

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		04/13/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bear Stearns Corporate Lending Inc.
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2449434	ALASKA WOODS
Registration Number:	2395816	BABY DEPOT
Registration Number:	2646648	BCF
Registration Number:	2976498	BCF BURLINGTON COAT FACTORY
Registration Number:	2554008	THE BIG PLUSH
Registration Number:	1850094	BURLINGTON COAT FACTORY
Registration Number:	1905702	CHARLES KLEIN
Registration Number:	1314745	COHOES
Registration Number:	2398659	DECK TREKER
Registration Number:	2271048	KID'S DEPOT
Registration Number:	2621835	LINENS, GIFTS & MORE
Registration Number:	2098506	LUXURY LINENS
Registration Number:	2480880	MIDNIGHT DAWN

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Registration Number:	2851935	MJM DESIGNER SHOES
Registration Number:	1905048	NANCY'S FANCY
Registration Number:	2565931	SENSATIONAL SILHOUETTES
Registration Number:	2999009	STYLES TO LIVE FOR, PRICES TO DIE FOR
Registration Number:	2957472	TRAVEL TRENDS
Serial Number:	78748752	BURLINGTON COAT FACTORY
Serial Number:	78538509	BRIGHT IDEAS

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	031935-0199 BEAR STEARNS
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	04/13/2006

Total Attachments: 13
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NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS, dated as of April 13, 2006 (this "Notice"), by and among Burlington Coat Factory Warehouse Corporation (the "Borrower"), (b) each of the Persons listed on Schedule I hereto (each such Person, individually, a "Facility Guarantor" and, collectively, the "Facility Guarantors") (the Borrower and the Facility Guarantors are hereinafter referred to, individually, as a "Grantor" and, collectively, as the "Grantors"), and (c) Bear Stearns Corporate Lending Inc., 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 of even date herewith 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 and Patent Collateral (each as defined below) with the United States Patent and Trademark Office and the Canadian Intellectual Property 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 and Patent Collateral"):

(a) 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");

(b) 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");

(c) All agreements, whether written or oral, providing for the grant by or to any Grantor of any right in respect of any Patent or Trademark (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;

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

(e) 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 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 Grantors 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 and the Canadian Intellectual Property 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. Each 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 such Grantor's expense, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in

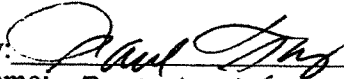
the Trademark and Patent Collateral under this Notice. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 5 shall be without recourse to, or warranty by, the Collateral Agent or any other Secured Party.

[SIGNATURE PAGE FOLLOWS]

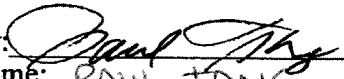
IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Notice to be executed by their duly authorized officers as of the date first above written.

GRANTORS:


BURLINGTON COAT FACTORY
WAREHOUSE CORPORATION

By: 
Name: PAUL TANG
Title: EXECUTIVE VICE PRESIDENT
GENERAL COUNSEL AND SECRETARY


BURLINGTON COAT FACTORY HOLDINGS,
INC.

By: 
Name: PAUL TANG
Title: ASSISTANT SECRETARY

BURLINGTON COAT FACTORY
INVESTMENTS HOLDINGS, INC.

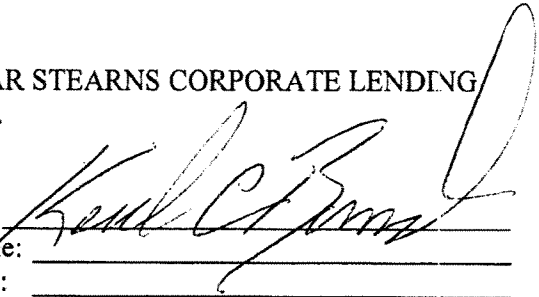
By: 
Name: PAUL TANG
Title: ASSISTANT SECRETARY

EACH OF THE SUBSIDIARIES LISTED ON
SCHEDULE I HERETO

By: 
Name: PAUL TANG
Title: EXECUTIVE VICE PRESIDENT
GENERAL COUNCIL AND SECRETARY

**COLLATERAL
AGENT:**

BEAR STEARNS CORPORATE LENDING
INC.

