

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM649447

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	12/31/2016		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cohoes Fashions of New York, LLC		12/19/2016	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Burlington Coat Factory of Texas, Inc.		
<b>Street Address:</b>	1830 Route 130 North		
<b>City:</b>	Burlington		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08016		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1314745	COHOES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173454745		
<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>	6173454872		
<b>Email:</b>	trademarks@daypitney.com		
<b>Correspondent Name:</b>	Alex P. Garens / Day Pitney LLP		
<b>Address Line 1:</b>	605 Third Avenue, 31st Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10158-1803		
<b>ATTORNEY DOCKET NUMBER:</b>	797466000240		
<b>NAME OF SUBMITTER:</b>	Alex P Garens		
<b>SIGNATURE:</b>	/alex p garens/		
<b>DATE SIGNED:</b>	05/25/2021		
<b>Total Attachments: 13</b>			
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# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"BABYDEPOT OF CALIFORNIA, LLC", A CALIFORNIA CORPORATION,

"BURLINGTON COAT FACTORY OF ARIZONA, LLC", AN ARIZONA CORPORATION,

"BURLINGTON COAT FACTORY OF NEW YORK, LLC", A NEW YORK CORPORATION,

"MJM DESIGNER SHOES OF NEW YORK, LLC", A NEW YORK CORPORATION,

"BURLINGTON COAT FACTORY OF MASSACHUSETTS, LLC", A MASSACHUSETTS CORPORATION,

"COHOES FASHIONS OF MASSACHUSETTS, LLC", A MASSACHUSETTS CORPORATION,

"BURLINGTON COAT FACTORY OF OHIO, LLC", AN OHIO CORPORATION,

"BURLINGTON COAT FACTORY OF ILLINOIS, LLC", AN ILLINOIS CORPORATION,



  
Jeffrey W. Bullock, Secretary of State

4121960 8100M  
SR# 20167195563

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

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Authentication: 203584870  
Date: 12-27-16

**TRADEMARK**  
**REEL: 007305 FRAME: 0765**

# Delaware

The First State

Page 2

"BURLINGTON COAT FACTORY OF MICHIGAN, LLC", A MICHIGAN CORPORATION,

"BURLINGTON COAT FACTORY OF CALIFORNIA, LLC", A CALIFORNIA CORPORATION,


"MJM DESIGNER SHOES OF CALIFORNIA, LLC", A CALIFORNIA CORPORATION,

"COHOES FASHIONS OF NEW YORK, LLC", A NEW YORK CORPORATION, WITH AND INTO "BURLINGTON COAT FACTORY OF TEXAS, INC." UNDER THE NAME OF "BURLINGTON COAT FACTORY OF TEXAS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF DECEMBER, A.D. 2016, AT 11:05 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2016.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



  
Jeffrey W. Bullock, Secretary of State

4121960 8100M  
SR# 20167195563

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 203584870  
Date: 12-27-16



**EXHIBIT A**

**Name of the Limited Liability Company**

Burlington Coat Factory of Arizona, LLC  
Baby Depot of California, LLC  
Burlington Coat Factory of California, LLC  
MJM Designer Shoes of California, LLC  
Burlington Coat Factory of Illinois, LLC  
Burlington Coat Factory of Massachusetts, LLC  
Cohoes Fashions of Massachusetts, LLC  
Burlington Coat Factory of Michigan, LLC  
Burlington Coat Factory of New York, LLC  
Cohoes Fashions of New York, LLC  
MJM Designer Shoes of New York, LLC  
Burlington Coat Factory of Ohio, LLC

**Jurisdiction of Limited Liability Company**

Arizona  
California;  
California;  
California;  
Illinois;  
Massachusetts;  
Massachusetts;  
Michigan;  
New York;  
New York;  
New York; and  
Ohio

Form **LLC-37.25**

May 2012

Secretary of State  
 Department of Business Services  
 Limited Liability Division  
 601 S. Second St., Rm. 351  
 Springfield, IL 62788  
 217-524-8008  
 www.cyberdriveillinois.com

Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

Illinois  
 Limited Liability Company Act  
 Articles of Merger

**SUBMIT IN DUPLICATE**

Type or print clearly.

Filing Fee: \$ 100  
 (Filing fee \$100 plus \$50 each entity more than two)

Approved: *[Signature]*

FILE # 01764276

This space for use by Secretary of State.

