoreland, Inc.
Burlington Coat Factory Realty of Bellaire, Inc.
Burlington Coat Factory Realty of El Paso, Inc.
Burlington Coat Realty of Potomac, Inc.
Burlington Coat Factory Realty of Fairfax, Inc.
Burlington Coat Factory Realty of Coliseum, Inc.
Burlington Coat Factory Realty of Franklin, Inc.
Scottchris, LLC
Burlington Stores Corporation
BCF Florence Urban Renewal, L.L.C.

By: _____
Name: Robert LaPenta, Jr.
Title: Vice President and Treasurer

COLLATERAL AGENT:

J.P. MORGAN CHASE BANK, N.A.

By: _____

Name: Jennifer Heard

Title: Authorized Officer

Signature Page to Notice of Security Interest in Trademarks

EXHIBIT A

Trademarks

(U.S. Federal Trademark Registrations and Applications)

Country/Territory	Trademark	Status	App/Reg. No.	App/Reg. Date
US	BURLINGTON LADIES - MENS - KIDS - HOME - COATS	Pending	85905506	4/16/2013

Domain names (registered on May 16, 2013):

BURLINGTONSTYLE.COM

BURLINGTONSTYLE.INFO

BURLINGTONSTYLE.NET

BURLINGTONSTYLE.ORG