By: 
Name: _____
Title: _____

KEITH C. SMITH
EXECUTIVE VICE PRESIDENT

[NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS (TERM LOAN)]

**TRADEMARK
REEL: 003289 FRAME: 0460**

EXHIBIT A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Status</u>	<u>App/Reg. No.</u>	<u>App/Reg. Date</u>
ALASKA WOODS	Registered	2,449,434	5/8/2001
BABY DEPOT	Registered	2,395,816	10/17/2000
BCF	Registered	2,646,648	11/5/2002
BCF BURLINGTON COAT FACTORY	Registered	2,976,498	7/26/2005
BURLINGTON COAT FACTORY WITH HEART LOGO IN PLACE OF "B"	Pending	78/748,752	11/7/2005
THE BIG PLUSH	Registered	2,554,008	3/26/2002
BRIGHT IDEAS	Pending	78/538,509	12/27/2004
BURLINGTON COAT FACTORY	Registered	1,850,094	8/16/1994
CHARLES KLEIN	Registered	1,905,702	7/18/1995
COHOES	Registered	1,314,745	1/15/1985
DECK TREKER	Registered	2,398,659	10/24/2000
KID'S DEPOT	Registered	2,271,048	8/17/1999
LINENS, GIFTS & MORE	Registered	2,621,835	9/17/02
LUXURY LINENS	Registered	2,098,506	9/23/1997
MIDNIGHT DAWN	Registered	2,480,880	8/21/2001
MJM DESIGNER SHOES	Registered	2,851,935	6/8/2004
NANCY'S FANCY	Registered	1,905,048	7/11/1995
SENSATIONAL SILHOUETTES	Registered	2,565,931	4/30/2002
STYLES TO LIVE FOR PRICES TO DIE FOR	Registered	2,999,009	9/20/2005
TRAVEL TRENDS	Registered	2,957,472	5/31/2005

Canadian Trademark Registrations and Applications

Trademark	Status	App/Reg. No.	App/Reg. Date
BABY DEPOT	Pending	9/22/98	1281110
BURLINGTON COAT FACTORY	Pending	9/22/1998	0891003
CHARLES KLEIN	Pending	4/27/2000	1057001
KID'S DEPOT	Pending	5/8/2000	1056993
LUXURY LINENS	Pending	9/22/1998	0891034
MIDNIGHT DAWN	Pending	4/27/2000	1057002
SENSATIONAL SILHOUETTES	Pending	4/27/2000	1057003

EXHIBIT B

Patents and Patent Applications

None.

