

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572270

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Burlington Coat Factory Warehouse Corporation		04/16/2020	Corporation: FLORIDA
Burlington Merchandising Corporation		04/16/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	4179482	BURLINGTON COAT FACTORY
Registration Number:	4498532	BURLINGTON DIRECT
Registration Number:	3821331	B
Registration Number:	3836659	BURLINGTON
Registration Number:	3836660	BURLINGTON
Registration Number:	2395816	BABY DEPOT
Registration Number:	3910595	BCF
Registration Number:	1850094	BURLINGTON COAT FACTORY
Registration Number:	3323985	BURLINGTON COAT FACTORY
Registration Number:	4496233	BURLINGTON LADIES · MENS · KIDS · HOME · CO
Registration Number:	4181622	COAT AUTHORITY
Registration Number:	4387801	COAT FACTORY
Registration Number:	3314976	HOME DECOR
Registration Number:	2098506	LUXURY LINENS
Registration Number:	2851935	MJM DESIGNER SHOES
Registration Number:	3238031	OPERATION CAR SEAT
Registration Number:	2999009	STYLES TO LIVE FOR, PRICES TO DIE FOR

OP \$940.00 4179482

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4752570	BURLINGTON STORES
Registration Number:	4751831	
Registration Number:	5138043	SPA DOLL
Registration Number:	4994651	STYLE SQUAD
Registration Number:	4994629	BURLINGTON STYLE SQUAD
Registration Number:	5088119	SIGNATURE NYC
Registration Number:	5282245	DYSTRIC LA
Registration Number:	5541997	BURLINGTON LADIES · MENS · KIDS · BABY H
Registration Number:	5541998	BURLINGTON LADIES · MENS · KIDS · BABY ·
Registration Number:	5421841	BURLINGTON LADIES · MENS · KIDS · HOME ·
Registration Number:	5541999	BURLINGTON LADIES · MENS · KIDS · BABY H
Registration Number:	5542000	BURLINGTON LADIES·MENS·KIDS· BABY HOME·C
Registration Number:	5426189	BABY DEPOT
Registration Number:	5547075	KAT MEETS ALEX
Registration Number:	5626191	STYLE FOR EVERYONE
Serial Number:	87916966	LUXURY LINENS
Registration Number:	5648966	
Registration Number:	5607236	HOME
Registration Number:	5638034	
Registration Number:	5617549	HOME

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

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:	04/16/2020

Total Attachments: 12

source=50. BURL - Trademark Security Agreement#page1.tif

source=50. BURL - Trademark Security Agreement#page2.tif

source=50. BURL - Trademark Security Agreement#page3.tif

source=50. BURL - Trademark Security Agreement#page4.tif

source=50. BURL - Trademark Security Agreement#page5.tif

source=50. BURL - Trademark Security Agreement#page6.tif
source=50. BURL - Trademark Security Agreement#page7.tif
source=50. BURL - Trademark Security Agreement#page8.tif
source=50. BURL - Trademark Security Agreement#page9.tif
source=50. BURL - Trademark Security Agreement#page10.tif
source=50. BURL - Trademark Security Agreement#page11.tif
source=50. BURL - Trademark Security Agreement#page12.tif

NOTICE OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF SECURITY INTEREST IN TRADEMARKS, dated as of April 16, 2020 (this “Notice”), is made by and among Burlington Coat Factory Warehouse Corporation, a Florida corporation (the “Company”), each of the Persons listed on Schedule I to the Intellectual Property Security Agreement referred to below (each of the foregoing, a “Grantor” and collectively, the “Grantors”), and Wilmington Trust, National Association, in its capacity as collateral agent for the Secured Parties (in such capacity and together with any successors in such capacity, the “Collateral Agent”), 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, Grantors are party to a Security Agreement and an Intellectual Property Security Agreement of even date herewith (the “Intellectual Property Security Agreement”) made by the Grantors in favor of the Collateral Agent and the Secured Parties;

WHEREAS, pursuant to the Security Agreement and the 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;

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth herein and in the Security Agreement and the 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, all capitalized 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, wherever located, 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. 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 as such Grantor may reasonably request in writing to evidence the release of 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.

