10-19-2001

101879515

10-19-01

To the Honorable Commissioner of Patents and Trademarks:
Please record the attached original documents or copy thereof.

1. Name of conveying party:

Seaman Furniture Company, Inc.

2. Name and address of receiving party:

M.D. SASS CORPORATE RESURGENCE PARTNERS III, L.P.
10 New King Street
White Plains, New York 10604

3. Nature of conveyance:

Grant of Trademark Security Interest

Execution Date: October 12, 2001

4. Application numbers and trademark registration numbers:

A. Trademark Application Nos.

B. Trademark Registration Nos.

75/698,113
2,436,329
1,977,158
1,798,293
1,816,230
1,824,758
2,125,211

10/19/2001 GTON11 00000110 75698113

01 FC:481 40.00 OP
02 FC:482 150.00 OP

5. Name and address of party to whom correspondence concerning document should be mailed:

Brad Groatman
Legal Assistant
O'Melveny & Myers LLP
1650 Tysons Boulevard, Suite 1150
McLean, Virginia 22102

TC1:464389.2

6. Total number of applications and registrations involved:

7

7. Total fee:

$190 (Enclosed)

8. Deposit Account Number:

N/A

9. Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brad Groatman		October 15, 2001
Name of Person Signing	Signature	Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 2

TC1:464389.2

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Registered Owner	U.S. Service Mark/Trademark Description	Registration Number (Serial No.)	Registration Date (Date Filed)	Status
Seaman Furniture Company, Inc.	"Ashley Stuart"	(75698113)	(05/05/99)	Pending
Seaman Furniture Company, Inc.	"Seaman's Kids Furniture"	2436329	03/20/01	Registered
Seaman Furniture Company, Inc.	"Seaman's Plus"	1977158	05/28/96	Registered
Seaman Furniture Company, Inc.	"Seaman's"	1798293	10/12/93	Registered
Seaman Furniture Company, Inc.	"See Seaman's First"	1816230	01/11/94	Registered
Seaman Furniture Company, Inc.	"The Package"	1824758	03/01/94	Registered
Seaman Furniture Company, Inc.	"The Sensible Way To A Beautiful Home!"	2125211	12/30/97	Registered

This Agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Capital Call Subordination and Intercreditor Agreement (the "Capital Call Subordination Agreement") dated as of October 12, 2001 among Grantee and Term Agent, WC Agent and Deferred Agent ("Senior Agents"), to the indebtedness (including interest) owed by Borrowers to Senior Agents and the other lenders from time to time under the Senior Debt Documents (as such term is defined therein), in each case as such Senior Debt Documents have been and hereafter may be amended, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under those documents as contemplated by the Capital Call Subordination Agreement; and each holder of this Agreement, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Capital Call Subordination Agreement.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 12th day of October, 2001 by **SEAMAN FURNITURE COMPANY, INC.**, a Delaware corporation ("Grantor") in favor of **M.D. SASS CORPORATE RESURGENCE PARTNERS III, L.P.**, a Delaware limited partnership ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Levitz Furniture, LLC, a Delaware limited liability company ("Levitz"; Grantor and Levitz are hereinafter referred to each individually as an "Obligor"; collectively as the "Obligors") have entered into that certain Capital Call Loan Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Loan Agreement") with Grantee, Levitz Home Furnishings, Inc., a Delaware corporation ("Holdings"), and certain Subsidiaries of Holdings;

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor including all right title and interest of Grantor in, to and under all now owned and hereafter acquired or arising (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks") and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement, except to the extent not defined herein or therein such terms shall have the meanings ascribed to them in that certain Amended and Restated Loan Agreement dated as of February 26, 2001 by and among Grantor, Levitz and Heller Financial, Inc., a Delaware corporation, as agent, for the benefit of the Lenders, as in effect as of the date hereof.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee and hereby reaffirms its prior grant pursuant to the Guaranty and Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons except as otherwise permitted by the WC Loan Agreement, the Term Loan Agreement, the Deferred Financing Agreement, the Resurgence III Reimbursement Agreement or the Resurgence I Loan Agreement, each as in effect as of the date hereof, or except for Permitted Encumbrances or as indicated on Schedule 1;