SCHEDULE I

Facility Guarantors

Burlington Coat Factory Holdings, Inc.
Burlington Coat Factory Investments Holdings, Inc.
Burlington Coat Factory of Alabama, LLC
Burlington Coat Factory Realty of Huntsville, LLC
Burlington Coat Factory Warehouse of Anchorage, Inc.
Burlington Coat Factory of Arizona, LLC
Burlington Coat Factory Realty of Mesa, Inc.
Burlington Coat Factory Realty of Desert Sky, Inc.
Burlington Coat Factory of Arkansas, LLC
Burlington Coat Factory of California, LLC
Burlington Coat Factory Warehouse of San Bernadino, LLC
Baby Depot of California, LLC
MJM Designer Shoes of California, LLC
Burlington Coat Factory Warehouse of San Francisco, Inc.
Burlington Coat Factory Warehouse of San Bernardino, Inc.
Baby Depot of Ontario, Inc.
Baby Depot of San Diego, Inc.
Totally 4 Kids of Milpitas, Inc.
Totally 4 Kids of Ontario, Inc.
MJM Designer Shoes of Sacramento, Inc.
MJM Designer Shoes of Ontario, Inc.
MJM Designer Shoes of Modesto, Inc.
Burlington Coat Factory Realty of Dublin, Inc.
Burlington Coat Factory Realty of Florin, Inc.
Burlington Coat Factory Realty of Ventura, Inc.
Burlington Coat Factory of Colorado, LLC
Burlington Coat Factory of Connecticut, LLC
Cohoes Fashions of Connecticut, LLC
Burlington Coat Realty of East Windsor, Inc.
Burlington Coat Factory Realty Corp.
Burlington Coat Factory of Delaware, LLC
MJM Designer Shoes of Delaware, LLC
C.F.I.C. Corporation
C.F.B., Inc.
C.L.B., Inc.
Burlington Coat Factory of Texas, L.P.
Burlington Coat Factory of Texas, Inc.
Burlington Coat Factory Purchasing, Inc.
Burlington Coat Factory of Florida, LLC
MJM Designer Shoes of Florida, LLC
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 of Georgia, LLC
Burlington Coat Factory Warehouse of Atlanta, Inc.
Burlington Coat Factory Realty of Morrow, Inc.
Burlington Coat Factory of Idaho, LLC
Burlington Coat Factory of Illinois, LLC
Burlington Coat Factory Warehouse of Chicago, Inc.
Burlington Coat Factory Warehouse of East St. Louis, Inc.
Burlington Coat Factory Warehouse of Tinley Park, 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 of Indiana, LLC
Burlington Coat Factory Realty of Greenwood, Inc.
Burlington Coat Factory Warehouse of Des Moines, Inc.
Burlington Coat Factory of Kansas, LLC
Burlington Coat Factory of Kentucky, Inc.
Burlington Coat Factory Warehouse of Lexington, Inc.
Burlington Coat Factory Warehouse of Dixie, 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
Decelle of Shrewsbury, Inc.
Decelle of North Attleboro, Inc.
Burlington Coat Factory Realty of North Attleboro, Inc.
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 Walker, Inc.
Burlington Coat Factory Warehouse of Grand Rapids, Inc.
Burlington Coat Factory of Minnesota, LLC
Burlington Coat Factory of Missouri, LLC
Burlington Coat Factory Warehouse of Desperes, Inc.
Burlington Coat Factory Warehouse of Missouri, Inc.
Burlington Coat Factory Warehouse of St. Ann, Inc.
Burlington Coat Factory Warehouse of Benjamin KC, Inc.
Burlington Coat Factory Warehouse of Kingshighway, Inc.
Burlington Coat Factory Warehouse of St. Peters, Inc.
Burlington Coat Factory Warehouse of St. Louis, Inc.
Burlington Coat Factory Warehouse Bridgeton, Inc.

Luxury Linens of St. Louis, Inc.
Burlington Coat Factory Realty of Des Peres, Inc.
Burlington Coat Factory of Nebraska, LLC
Burlington Coat Factory of Nevada, LLC
Burlington Coat Realty of Las Vegas, Inc.
Burlington Coat Factory of New Hampshire, LLC
Burlington Coat Factory of New Jersey, LLC
MJM Designer Shoes of New Jersey, LLC
Cohoes Fashions of New Jersey, LLC
Burlington Coat Factory Warehouse of Flemington, Inc.
Burlington Coat Factory Direct Corporation
MJM Designer Shoes of Moorestown, Inc.
Super Baby Depot of Moorestown, 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 Warehouse of New Jersey, Inc.
Burlington Coat Factory of New Mexico, LLC
Burlington Coat Factory Warehouse of Albuquerque, Inc.
Burlington Coat Factory Warehouse of West Albuquerque, Inc.
Burlington Coat Factory of New York, LLC
MJM Designer Shoes of New York, LLC
Cohoes Fashions of New York, LLC
Georgetown Fashions Inc.
Monroe G. Milstein, Inc.
LC Acquisition Corp.
Burlington Coat Factory Realty of Yonkers, Inc.
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 Warehouse of Cuyahoga, Inc.
Burlington Coat Factory of Oklahoma, LLC
Burlington Coat Factory Realty of Tulsa, Inc.
Burlington Coat Factory of Oregon, LLC
Burlington Coat Factory of Pennsylvania, LLC
MJM Designer Shoes of Pennsylvania, LLC
Burlington Coat Factory Warehouse of Bristol, LLC
Burlington Coat Factory Outlet Inc.
Burlington Coat Factory Outlet of Eynon, Inc.
Burlington Coat Factory Outlet of Reading, Inc.
Burlington Coat Factory Warehouse of Market, Inc.
Burlington Coat Factory Warehouse of Lancaster, Inc.
Burlington Coat Factory Warehouse of Pennsylvania, Inc.
Burlington Coat Factory Warehouse of Monroeville, Inc.