SECTION 6. Concerning the Collateral Agent. Wilmington Trust, National Association is entering into this Notice solely in its capacity as Collateral Agent under the Indenture and not in its individual or corporate capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to it under the Indenture and any corresponding provisions of any Additional Pari Passu Document, as if such rights, privileges, immunities and indemnities were set forth herein.

[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: David Glick

Title: Senior Vice President, Investor Relations
and Treasurer

BURLINGTON MERCHANDISING CORPORATION

By: _____

Name: David Glick

Title: Senior Vice President, Investor Relations
and Treasurer

COLLATERAL AGENT:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, in its capacity as Collateral Agent**

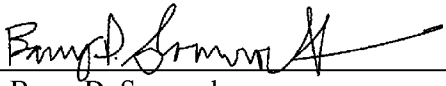

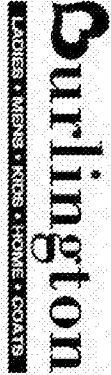

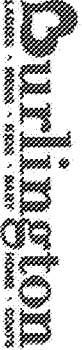
By: 
Name: Barry D. Somrock
Title: Vice President

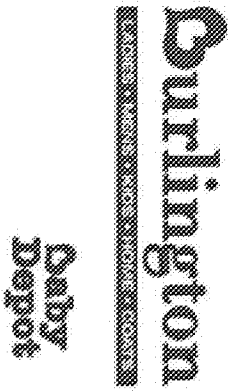


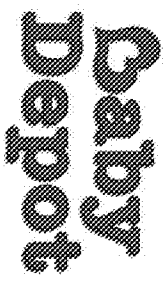
EXHIBIT A
Trademarks





U.S. Federal

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>App/Reg. No.</u>	<u>App/Reg. Date</u>	<u>Owner</u>
US	Burlington Coat Factory	Registered	4,179,482	7/24/2012	Burlington Coat Factory Warehouse Corporation
US	Burlington Direct	Registered	4,498,532	3/18/2014	Burlington Coat Factory Warehouse Corporation
US		Registered	3,821,331	7/20/2010	Burlington Coat Factory Warehouse Corporation
US	BURLINGTON	Registered	3,836,659	8/24/2010	Burlington Coat Factory Warehouse Corporation
US	BURLINGTON (and Design)	Registered	3,836,660	8/24/2010	Burlington Coat Factory Warehouse Corporation
US	BABY DEPOT	Registered	2,395,816	10/17/2000	Burlington Coat Factory Warehouse Corporation
US	BCF	Registered	3,910,595	1/25/2011	Burlington Coat Factory Warehouse Corporation
US	BURLINGTON COAT FACTORY	Registered	1,850,094	8/16/1994	Burlington Coat Factory Warehouse Corporation

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>App/Reg. No.</u>	<u>App/Reg. Date</u>	<u>Owner</u>
US		Registered	3,323,985	10/30/2007	Burlington Coat Factory Warehouse Corporation
US		Registered	4,496,233	3/11/2014	Burlington Coat Factory Warehouse Corporation
US	COAT AUTHORITY	Registered	4,181,622	7/31/2012	Burlington Coat Factory Warehouse Corporation
US	COAT FACTORY	Registered	4,387,801	8/20/2013	Burlington Coat Factory Warehouse Corporation
US	HOME DÉCOR	Registered	3,314,976	10/16/2007	Burlington Coat Factory Warehouse Corporation
US	LUXURY LINENS	Registered	2,098,506	9/23/1997	Burlington Coat Factory Warehouse Corporation
US	MJM DESIGNER SHOES	Registered	2,851,935	6/8/2004	Burlington Coat Factory Warehouse Corporation
US	OPERATION CAR SEAT	Registered	3,238,031	5/1/2007	Burlington Coat Factory Warehouse Corporation
US	STYLES TO LIVE FOR, PRICES TO DIE FOR	Registered	2,999,009	9/20/2005	Burlington Coat Factory Warehouse Corporation

