

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Burlington Coat Factory Warehouse Corporation		12/19/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as collateral agent		
Street Address:	383 Madison Ave		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	98245738	DEALS ON TOP OF DEALS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Sophie Bolt		
SIGNATURE:	/Sophie Bolt/		
DATE SIGNED:	12/19/2023		
Total Attachments: 8			
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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)
- Partnership
- Corporation- State: Florida
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Florida, USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) December 19, 2023

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as collateral agent

Street Address: 383 Madison Ave

City: New York

State: NY

Country: USA Zip: 10179

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship National Association, USA

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)

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

A. Trademark Application No.(s) Text
See Schedule A

B. Trademark Registration No.(s)
See Schedule 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: Sophie Bolt

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: SBolt@cahill.com

6. Total number of applications and registrations involved:

1

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: Sophie Bolt

Signature

Sophie Bolt

Name of Person Signing

December 19, 2023

Date

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

8

NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS, dated as of December 19, 2023 (this “Notice”), is made by and among (a) Burlington Coat Factory Warehouse Corporation (the “Grantor”), and (b) JPMorgan 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.

W I T N E S S E T H:

WHEREAS, Grantor is party to a Security Agreement dated February 24, 2011 and an Intellectual Property Security Agreement dated February 24, 2011, in favor of the Collateral Agent and the Secured Parties;

WHEREAS, pursuant to the Security Agreement and Intellectual Property Security Agreement, Grantor has 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;

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 Grantor 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 Grantor 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, the Grantor 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 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 Grantor of any right in respect of any Patent or Trademark material to the operation of 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 Grantor's 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 Grantor 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. 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. The 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 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, 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:

BURLINGTON COAT FACTORY
WAREHOUSE CORPORATION

By: DocuSigned by:
Christopher Schaub
18CF3AC1E3804E1
Name: Christopher Schaub
Title: VP Assistant General Counsel

COLLATERAL AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: James A. Knight
Title: Executive Director

[Burlington – Signature Page to Notice of Trademark]

TRADEMARK
REEL: 008293 FRAME: 0008

EXHIBIT A

Trademarks

Trademark	Status	App/Reg. No.	App/Reg. Date
DEALS ON TOP OF DEALS	Pending	98245738	10/30/23

EXHIBIT B

Patents and Patent Applications

None.