Burlington Coat Factory Warehouse of Edwardsville, Inc.
Burlington Coat Factory Warehouse of Philadelphia, Inc.
Burlington Coat Factory Warehouse of Allentown, Inc.
Burlington Coat Factory Warehouse of Bethel Park, Inc.
Burlington Coat Factory Warehouse of Harrisburg, Inc.
Burlington Coat Factory Warehouse of Allegheny, Inc.
Burlington Coat Factory Warehouse of Franklin, Inc.
Burlington Coat Factory Warehouse of Havertown, Inc.
Burlington Coat Factory Warehouse of Montgomeryville, Inc.
Burlington Coat Factory Warehouse of Cheltenham, Inc.
Burlington Coat Factory Warehouse of Wilkes-Barre, Inc.
Burlington Coat Factory Warehouse of Millcreek, Inc.
Burlington Coat Factory Warehouse of Langhorne, Inc.
Burlington Coat Factory Warehouse of Greensburg, Inc.
Burlington Coat Factory Warehouse of West Mifflin, Inc.
Burlington Coat Factory Warehouse of Warminster, Inc.
Burlington Coat Factory Warehouse of Whitehall, Inc.
Burlington Coat Factory Warehouse of Center City, Inc.
Burlington Coat Factory Warehouse of Fairgrounds, Inc.
Burlington Coat Factory Warehouse of Jenkintown, Inc.
Burlington Coat Factory Warehouse of York, Inc.
Eynon Plaza Fashions, Inc.
Penn Plaza Fashions, Inc.
Penn Fashions, Inc.
MJM Designer Shoes of Eynon, Inc.
MJM Designer Shoes of St. David's, Inc.
Luxury Linens of Reading, Inc.
Luxury Linens of Levittown, Inc.
Luxury Linens of Monroeville, Inc.
Burlington Coat Factory Realty of West Mifflin, Inc.
Burlington Coat Factory Realty of Langhorne, Inc.
Burlington Coat Factory Realty of Whitehall, Inc.
Burlington Factory Warehouse of Reading, Inc.
Burlington Coat Factory Warehouse Inc.
Burlington Coat Factory Warehouse of East Providence, Inc.
Burlington Coat Factory Warehouse of Woonsocket, Inc.
Burlington Coat Factory Warehouse of Johnston, Inc.
Burlington Coat Factory Warehouse of Warwick, Inc.
Cohoes Fashions of Cranston, Inc.
Burlington Coat Factory of South Carolina, LLC
Burlington Coat Factory Warehouse of Charleston, Inc.
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 Realty of Memphis, Inc.
Burlington Coat Factory Realty of Memphis, LLC

Burlington Coat Factory Warehouse of Baytown, Inc.
MJM Designer Shoes of Texas, Inc.
Famous Brands of Dallas, 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 Factory of Utah, LLC
Burlington Coat Factory Warehouse of Orem, Inc.
Burlington Coat Factory of Virginia, LLC
Burlington Coat Factory of Pocono Crossing, LLC
Burlington Coat Factory Warehouse of Coliseum, Inc.
Burlington Coat Realty of Potomac, Inc.
Burlington Coat Factory Realty of Fairfax, Inc.
Burlington Coat Factory Realty of Coliseum, Inc.
Burlington Coat Factory of Washington, LLC
Burlington Coat Factory Realty of Franklin, Inc.
Burlington Coat Factory of West Virginia, LLC
Burlington Coat Factory of Wisconsin, LLC