

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332934

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Burlington Coat Factory Warehouse Corporation		02/23/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	100 Federal Street, 9th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86470973	BLUSH BY KATE	
<b>Serial Number:</b>	86477663	SPA DOLL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<i>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.</i>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F154160		
<b>NAME OF SUBMITTER:</b>	James Won		
<b>SIGNATURE:</b>	/James Won/		
<b>DATE SIGNED:</b>	02/23/2015		
<b>Total Attachments: 6</b>			
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## GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS

This GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS, dated as of February 23, 2015 (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, 9<sup>th</sup> 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 Notice of Security Interest in Trademarks and Patents in favor of the Collateral Agent and the Secured Parties, dated as of April 13, 2006 and recorded with the United States Patent and Trademark Office (the "USPTO") on April 14, 2006 at Reel 003290, Frame 0253 (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 USPTO;

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 USPTO. 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.

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

**GRANTORS:**

**THE ENTITIES LISTED ON SCHEDULE I  
HERE TO, as Grantors**

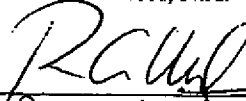
By: 

Name: Chalawaton Sittam

Title: VP/Corp. Counsel

**COLLATERAL  
AGENT:**

BANK OF AMERICA, N.A.

By:   
Name: Roger Malouf  
Title: Director

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

**TRADEMARK  
REEL: 005464 FRAME: 0460**

**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	BLUSH BY KATE	Pending	86470973	12/4/14
US	SPA DOLL	Pending	86477663	12/11/14

Schedule I

Grantors

Burlington Coat Factory Warehouse Corporation, a Delaware corporation

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