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until the Obligors' Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under (other than to any Obligor or for fair market consideration in the ordinary course of business), any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. Product Quality. Grantor agrees (i) (except in circumstances where in the reasonable opinion of Grantor it would be commercially imprudent to do so) to maintain the quality of any and all material products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Grantee, upon Grantee's reasonable request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing. Upon the occurrence and during the continuation of an Event of Default, Grantor agrees that Grantee, or a conservator appointed by Grantee, shall have the right to establish such additional product quality controls as Grantee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

6. New Trademarks. If, before the Obligors' Obligations shall have been satisfied in full or before the Loan Agreement has been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Grantee, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks.

7. Duties of Grantor. Grantor shall (i) file and pursue diligently any material trademark applications pending as of the date hereof or hereafter, (ii) preserve and maintain all rights in the material Trademarks, as reasonably deemed appropriate by Grantor (iii) ensure that the material Trademarks are and remain enforceable.

8. Grantee's Right to Sue. After the occurrence and during the continuation of an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses (including reasonable attorney's fees) incurred by Grantee in the exercise of its rights under this Section 8.

9. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of

Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) (save to the extent prohibited by law or equity) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) (save to the extent prohibited by law or equity) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, except as otherwise permitted by the WC Loan Agreement, the Term Loan Agreement, the Deferred Financing Agreement, the Resurgence III Reimbursement Agreement or the Resurgence I Loan Agreement. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligors' Obligations shall have been paid in full and the Loan Agreement has been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument.

11. Termination of Security Interests; Release of Collateral. Upon payment in full of all Obligations (other than contingent indemnification obligations to the extent no unsatisfied claim giving rise thereto has been asserted) and the termination of all Commitments under the Loan Agreement, this Agreement shall terminate. Upon such termination of the Security Interests or release of any Collateral, Grantee will, at the expense of the Grantor, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the termination of the Security Interests or the release of such Collateral, as the case may be.

12. **APPLICABLE LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.**

[remainder of page intentionally left blank;
signature page follows]

IN WITNESS WHEREOF, Grantotor has duly executed this Agreement as of the date first written above.

SEAMMAN FURNITURE COMPANY, INC., a Delawaware corporation

By: Alan Rosenberg Pres
Its: Pres.

Agreed and Accepted
As of the Date First Written Above

M.D. SASS CORPORATE RESURGENCE F PARTNERS III, L.P.,
a Delaware limited partnership

By: Resurgence GP III, L.L.C., its General Partntner

By:_____
Its:_____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SEAMAN FURNITURE COMPANY, INC., a Delaware corporation

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

M.D. SASS CORPORATE RESURGENCE PARTNERS III, L.P.,
a Delaware limited partnership

By: Resurgence GP III, L.L.C., its General Partner

By: _____
Its: Managing Director

O'MELVENY & MYERS LLP

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CENTURY CITY
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NEWPORT BEACH
NEW YORK

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WASHINGTON, D.C.
HONG KONG
LONDON
SHANGHAI
TOKYO

October 19, 2001

OUR FILE NUMBER
705,910-001

WRITER'S DIRECT DIAL
703-287-2413

WRITER'S E-MAIL ADDRESS
pgupta@omm.com

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: ***Trademark Security Agreement***

To Whom It May Concern:

On behalf of M.D. Sass Corporate Resurgence Partners III, L.P. (***"M.D.Sass"***) enclosed for filing with the U.S. Patent and Trademark Office please find the following:

1. Recordation Form Cover Sheet;

2. Trademark Security Agreement, dated October 12, 2001, between Seaman Furniture Company, Inc. and M.D. Sass; and

3. A check for $190 to cover the filing fee.

Should you have any questions or concerns regarding these filings, please feel free to contact me directly at (703) 287-2413.

Very truly yours,

Piyush Gupta
Counsel for M.D. Corporate Resurgence Partners III, L.P.

Enclosures

cc: Esther S. Han (w/o enclosures)
TC1:464443.3