Country	Trademark	Status	App/Reg. No.	App/Reg. Date	Owner
US	BURLINGTON STORES	Registered	4,752,570	6/9/2015	Burlington Coat Factory Warehouse Corporation
US		Registered	4,751,831	6/9/2015	Burlington Merchandising Corporation
US	SPA DOLL	Registered	5,138,043	2/7/2017	Burlington Merchandising Corporation
US	STYLE SQUAD	Registered	4,994,651	7/5/2016	Burlington Coat Factory Warehouse Corporation
US	BURLINGTON STYLE SQUAD	Registered	4,994,629	7/5/2016	Burlington Coat Factory Warehouse Corporation
US	Signature NYC	Registered	5,088,119	11/22/2016	Burlington Merchandising Corporation
US	DYSTRIC T LA	Registered	5,282,245	09/05/2017	Burlington Merchandising Corporation
US		Registered	5541997	August 14, 2018	Burlington Coat Factory Warehouse Corporation
US		Registered	5541998	August 14, 2018	Burlington Coat Factory Warehouse Corporation

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>App/Reg. No.</u>	<u>App/Reg. Date</u>	<u>Owner</u>
US		Registered	5421841	13 Mar 2018	Burlington Coat Factory Warehouse Corporation
US		Registered	5,541,999	August 14, 2018	Burlington Coat Factory Warehouse Corporation
US		Registered	5,542,000	August 14, 2018	Burlington Coat Factory Warehouse Corporation
US		Registered	5426189	03/20/2018	Burlington Coat Factory Warehouse Corporation
US	KAT MEETS ALEX	Registered	5,547,075	August, 21, 2018	Burlington Coat Factory Warehouse Corporation
US	STYLE FOR EVERYONE	Registered	5626191	11 Dec 2018	Burlington Coat Factory Warehouse Corporation
US	LUXURY LINENS	Abandoned	87/916966	11 May 18	Burlington Coat Factory Warehouse Corporation

Country	Trademark	Status	App/Reg. No.	App/Reg. Date	Owner
US		Registered	5648966	8 Jan 2019	Burlington Coat Factory Warehouse Corporation
US		Registered	5607236	13 Nov 2018	Burlington Coat Factory Warehouse Corporation
US		Registered	5638034	25 Dec 2018	Burlington Coat Factory Warehouse Corporation
US		Registered	5617549	27 Nov 2018	Burlington Coat Factory Warehouse Corporation

U.S. State and Territory

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
U.S. State- Georgia	BURLINGTON COAT FACTORY	Registered***	S4473	7/17/81
U.S. State- Georgia	BURLINGTON COAT FACTORY WAREHOUSE	Registered***	S4474	7/17/81
U.S. State- Maryland	BURLINGTON COAT FACTORY	Registered***	2753	10/9/81
U.S. State- Maryland	BURLINGTON COAT FACTORY WAREHOUSE	Registered***	798	11/9/81
Puerto Rico	BURLINGTON DAMAS • CABALLEROS • NIÑOS HOGAR Y MAS	Registered	211836	5/28/2013
U.S. State- Ohio	BURLINGTON	Registered***	2239484	10/17/2013
U.S. State- Ohio	BURLINGTON STORES	Registered***	2239485	10/17/2013
U.S. State- Ohio	BURLINGTON COAT FACTORY	Registered***	2239483	10/17/2013
U.S. State- Ohio	BURLINGTON COAT FACTORY	Registered***	2239480	10/17/2013
U.S. State- Nebraska	BURLINGTON COAT FACTORY	Registered***	10184388	11/13/2013
U.S. State- North Dakota	BURLINGTON COAT FACTORY	Registered***	35397700	10/28/2013

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
U.S. State- Louisiana	BURLINGTON COAT FACTORY	Registered***	647385	9/19/2013

*** Burlington Coat Factory Warehouse Corporation does not intend to maintain these state registrations, some of which may already have lapsed.