**FILED**

DEC 21 2016

JESSE WHITE  
 SECRETARY OF STATE

1. Names of Entities proposing to merge:

Name of Entity	Type of Entity (Corporation, Limited Liability Company, Limited Partnership, General Partnership or other permitted entity)	Domestic State or Jurisdiction	Date of Organization or Admission to Illinois	Illinois Secretary of State File Number (if any)
<u>Burlington Coat Factory of Illinois, LLC</u>	<u>LLC</u>	<u>Illinois</u>	<u>3/15/2006</u>	<u>1764276</u>
<u>Burlington Coat Factory of Texas, Inc.</u>	<u>Corporation</u>	<u>Delaware</u>	<u>10/28/2016</u>	<u>7087-0495</u>

2. A copy of the plan as approved must be attached to these Articles of Merger.

3. a. Name of Surviving Entity: Burlington Coat Factory of Texas, Inc.

b. Address of Surviving Entity: Legal Dept. C/O Neveen Okaily 1830 Route 130 North, Burlington, NJ 08016

c. File Number (if any): 7087-0495

d. Jurisdiction: Delaware

4. Effective date of merger: (check one)

a.  the filing date, or

b.  a later date, but not more than 30 days subsequent to the filing date: December 31, 2016  
 Month, Day, Year


5. If the survivor is a Limited Liability Company, indicate changes that are necessary to its Articles of Organization as stated in the plan of merger:

**LLC-37.25**

If the surviving entity is not a Limited Liability Company, the entity agrees that it may be served with process in Illinois and is subject to liability in any action or proceeding for the enforcement of any liability or obligation of a Limited Liability Company previously subject to suit in this State, which is to merge, and for the enforcement, as provided in this Act, of the right of members of any Limited Liability Company to receive payment for their interest against the surviving entity.

6. The plan of merger has been approved and each LLC or other entity that is party to this Merger has signed below and affirms, under penalty of perjury, that the facts stated herein are true, correct and complete.

Dated December 19<sup>th</sup> 2016  
Month & Day Year

1.  _____ Signature Signature Page to Follow _____ Name and Title (type or print) _____ Name if a Corporation or other Entity	2. _____ Signature _____ Name and Title (type or print) _____ Name if a Corporation or other Entity
3. _____ Signature _____ Name and Title (type or print) _____ Name if a Corporation or other Entity	4. _____ Signature _____ Name and Title (type or print) _____ Name if a Corporation or other Entity

If more space is needed, please attach additional sheets of this size.

**Signatures must be in black ink on an original document.  
Carbon copy, photocopy or rubber stamp signatures  
may only be used on conformed copies.**



The plan of merger has been approved and each LLC or other entity that is party to this Merger has signed below and affirms, under penalty of perjury, that the facts stated herein are true, correct and complete.

Burlington Coat Factory of Texas, Inc.

By:   
\_\_\_\_\_  
Christopher Schaub, VP & Assistant Secretary

Burlington Coat Factory of Illinois, LLC, an Illinois Limited Liability Company

By:   
\_\_\_\_\_  
Christopher Schaub, VP & Assistant Secretary of Burlington Coat Factory of Texas, Inc., as Sole Member of Burlington Coat Factory of Illinois, LLC

**EXHIBIT A**

## **AGREEMENT AND PLAN OF MERGER**

This **AGREEMENT AND PLAN OF MERGER** ("Agreement"), dated as of December 19, 2016, is entered into by and between Burlington Coat Factory of Texas, Inc., a Delaware corporation ("Acquiror"), and the subsidiary corporations and limited liability companies listed on Exhibits A and B hereto, respectively (each, a "Subsidiary" and, collectively, the "Subsidiaries"). In this Agreement, Acquiror and Subsidiaries are sometimes collectively referred to as the "Parties," and individually as a "Party."

**WHEREAS**, the board of directors of the Acquiror and the boards of directors or the sole member of each of the Subsidiaries, as the case may be, have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such entity and its equity owners;

**WHEREAS**, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, each Subsidiary, in accordance with the Delaware General Corporation Law ("DGCL") and the applicable laws of the jurisdiction in which each Subsidiary is incorporated or formed, as applicable, will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the "Merger"); and

**WHEREAS**, for US federal income tax purposes, the parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Sections 251, 252, 253 and 264 of the DGCL and the applicable laws of the jurisdiction in which each Subsidiary is formed, each of the Subsidiaries shall be merged with and into the Acquiror at the Effective Date (as hereinafter defined). Following the Effective Date, the separate existence of the Subsidiaries shall cease, and the Acquiror shall continue as the surviving corporation (the "Surviving Corporation"). The effects and consequences of the Merger shall be as set forth in this Agreement, the DGCL, and the applicable laws of the jurisdiction in which each Subsidiary is incorporated or formed, as applicable.

