

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563882

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Burlington Coat Factory Warehouse Corporation		02/26/2020	Corporation: DELAWARE
Burlington Merchandising Corporation		02/26/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 S. Dearborn, 7th Floor, IL 1-1625
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	87916966	LUXURY LINENS
Serial Number:	87497940	KAT MEETS ALEX
Serial Number:	87415790	BURLINGTON LADIES·MENS·KIDS· BABY HOME·C
Serial Number:	87415765	BURLINGTON LADIES · MENS · KIDS · BABY H
Serial Number:	87415736	BURLINGTON LADIES · MENS · KIDS · BABY ·
Serial Number:	87415723	BURLINGTON LADIES · MENS · KIDS · BABY H
Serial Number:	86642452	BURLINGTON STYLE SQUAD
Serial Number:	88774079	GRATEFUL GATHERINGS
Serial Number:	88371837	SUGAR & SPICE BAKING COMPANY
Serial Number:	87038039	DYSTRIC LA
Serial Number:	86477663	SPA DOLL

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

TRADEMARK

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: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 02/26/2020

Total Attachments: 6

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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):

- 1. Burlington Coat Factory Warehouse Corporation
- 2. Burington Merchandising Corporation

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. DE; 2. DE
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) February 26, 2020

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A.

Street Address: 10 S. Dearborn, 7th Floor, IL 1-1625

City: Chicago

State: IL

Country: USA Zip: 60603

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

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 Exhibit A

B. Trademark Registration No.(s)
See Exhibit 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: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 11

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: Elaine Carrera
Signature

February 26, 2020
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

NOTICE OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF SECURITY INTEREST IN TRADEMARKS, dated as of February 26, 2020 (this "Notice"), is made by and among (a) Burlington Coat Factory Warehouse Corporation (in such capacity, 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 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 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 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 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.


[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:


BORROWER:

BURLINGTON COAT FACTORY
WAREHOUSE CORPORATION

By: 
Name: Christopher S. Schmitt
Title: Vice President

FACILITY GUARANTORS:

BURLINGTON MERCHANDISING
CORPORATION

By: 
Name: Christopher S. Schmitt
Title: Vice President

**COLLATERAL
AGENT:**

JPMORGAN CHASE BANK, N.A.

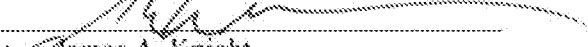
By: 
Name: James A. Knight
Title: Executive Director

EXHIBIT A

Trademarks

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	Burlington Coat Factory Warehouse Corporation	LUXURY LINENS	87916966 05/11/2018	Pending ITU
2.	Burlington Coat Factory Warehouse Corporation	KAT MEETS ALEX	87497940 06/20/2017	5547075 08/21/2018
3.	Burlington Coat Factory Warehouse Corporation	BURLINGTON LADIES·MENS·KIDS· BABY HOME·COATS	87415790 04/18/2017	5542000 08/14/2018
4.	Burlington Coat Factory Warehouse Corporation	BURLINGTON LADIES · MENS · KIDS · BABY HOME · COATS	87415765 04/18/2017	5541999 08/14/2018
5.	Burlington Coat Factory Warehouse Corporation	BURLINGTON LADIES · MENS · KIDS · BABY · HOME · COATS	87415736 04/18/2017	5541998 08/14/2018
6.	Burlington Coat Factory Warehouse Corporation	BURLINGTON LADIES · MENS · KIDS · BABY HOME · COATS	87415723 04/18/2017	5541997 08/14/2018
7.	Burlington Coat Factory Warehouse Corporation	BURLINGTON STYLE SQUAD	86642452 05/27/2015	4994629 07/05/2016
8.	Burlington Merchandising Corporation	GRATEFUL GATHERINGS	88774079 01/27/2020	Pending ITU
9.	Burlington Merchandising Corporation	SUGAR & SPICE BAKING COMPANY	88371837 04/04/2019	Pending ITU
10.	Burlington Merchandising Corporation	DYSTRICKT LA	87038039 05/16/2016	5282245 09/05/2017
11.	Burlington Merchandising Corporation	SPA DOLL	86477663 12/11/2014	5138043 02/07/2017