### **2. Effective Date.**

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file certificates of merger (collectively, the "Certificates of Merger") with the Secretaries of State of each state in which each of the Acquiror and the Subsidiaries is incorporated or formed, as the case may be, and such filing is required. The Merger shall become effective upon December 31, 2016 as set forth in the Certificates of Merger (the "Effective Date").

(b) The Merger shall have the effects set forth in the DGCL and the applicable laws of the jurisdiction in which each Subsidiary is incorporated or formed, as applicable, including without limitation, Section 259 of the DGCL. Without limiting the generality of the foregoing, from the Effective Date, (i) all the properties, rights, privileges, immunities, powers and franchises of each of

the Subsidiaries shall vest in the Acquiror, as the Surviving Corporation, and (ii) all debts, liabilities, obligations and duties of each of the Subsidiaries shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Corporation.

3. **Organizational Documents.** The by-laws of the Acquiror in effect at the Effective Date shall be the by-laws of the Surviving Corporation until thereafter amended as provided therein or by the DGCL, and the certificate of incorporation of the Acquiror in effect at the Effective Date, as amended pursuant to the Certificate of Merger, shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the DGCL.

4. **Directors and Officers.** The directors and officers of the Acquiror immediately prior to the Effective Date shall be the directors of the Surviving Corporation from and after the Effective Date and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of incorporation and by-laws of the Surviving Corporation or as otherwise provided by the DGCL.

5. **Cancellation of Securities.** At the Effective Date, by virtue of the Merger and without any action on the part of the Acquiror, the Subsidiaries, or the holders of shares of capital stock or the limited liability company membership interests, as the case may be, of the Subsidiaries:

(a) each share of common stock ("Subsidiary Common Stock") and each limited liability company membership interest ("Subsidiary LLC Interests"), as the case may be, of each Subsidiary, issued and outstanding immediately prior to the Effective Date that is owned by the Acquiror or a Subsidiary (as treasury stock or otherwise) will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(b) each share of capital stock of Acquiror issued and outstanding immediately prior to the Effective Date shall remain outstanding following the consummation of the Merger.

6. **Stock Certificates.** Upon surrender of the certificate or certificates (the "Certificates") that immediately prior to the Effective Date evidenced outstanding shares of Subsidiary Common Stock or the Subsidiary LLC Interests to Acquiror for cancellation, each such Certificate shall forthwith be canceled.

7. **Submission to Service of Process.** The Surviving Corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent entity of Delaware, as well as the enforcement of any obligation of the Surviving Corporation arising from this Merger and irrevocably appoints the Secretary of State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail a copy of any such process to the Surviving Corporation at Corporation Service Company, 2711 Centerville Rd., Suite 400, Wilmington, DE 19808.

8. **Entire Agreement.** This Agreement together with the Certificates of Merger constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

9. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

10. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

11. **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

12. **Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14. **Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BURLINGTON COAT FACTORY OF TEXAS,  
INC.

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By: Robert LaPenta, Jr.  
Title: Vice President, Treasurer

**SUBSIDIARY CORPORATIONS**

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**By: Robert LaPenta, Jr.**  
**Title: Vice President, Treasurer of each Subsidiary**  
**corporation set forth on Exhibit A hereto**

**SUBSIDIARY LIMITED LIABILITY  
COMPANIES**

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**By: Burlington Coat Factory Warehouse**  
**Corporation, as sole member of each Subsidiary**  
**limited liability company set forth on Exhibit B**  
**hereto**

**By: Robert LaPenta, Jr.**  
**Title: Vice President, Treasurer**

**EXHIBIT A**

**Subsidiary Corporations**

**Illinois**

**Burlington Coat Factory Warehouse of East St. Louis, Inc.**

**Michigan**

**Burlington Coat Factory Warehouse of Detroit, Inc.**

**Burlington Coat Factory Warehouse of Grand Rapids, Inc.**

**Burlington Coat Factory Warehouse of Redford, Inc.**

**New York**

**Georgetown Fashions, Inc.**

**Texas**

**MJM Designer Shoes of Texas, Inc.**